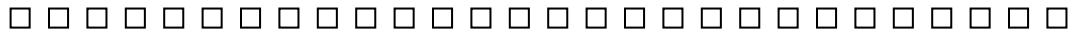


# Project Manual



## Campus Painting @ Lakeside School

for:

Lakeside Union School District

Project #  
2024-2381

Set #



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## 01-NOTICE TO CONTRACTORS CALLING FOR BIDS

1. OWNER: **Lakeside Union School District**
2. PROJECT IDENTIFICATION NAME: **Campus Painting Project**
3. PROJECT LOCATION: **Lakeside School, 14535 Old River Road, Bakersfield, CA**
4. PROJECT DESCRIPTION: **Exterior Painting (Color Coat) replacing windows and doors as indicated on plans and specs.**

This project is anticipated to start on approximately **July 7<sup>th</sup>** and is anticipated to have a duration of **60** calendar days for completion.

5. BID DEADLINE: Bids are due on **June 26, 2025 at 10:00 am** or at any other date or time as set by Addendum.
6. PLACE OF BID RECEIPT: **Ordiz Melby Architects, 5500 Ming Ave, Suite 280**
7. METHOD OF BID RECEIPT: **Personal delivery, courier, or mailed via United States Postal Service to above address.**
8. PLACE PLANS ARE ON FILE: **Kern County Builder's Exchange – website and Ordiz-Melby Architects, Inc. – (electronic copies only)**
9. SEALED BID MARKING: bidders name, project designation, (Campus Painting Project at Lakeside School), and the date and time of the opening of bids in the upper left-hand corner and addressed to the Lakeside School District in center of the envelope.
10. ALTERNATES: If alternate bids are called for, the contract will be awarded to the lowest responsive and responsible bidder on the basis indicated below:

*[check only one]*

- ☐ (a) The lowest bid shall be the lowest bid price on the base contract without consideration of the prices on the additive or deductive items.
- ☐ (b) The lowest bid shall be the lowest total of the combined bid prices on the base contract and alternates [specify].
- ☐ (c) The lowest bid shall be the lowest total of the bid prices on the base contract and alternates , taken in order, up to a maximum amount to be publicly disclosed before the first bid is opened.
- ☐ (d) The lowest bid shall be determined in a manner that prevents any information that would identify any of the bidders or proposed subcontractors or suppliers from being revealed to the public entity before the ranking of all bidders from lowest to highest has been determined.

X (e) Not applicable to this project, as no alternates are requested.

11. MANDATORY JOB WALK: Meet at: Lakeside School Flag Pole

Date: June 17th Time: 10am

Location: Lakeside School 14535 Old River Road

If a job walk is required on this project, attendance at the entire job walk is mandatory and failure to attend the entire job walk may result in your bid being rejected as non-responsive. Contact OWNER for details on required job walks and related documentation.

12. PLAN DEPOSIT REQUIRED: \$0.00

13. This is a prevailing wage project. OWNER has ascertained the general prevailing rate of per diem wages in the locality in which this work is to be performed for each craft or type of worker needed to execute this contract. These rates are on file at OWNER's office, and a copy may be obtained upon request, or at [www.dir.ca.gov](http://www.dir.ca.gov). Contractor shall post a copy of these rates at the job site. ALL PROJECTS OVER \$1,000 ARE SUBJECT TO PREVAILING WAGE MONITORING AND ENFORCEMENT BY THE LABOR COMMISSIONER.

It shall be mandatory upon the contractor to whom the contract is awarded (CONTRACTOR), and upon any SUBCONTRACTOR, to pay not less than the specified rates to all workers employed by them in the execution of the contract.

14. A Payment Bond for contracts over \$25,000 and a Performance Bond for all contracts will be required prior to commencement of work. These bonds shall be in the amounts and form called for in the Contract Documents.

15. Pursuant to the provisions of Public Contract Code Section 22300, CONTRACTOR may substitute certain securities for any funds withheld by OWNER to ensure CONTRACTOR's performance under the contract. At the request and expense of CONTRACTOR, securities equivalent to any amount withheld shall be deposited, at the discretion of OWNER, with either OWNER or a state or federally chartered bank as the escrow agent, who shall then pay any funds otherwise subject to retention to CONTRACTOR. Upon satisfactory completion of the contract, the securities shall be returned to CONTRACTOR.

Securities eligible for investment shall include those listed in Government Code Section 16430, bank and savings and loan certificates of deposit, interest bearing demand deposit accounts, standby letters of credit, or any other security mutually agreed to by CONTRACTOR and OWNER. CONTRACTOR shall be the beneficial owner of any securities substituted for funds withheld and shall receive any interest on them. The

escrow agreement shall be in the form indicated in the Contract Documents.

16. To bid on or perform the work stated in this Notice, CONTRACTOR must possess a valid and active contractor's license of the following classification(s) . No CONTRACTOR or subcontractor shall be qualified to bid on, be listed in a bid proposal, subject to the requirements of § 4104 of the Public Contract Code, for a public works project (submitted on or after March 1, 2015) unless currently registered with the Department of Industrial Relations (DIR) and qualified to perform public work pursuant to Labor Code § 1725.5. No CONTRACTOR or subcontractor may be awarded a contract for public work on a public works project (awarded after April 1, 2015) unless registered with the DIR. DIR's web registration portal is:  
[www.dir.ca.gov/Public-Works/Contractors.html](http://www.dir.ca.gov/Public-Works/Contractors.html)

17. CONTRACTOR and all subcontractors must furnish electronic certified payroll records (eCPR) to the Labor Commissioner [specify weekly, bi-weekly or monthly] in PDF format. Registration at [www.dir.ca.gov/Public-Works/Certified-Payroll-Reporting.html](http://www.dir.ca.gov/Public-Works/Certified-Payroll-Reporting.html) is required to use the eCPR system.

The following notice is given as required by Labor Code Section 1771.5(b)(1): CONTRACTOR and any subcontractors are required to review and comply with the provisions of the California Labor Code, Part 7, Chapter 1, beginning with Section 1720, as more fully discussed in the Contract Documents. These sections contain specific requirements concerning, for example, determination and payment of prevailing wages, retention, inspection, and auditing payroll records, use of apprentices, payment of overtime compensation, securing workers' compensation insurance, and various criminal penalties or fines which may be imposed for violations of the requirements of the chapter. Submission of a bid constitutes CONTRACTOR's representation that CONTRACTOR has thoroughly reviewed these requirements.

18. *[check only one]*

☒ (a) OWNER will retain 5% of the amount of any progress payments.

☐ (b) OWNER will retain 10% of the amount of any progress payments because the project has been found to be substantially complex on the basis of .

19. This Project ☐ requires ☒ does not require prequalification pursuant to AB 1565 and/or AB 1433 (Public Contract Code section 20111.6, as amended) of all general contractors and all mechanical, electrical and plumbing subcontractors. If required, a Prequalification package may be obtained by downloading the necessary forms from . A bid package will not be accepted from any bidder that is required to submit a completed questionnaire and supporting documents pursuant to AB 1565 and/or AB 1433 but has not done so at least ten (10) business days prior to the date fixed for the public opening of sealed bids or that has not been prequalified for at least five (5) business days prior to that date.

## 02-INSTRUCTIONS TO BIDDERS

**WARNING: READ THIS DOCUMENT CAREFULLY  
DO NOT ASSUME THAT IT IS THE SAME AS OTHER  
SIMILAR DOCUMENTS YOU MAY HAVE SEEN  
EVEN IF FROM THE SAME OWNER**

**PROJECT TITLE/BID #: Campus Painting Project/ 2024-2381**  
**OWNER: Lakeside Union School District**

1. Preparation of Bid Form.

The Owner invites bids on the form attached to be submitted at the time and place stated in the Notice to Contractors Calling for Bids. Bids shall be submitted on the prescribed Bid Form, completed in full. All bid items and statements shall be properly and legibly filled out. Numbers shall be stated both in words and in figures where so indicated, and where there is a conflict in the words and the figures, the words shall govern. The signatures of all persons shall be in longhand. Prices, wording, and notations must be in ink or typewritten.

2. Form and Delivery of Bids.

The bid must conform to and be responsive to all Contract Documents and shall be made on the Bid Form provided. The complete bid, together with any additional materials required, shall be enclosed in a sealed envelope, addressed and hand-delivered or mailed to the Owner at the address set forth in the Notice to Contractors Calling for Bids, and must be received on or before the time set for the opening of bids. The envelope shall be plainly marked in the upper left-hand corner with the bidder's name, the project designation, and the date and time for the opening of bids. It is the bidder's sole responsibility to ensure that its bid is received prior to the bid deadline. In accordance with Government Code Section 53068, any bid received after the scheduled closing time for receipt of bids shall be returned to the bidder unopened.

At the time set for the opening of bids, the sealed bids will be opened and publicly read aloud at the place indicated in the Notice to Contractors Calling for Bids. However, if this project calls for prequalification of bidders pursuant to Public Contract Code Section 20111.5, only those sealed bids received from bidders who have been prequalified for at least one day prior to bid opening shall be opened and publicly read aloud.

3. Bid Security.

Each bid shall be accompanied by a bid security in cash, a certified or cashier's check, or bid bond in an amount not less than 10 percent of the total bid price payable to the Owner. The bid security shall be given as a guarantee that if awarded the contract the bidder will execute and return the Construction Agreement within 10 working days after award of the

contract and will furnish on the prescribed forms a satisfactory Payment (labor and material) Bond and separate Performance Bond, in accordance with the Contract Documents and Civil Code Sections 9550 et seq., and certificates evidencing that the required insurance is in effect in the amounts set forth in the Contract Documents. In case of refusal or failure to timely execute the Construction Agreement and furnish the required bonds and insurance certificates, the bid security shall be forfeited to the Owner. If the bidder elects to furnish a bid bond as its bid security, the bidder shall use the bid bond form included in the Contract Documents, unless the Owner elects to waive the use of the form provided, in its sole discretion.

#### 4. Signature.

At the various times such documents are required to be submitted, the Bid Form, all bonds, the Designation of Subcontractors form, all Information Required of Bidder or prequalification forms, Workers Compensation Certificate, Drug-Free Workplace Certification, Non-Collusion Affidavit, Asbestos and Lead Based Paint Certification, Iran Contracting Act Certification, the Construction Agreement, and all Guarantees must be signed in the name of the bidder and must bear the signature of the person or persons duly authorized to sign these documents. Where indicated, if bidder is a corporation, the legal name of the corporation shall first be set forth, together with two signatures: one from among the chairman of the board, president, or vice president, and one from among the secretary, chief financial officer, or assistant treasurer. Alternatively, the signature of other authorized officers or agents may be affixed, if duly authorized by the corporation. Such documents shall include the title of such signatories below the signature and shall bear the corporate seal. Where indicated, if bidder is a joint venture or partnership, the bidder shall submit with the bid certifications signed by authorized officers of each of the parties to the joint venture or partnership, naming the individual (1) who shall be the agent of the joint venture or partnership, (2) who shall sign all necessary documents for the joint venture or partnership and, (3) should the joint venture or partnership be the successful bidder, who shall act in all matters relative to the resulting contract for the joint venture or partnership. If bidder is an individual, his/her signature shall be placed on such documents.

#### 5. Modifications.

Changes in or additions to any of the bid documents, the summary of the work bid upon, or the alternative proposals, or any other modifications which are not specifically called for by the Owner, may result in the Owner's rejection of the bid as not being responsive. No oral or telephonic modification of any bid will be considered. However, prior to the opening of bids, a telegraphic modification signed by the bidder and postmarked and received prior to the opening of bids, or a facsimile modification duly signed by the bidder received prior to the opening of bids, may be considered if included within a sealed bid.

#### 6. Erasures, Inconsistent, or Illegible Bids.

The bid submitted must not contain any erasures, interlineations, or other corrections

unless each correction creates no inconsistency and is suitably authenticated and noted by signature of the bidder. In the event of inconsistency between words and figures in the bid, words shall control figures. In the event the Owner determines that any bid is unintelligible, illegible, or ambiguous, the Owner may reject the bid as not being responsive.

7. Examination of Site and Contract Documents.

At its own expense and prior to submitting bids, each bidder shall examine all documents relating to the project, visit the site, and determine the local conditions which may in any way affect the performance of the work, including the general prevailing rate of per diem wages and other relevant cost factors. Each bidder shall be familiar with all federal, state, and local laws, ordinances, rules, regulations, and codes affecting the performance of the work, including the cost of permits and licenses required for the work. Each bidder shall make such surveys and investigations, including investigation of subsurface or latent physical conditions at the site or where work is to be performed, as it may deem necessary for performance of the work at the price being bid. Each bidder shall determine the character, quality, and quantities of the work to be performed and the materials and equipment to be provided, and shall correlate its observations, investigations, and determinations with all requirements of the project.

The Contract Documents show and describe the existing conditions as they are believed to have been used in the design of the work and are only provided as information for the bidder. **The Owner is not making any warranties regarding this information. The Owner shall not be liable for any loss sustained by the successful bidder resulting from any variance between the conditions and design data given in the Contract Documents and the actual conditions revealed during the bidder's pre-bid examination or during the progress of the work.** Bidder agrees that the submission of a bid shall be incontrovertible evidence that the bidder has complied with and agrees to further comply with all the requirements of this section.

8. Withdrawal of Bids.

Any bid may be withdrawn, either personally, by written request, or by telegraphic or facsimile request confirmed in the manner specified above for bid modifications, at any time prior to the scheduled closing time for receipt of bids. In accordance with this paragraph, the bid security shall be returned for bids withdrawn prior to the scheduled closing time for receipt of bids. No bidder may withdraw any bid for a period of 60 days after the award of the contract. A bidder's unawarded alternative bids remain open for a period of six months after award of contract as irrevocable offers to enter into either change orders or separate contracts for the stated price adjustment.

9. Agreement and Bonds.

The Construction Agreement and the form of the Payment and Performance Bonds which the successful bidder as Contractor will be required to execute are included in the Contract



Documents and should be carefully examined by the bidder. The Payment Bond shall be in an amount not less than 100 percent of the amount of the contract in accordance with Civil Code section 9554. The successful bidder as Contractor will also be required to furnish a separate Performance Bond in the amount of 100 percent of the contract amount. Sufficient bonds shall be fully executed and returned to Owner with the executed Construction Agreement.

10. Interpretation of Contract Documents.

If any bidder is in doubt as to the true meaning of any part of the Contract Documents, or finds discrepancies in or omissions from the drawings and specifications, a written request for an interpretation ("RFI") or correction shall be submitted to the Owner. The bidder submitting the RFI shall be responsible for its prompt delivery. Any interpretation or correction of the Contract Documents will be made only by addendum issued by the Owner, and a copy of any addendum will be hand-delivered, mailed, or faxed to each bidder known to have received a set of the Contract Documents. No person is authorized to make any oral interpretation of any provision in the Contract Documents, nor shall any oral interpretation be binding on the Owner. If there are discrepancies on drawings, plans, or specifications, or conflicts between drawings, plans, specifications, terms, or conditions, the interpretation of the Owner shall prevail. Bidder shall become familiar with the plans, specifications, and drawings. Bidder shall not rely on summaries, if provided, of the plans, specifications, and drawings, but shall inspect each document independently to determine the full scope of the bid package and submit written questions to Owner, utilizing the RFI process described above, in the event of any identified potential discrepancies.

**SUBMISSION OF A BID WITHOUT REQUESTING CLARIFICATIONS SHALL BE INCONTROVERTIBLE EVIDENCE THAT THE BIDDER HAS DETERMINED THAT THE PLANS, SPECIFICATIONS, AND DRAWINGS ARE SUFFICIENT FOR BIDDING AND COMPLETING THE WORK, THAT BIDDER IS CAPABLE OF READING, FOLLOWING AND COMPLETING THE WORK IN ACCORDANCE WITH THE PLANS, SPECIFICATIONS, AND DRAWINGS, AND THAT THE PLANS, SPECIFICATIONS, AND DRAWINGS FALL WITHIN AN ACCEPTABLE STANDARD FOR THESE ITEMS, AND THAT BIDDER AGREES THAT THE PROJECT CAN AND WILL BE COMPLETED ACCORDING TO THE OWNER'S TIME LINES AND ACCORDING TO THE PROGRESS SCHEDULE TO BE SUBMITTED BY THE SUCCESSFUL BIDDER INCORPORATING THE OWNER'S TIME LINES FOR COMPLETION OF THE PROJECT.**

11. Bidders Interested in More Than One Bid.

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

12. Award of Contract.

(a) The Owner reserves the right to reject any or all bids, or to waive any irregularities or informalities in any bids or in the bidding process, and to award more than one contract. If two identical low bids are received from responsive and responsible bidders, the Owner will determine which bid will be accepted pursuant to Public Contract Code Section 20117.

(b) If made by the Owner, award of the contract will be by action of the governing board or other governing body to the lowest responsive and responsible bidder. In the event an award of the contract is made to a bidder and that bidder fails or refuses to execute the Agreement and provide the required documents within the time required, the Owner may award the contract to the next lowest responsive and responsible bidder or release all bidders. An election by the Owner to reject all bids does not release the bid security of any bidder who has previously been awarded the contract and failed or refused to execute the Agreement and provide the required documents.

(c) In ascertaining the low bidder, the bids will be examined without reference to any substitutions requested by any bidder, whether or not the substitution request would result in a modification of the contract price.

13. Alternatives.

If alternate bids are called for, the contract will be awarded to the lowest responsive and responsible bidder on the basis indicated in the Notice to Contractors Calling for Bids. Owner reserves the right to award or reject any, all, or any combination of the alternates called for in the bid documents, whether or not the alternate(s) was included in the calculations used to identify the low bidder. All bid alternates not part of the contract initially awarded by Owner shall remain open and valid for a period of six months after the contract is awarded as irrevocable offers to enter into either change orders or separate contracts on the items for the price adjustment contained in the bid alternate.

14. Public Contract Code Section 20111.5—Discretionary Prequalification of Bidders.

*[check one]*

- ☐ Discretionary Prequalification is not required to bid on this project.
- ☐ Discretionary Prequalification is required to bid on this project. Prospective bidders are required to submit to the Owner a completed prequalification questionnaire and financial statement, on forms provided by the Owner, no later than five days prior to the date fixed for the public opening of sealed bids. These documents will be the basis for determining which bidders are qualified to bid the project. Bidders will be

notified by telephone and mail of their prequalification status within four days after submission of prequalification documents. Bids will not be accepted from any bidder who has not been prequalified at least one day prior to the bid opening. Pursuant to Public Contract Code Section 20111.5, the information in the prequalification questionnaire and financial statement will be kept confidential. Prequalification documents may be obtained by contacting the Owner or by downloading them from .

15. Public Contract Code Section 20111.6—Mandatory Prequalification of General Contractors and Mechanical, Electrical and Plumbing Subcontract Bidders.

*[check one]*

- ☐ Mandatory Prequalification of general contractors and mechanical, electrical and plumbing subcontractors is not required to bid on this project.
- ☐ Mandatory Prequalification of general contractors and mechanical, electrical and plumbing subcontractors is required to bid on this project. Prospective bidders holding licenses in classifications A, B, C-4, C-7, C-10, C-16, C-20, C-34, C-36, C-38, C- 42, C- 43 and C- 46 are required to submit to the Owner a completed prequalification questionnaire and financial statement, on forms provided by the Owner, no later than ten (10) working days prior to the date fixed for the public opening of sealed bids. These documents will be the basis for determining which bidders in the listed license categories are qualified to bid the project. Bidders will be notified by telephone, mail or email of their prequalification status within five (5) working days after submission of prequalification documents. Bids will not be accepted from any bidder who is required to prequalify and who has not been prequalified at least five (5) working days prior to the bid opening. Pursuant to Public Contract Code Section 20111.6, the information in the prequalification questionnaire and financial statement will be kept confidential. Prequalification documents may be obtained by contacting the Owner or by downloading them from .

15. Competency of Bidders.

In selecting the lowest responsive and responsible bidder, consideration will be given not only to the financial standing but also to the general competency of the bidder for performance of the work. By submitting a bid, each bidder agrees that in determining the successful bidder and its eligibility for the award, the Owner may consider the bidder's experience, facilities, conduct, and performance under other contracts, financial condition, reputation in the industry, and other factors relating to or which could affect the bidder's performance of the project.

The Owner may also consider the qualifications and experience of subcontractors and other persons and organizations (including those who are to furnish the principal items of

material and equipment) proposed for those portions of the work. Operating costs, maintenance considerations, performance data, and guarantees of materials and equipment may also be considered by the Owner. In this regard, the Owner may conduct such investigations as the Owner deems necessary to assist in the evaluation of any bid and to establish the responsibility, qualifications, and financial ability of the bidder, proposed subcontractors, and other persons and organizations to do the work to the Owner's satisfaction within the prescribed time. The Owner reserves the right to reject the bid of any bidder who does not pass any such evaluation to the satisfaction of the Owner, or in the Owner's sole discretion, to permit substitution of subcontractor(s) found non-responsible.

16. Listing Subcontractors.

Each bidder shall submit a list of the proposed subcontractors, including their address, California contractor's license number and DIR Registration number, on the project as required by the Subletting and Subcontracting Fair Practices Act (Public Contract Code Section 4100 and following sections) on the form furnished with the Contract Documents. If alternate bids are called for and the bidder intends to use different or additional subcontractors, a separate list of subcontractors must be submitted for each such alternate bid. The Owner may request that bidder submit information to assess the responsibility of the bidder's proposed subcontractors. The apparent low bidder shall, within 24 hours of the bid opening, provide a complete listing of all subcontractors, including full name, address, telephone numbers, contractor's license number and type and DIR Registration number.

17. Workers' Compensation.

In accordance with the provisions of Labor Code Section 3700, the successful bidder shall secure the payment of compensation to all employees. The successful bidder awarded the contract shall sign and file with the Owner, at the time of returning the executed Construction Agreement, the certificate which is included as a part of the Contract Documents.

18. Contractor's License.

At the bid opening date and time, if a bidder is not properly licensed and registered to perform the project in accordance with Division 3, Chapter 9, of the California Business and Professions Code, Labor Code section 1725.5 and the Notice Calling for Bids, as required, that bidder's bid will be rejected as non-responsive. Business and Professions Code Section 7028.15 precludes payment for work or materials unless the Registrar of Contractors verifies to the Owner that the bidder was properly licensed at the time the bid was submitted. If this project is federally funded, the bidder must be properly licensed prior to the award of the contract. Any bidder not properly licensed and registered with DIR is subject to penalties under the law and the contract can be considered void. If the license classification specified in these Contract Documents is that of a "specialty contractor" as

defined in Business and Professions Code Section 7058, the specialty contractor awarded the contract for this work shall construct a majority of the work in accordance with the provisions of Business and Professions Code Section 7059.

19. Anti-Discrimination.

It is the policy of the Owner that in all work performed under contracts there be no unlawful discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, religious creed, sex, age, marital status, physical disability, mental disability, or medical condition. The successful bidder agrees to comply with applicable federal and state laws, including but not limited to the California Fair Employment and Housing Act, beginning with Government Code Section 12900 and Labor Code Section 1735. In addition, the successful bidder agrees to require like compliance by any subcontractors employed on the work by that bidder.

20. Hold Harmless.

The successful bidder awarded the contract shall hold harmless and indemnify various parties as more clearly set forth elsewhere in the Contract Documents.

21. Substitutions.

(a) All bids should be calculated and submitted on the project as described in the bid documents, and on the assumption that substitution requests submitted with the bid will not be approved. Notwithstanding the foregoing, substitution requests submitted with bids will be given due consideration and adjustments to the contract, which may include adjustment to contract price, will be contained in a change order should the request be approved. Bidders not desiring to bid without prior approval of a proposed substitution should follow the procedure contained in this section for pre-bid review of proposed substitutions.

(b) Should the bidder wish to request prior to bid opening any substitution for the specified materials, process, service, or equipment, the bidder shall submit a written request at least ten (10) working days before the bid opening date and time. If the requested substitution is acceptable, the Owner will approve it in an addendum issued to all bidders of record. Requests received less than ten (10) working days prior to bid opening will not be considered prior to the bid date. Extensions of the bid date shall not operate to extend the deadline for requesting substitutions unless the Owner so states in an addendum issued to all bidders of record.

(c) If a substitution is not requested and considered prior to the bid date, the bidder shall submit with the bid all proposed substitutions, if any, on the Substitution Listing form contained in the bid documents.

(d) With respect to any materials, process, service, or equipment listed in the

bid, unless the bidder clearly indicates in its Substitution Listing that it is proposing to use an "equal" material, process, service, or equipment, its bid shall be considered as offering the specified material, process, service, or equipment referred to by the brand name or trade name specified.

(e) Unless expressly authorized in the bid documents, no bid may be conditioned on the Owner's acceptance of a proposed substitution. Any bid containing any such condition may be treated as a non-responsive bid.

(f) It is expressly understood and agreed that the Owner reserves the right to reject any proposed substitution. It is further expressly understood and agreed that in the event the Owner rejects a proposed "equal" item, or any other requested substitution, the specified material, process, service, or equipment designated by brand name or trade name, or other item as specified, will be provided.

(g) No substitution request of any kind or nature may be made after the bid date, except by the express written permission of the Owner and on such terms as Owner may require, or in an emergency, as in the case where a specified material, process, service, equipment, or other item has become unavailable through no fault of the bidder.

(h) These time limitations shall be complied with strictly, and in no case will an extension of time for completion be granted because of the failure to request the substitution of an item at the times and in the manner set forth herein.

(i) Prior to contract award, the Owner shall notify the bidder of the Owner's decision concerning proposed substitutions of "equal" items submitted with the bid. The Owner shall notify bidder of the Owner's decision on any other proposed substitutions as those decisions are made. Notification of all decisions by the Owner shall be in writing, and no proposed substitution shall be deemed approved unless the Owner has confirmed it in writing.

(j) With respect to all proposed substitutions, the requirements applicable to the Contractor in the Contract Documents shall be applicable to all bidders requesting substitutions.

## 22. Surety Qualifications.

Bid bonds executed by a surety insurer admitted in the State of California for purposes of issuance of such bonds will be accepted by Owner as sufficient.

Payment and/or performance bonds executed by a surety insurer admitted in the State of California with a minimum "A minus, VIII" rating (A minus V" when the price stated in the Contract Documents is less than \$500,000) as rated by the current edition of Best's Key Rating Guide published by A.M. Best Company, Oldwick, New Jersey 08858, shall be

presumed by Owner to be sufficient for the issuance of such bonds. In the alternative, any admitted surety company which satisfies the requirements set forth in Code of Civil Procedure Section 995.660 shall be accepted and approved for the issuance of bonds, and documents demonstrating satisfaction of the requirements of Section 995.660 with respect to the bid bond must be submitted with the bid. No personal sureties will be accepted.

23. Liquidated Damages.

All work must be completed within the time limits set forth in the Contract Documents. Bidders must understand that the goodwill, educational process, and other business of the Owner will be damaged if the project is not completed within the time limits required. Should the work not be completed within the specified time for completion, the successful bidder awarded the contract may be liable for liquidated damages and for expenses incurred by the Owner for failure to timely complete the project. Such damages shall be deducted from any payments due or to become due to the successful bidder.

**SUBMISSION OF A BID ON THIS PROJECT SHALL BE TAKEN AS CONCLUSIVE AND IRREFUTABLE EVIDENCE THAT BIDDER AGREES WITH THE REQUIREMENTS OF THIS SECTION.**

24. Drug-Free Workplace Certification.

Pursuant to Government Code section 8350 and following, the successful bidder will be required to execute and return to Owner the Drug-Free Workplace Certificate contained in the Contract Documents with the executed Construction Agreement. The bidder will be required to take positive measures outlined in the certificate to ensure the presence of a drug-free workplace. Failure to abide with the conditions set forth in the Drug-Free Workplace Act could result in penalties, including termination of the Construction Agreement or suspension of payment under the Construction Agreement.

25. Non-Collusion Declaration.

In accordance with the provisions of Public Contract Code section 7106, each bid must be accompanied by a Non-Collusion Declaration executed under penalty of perjury under the laws of the State of California.

26. Implementation of Disabled Veteran Business Enterprises Requirements.

In accordance with Education Code Section 17076.11, the Owner has a participation goal for disabled veteran business enterprises of at least three percent per year of the overall dollar amount of funds allocated to the Owner by the State Allocation Board pursuant to the Leroy F. Greene School Facilities Act of 1998 for construction or modernization and expended each year by the Owner. Prior to and as a condition precedent for final payment under any contract for this project, the successful bidder will be required to provide appropriate documentation to the Owner identifying the amount paid to disabled veteran

business enterprises in conjunction with the contract, so the Owner can assess its success at meeting this goal.

27. Asbestos and Lead-Based Paint Certification.

The form of Contractor's Certificate Regarding Non-Asbestos Containing Materials and Exclusion of Lead Products, as contained in the Contract Documents, shall be executed and submitted with the bid.

28. Fingerprinting Requirements.

The successful bidder and all subcontractors at any level will be required to comply with any applicable laws on fingerprinting construction workers. Minimum requirements are set forth in the Contract Documents, and the form for certification of compliance is contained in the Contract Documents. The successful bidder must complete and return this form when directed by Owner.

29. California Products.

Price, fitness, and quality being equal with regard to supplies, the Owner may prefer supplies grown, manufactured, or produced in California. The Owner may next prefer supplies partially grown, manufactured, or produced in California. Where the Owner has a preference, the bids of the suppliers or the prices quoted by them (i) must not exceed by more than five percent the lowest bids/prices quoted by out-of-state suppliers, (ii) the major portion of the manufacture of the supplies is not done outside of California, and (iii) the public good will be served. Refer to specifications for indications of Owner preferences. Government Code Sections 4330-4334.

30. Contractor License And DIR Registration Required.

To perform the work required for this project, Bidder must possess the type of contractor's license specified in the Notice to Contractors Calling for Bids, and must be registered with the Department of Industrial Relations (DIR) as a public works contractor. Contractor registration can be accomplished through the portal <https://efiling.dir.ca.gov/PWCR/>. No CONTRACTOR or subcontractor shall be qualified to bid on, be listed in a bid proposal, subject to the requirements of § 4104 of the Public Contract Code, for a public works project (submitted on or after March 1, 2015) unless currently registered with the DIR and qualified to perform public work pursuant to Labor Code § 1725.5. No CONTRACTOR or subcontractor may be awarded a contract for public work on a public works project (awarded after April 1, 2015) unless registered with the DIR.

31. Post-Bid Credits.

Should any bidder or proposed subcontractor to any bidder issue any credit or otherwise reduce its bid or quote pertaining to the work of this project, the value of the credit or other



reduction shall be passed on to the Owner less only the applicable markups for profit and overhead as specified in the Contract Documents on change orders.

32. Contents of Bid.

The bid will include the following documents: Bid Form, List of Subcontractors, Substitution Listing form, Non-collusion Declaration, Exclusion of Asbestos and Lead Based Paint Products Certification, Contractors' Qualification Questionnaire (if required) Mandatory Prequalification Package (if required), Iran Contracting Act Certification (if required), Bid Bond or other bid security, and Certification of Attendance at Mandatory Job Walk, if a job walk is required on this project.

33. Bid Protests.

Any bidder having submitted a bid on the project may file a protest against the proposed contract award or challenging the validity of other bids. The protest must meet all the following requirements:

- (a) The protest shall be submitted in writing and shall contain all the materials required by these provisions; one that does not contain all the required material shall not be recognized.
- (b) The protest shall be received by the Owner no later than close of business on the second business day after bid opening; one received after that time shall not be recognized.
- (c) Each protest shall contain the following:
  - (i) Identification by name, address, and telephone number of the protesting person(s), company and/or organization and identification of the project to which the protest pertains.
  - (ii) The protest shall set forth in detail all grounds for the protest, including without limitation all facts, identification by name of any other bids or bidders involved in the protest, all supporting documentation, together with any legal authorities and/or argument in support of the grounds for the protest. Any matters not set forth in the written protest shall be deemed waived. All factual contentions must be supported by competent, admissible, and credible evidence.
- (d) Any protest not conforming to the requirements of this section shall be rejected as invalid.
- (e) Where a protest is filed in conformity with this section, the Owner's staff, or such individual(s) as may be designated by the Owner, shall review and evaluate

the basis of the protest and provide a written decision to the protesting bidder. The written decision shall either concur with or deny the protest.

(f) Submission of a written protest to and receipt of a written decision from the Owner staff shall be considered an administrative remedy, and failure to follow this procedure shall be a bar to any legal action.

(g) The written decision by the Owner's staff is not subject to arbitration, mediation, reconsideration, or further appeal. Any protest not involving a finding of non-responsibility shall be fully and finally decided by Owner's staff, and there shall be no right for a protesting bidder to appeal Owner's staff's written decision to the Owner's governing board unless such appeal concerns a finding on non-responsibility.

34. Procedure for Protesting Being Deemed a Non-Responsible Bidder.

Any bidder or prospective bidder deemed non-responsible after having submitted a bid may file an appeal of the action to the Owner's governing board or other governing body. The protest must meet all the following requirements:

(a) The appeal shall be submitted in writing, and shall contain all the materials required by these provisions; one that does not contain all the required material shall not be recognized.

(b) The appeal must be received by the Owner's governing board or other governing body within two business days of the action by Owner giving rise to the protest; one received after that time shall not be recognized.

(c) A hearing on the appeal shall be held before the Owner's governing board or other governing body prior to the award of contract.

(d) The decision of the Owner's governing board or other governing body is not subject to arbitration, mediation, reconsideration, or further appeal.

(e) Submission of a protest to and receipt of a decision from the Owner's governing board or other governing body shall be considered an administrative remedy, and failure to follow this procedure shall be a bar to any legal action.

35. All Projects Over \$1,000 Are Subject to Prevailing Wage Monitoring and Enforcement by the Labor Commissioner

The project is subject to prevailing wage monitoring and enforcement by the DIR, as indicated in the Notice Calling for Bids. The successful bidder and all subcontractors will be subject to the requirements of Subchapter 4.5 of Chapter 8 of Title 8 of the California Code of Regulations. The successful bidder and all subcontractors will be required to

furnish certified payroll records to the Labor Commissioner on the frequency specified in the Notice Calling for Bids using the DIR's eCPR system. To access the DIR's eCPR system and to obtain additional information and assistance, bidders may go to DIR website [www.dir.ca.gov/Public-Works/Certified-Payroll-Reporting.html](http://www.dir.ca.gov/Public-Works/Certified-Payroll-Reporting.html). Failure to timely submit certified payroll records may result in debarment from public works projects by the Labor Commissioner for a period of one to three years.

## 03-BID FORM

**Name of Bidder:**

**Project: Campus Painting Project**

**Project #: 2024-2381**

**To: Lakeside Union School District**

A. In compliance with your Notice to Contractors Calling for Bids and related documents, the undersigned bidder, having familiarized itself with the terms of the contract, the local conditions affecting the performance of the contract, the cost of the work at the place where the work is to be done, and the drawings and specifications and other contract documents, proposes and agrees to perform the contract within the time stipulated, including all of its component parts and everything required to be performed, and to provide and furnish any and all of the labor, materials, tools, expendable equipment, and all applicable taxes, utility, and transportation services necessary to perform the contract and complete in a workmanlike manner all of the work required in connection with the above-referenced project, including sheeting, shoring, and bracing, or equivalent method for protection of life and limb in trenches and open excavation in conformance with applicable safety orders, within the time limits set for completion of all work, all in strict conformity with the drawings and specifications and other contract documents, including Addenda Nos. \_\_\_\_\_ on file at the office of OWNER for the Base

Bid sum of:

*[list all]*

dollars.

*[written in words]*

\$ \_\_\_\_\_

*[written in numbers]*

B. If any of the following alternate bids are utilized and awarded, the undersigned agrees to make price adjustments, as indicated, to the Base Bid.

### **ALTERNATE BID 1:**

*[description of alternate]*

Bid 1. State the amount to be ☐ **added** ☐ **deducted** to/from the Base Bid for Alternate  
*[select one]*

dollars.  
*[written in words]*

\$ .  
*[written in numbers]*

**ALTERNATE BID 2:**

*[description of alternate]*

Bid 2. State the amount to be ☐ **added** ☐ **deducted** to/from the Base Bid for Alternate  
*[select one]*

dollars.  
*[written in words]*

\$ .  
*[written in numbers]*

**ALTERNATE BID 3:**

*[description of alternate]*

Bid 3. State the amount to be ☐ **added** ☐ **deducted** to/from the Base Bid for Alternate  
*[select one]*

dollars.  
*[written in words]*

\$ .  
*[written in numbers]*

**REFER TO ANY ATTACHMENTS TO THIS BID FORM  
FOR ADDITIONAL ALTERNATES**

C. The Bidder agrees that upon written notice of acceptance of this bid, he will execute the contract and provide all bonds and other required documents within ten (10)

working days after contract award.

D. Attached is bid security not less than 10 percent of the bid, in the amount of \$ , in the form of ☐ (cash) ☐ (bid bond) ☐ (certified check) ☐ (cashier's check).

*[check one]*

E. The Bidder acknowledges that OWNER reserves the right to accept or reject any and/or all Base Bids and alternate bids. This entire bid shall remain open and active for sixty (60) days after bid opening, and any alternate bids not initially awarded shall remain active, as an irrevocable offer by the Bidder to enter into either a change order or separate contract, for up to six months after award of the contract.

F. It is understood and agreed that if written notice of the acceptance of this bid is mailed, telegraphed, or delivered to the Bidder after the opening of the bid, and within the time this bid is required to remain open, or at any time after that before this bid is withdrawn, the Bidder will execute and deliver to OWNER the Agreement and will also furnish and deliver to OWNER the Performance Bond and a separate Payment Bond as specified, certificates of insurance, and other required documents.

G. It is understood and agreed that should the Bidder fail or refuse to return executed copies of the Construction Agreement, bonds, insurance certificates, and other required documents to OWNER within the time specified, the bid security shall be forfeited to OWNER.

H. In submitting this bid, the Bidder offers and agrees that if the bid is accepted it will assign to OWNER all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Business & Professions Code Section 16700 and following sections) arising from purchases of goods, materials, or services by the Bidder for sale to OWNER pursuant to the bid. Such assignment shall be made and become effective at the time OWNER tenders final payment under the contract. (Public Contract Code Section 7103.5; Government Code Section 4552.)

I. The Bidder hereby certifies that it is, and at all times during the performance of work under the Contract Documents shall be, in full compliance with the provisions of the Immigration Reform and Control Act of 1986 ("IRCA") in the hiring of its employees, and the Bidder shall indemnify, hold harmless, and defend OWNER against any and all actions, proceedings, penalties, or claims arising out of the Bidder's failure to comply strictly with the IRCA.

J. The Bidder understands that a licensed contractor shall not submit a bid to a public agency unless the Bidder's contractor's license number appears clearly on the bid, the license expiration date is stated, and the bid contains a statement that the representations made therein are made under penalty of perjury. Any bid not containing this information,



## CORPORATION

Corporation Name: \_\_\_\_\_, a \_\_\_\_\_ Corporation.  
(State of Incorporation)

Business Address:

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

\*By: \_\_\_\_\_ [Required] [Seal]  
(President/Chief Executive Officer/Vice President) [Circle One]

Print Name:

\*By: \_\_\_\_\_ [Required]  
(Secretary/Treasurer/Chief Financial Officer/Assistant Treasurer) [Circle One]

Print Name:

## JOINT VENTURE

Joint Venturer Name:

\*Signed by: \_\_\_\_\_ (Joint Venturer)

Print Name:

Business Address:

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

Other Parties to Joint Venture:

If an individual joint venturer:

\*By: \_\_\_\_\_ (Signature)  
Print Name:

If a DBA joint venturer:

\*By: \_\_\_\_\_ (Signature)  
Print Name:



If a partnership joint venturer:

\*By: \_\_\_\_\_ (Signature)

Print Name:

If a Corporation joint venturer:

**[Seal]**

(Name)

a \_\_\_\_\_ Corporation.  
(State of Incorporation)

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

Print Name:

Title:

**\*Important Notice:** Labor Code § 1771.1(a) provides that "A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded." Please go to <http://www.dir.ca.gov/Public-Works/PublicWorks.html> for more information and to register. This project is subject to monitoring by the Department of Industrial Relations.

## 04-SUBSTITUTION LISTING

**\*\*TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID\*\***

**TO: Lakeside Union School District**

1. Pursuant to bidding and contract requirements for the work titled:  
**Project Title/Bid #: Campus Painting Project/ 2024-2381**

The contract sum, proposed by the undersigned on the Bid Form, is for the work as shown on the drawings, described in the specifications, and otherwise defined in the Contract Documents. However, the undersigned proposes the following substitutions for the Owner's consideration. Should the Owner accept any or all of the proposed substitutions, the Bidder agrees to reduce the contract sum by the amount shown. Proposed substitutions must be submitted not later than 10 working days prior to the date of bid opening in order for such request to be reviewed before bidding. All substitutions must be listed on this form and submitted prior to or with the bid or they will not be reviewed.

2. Please complete, attaching additional sheets as necessary:

Bidder proposes [check one]: ☐ no substitutions.  
☐ the following substitutions:

Specified Product or Material	Drawing Number or Specification Section	Proposed Substitution	Proposed Price Reduction

3. All bids should be calculated and submitted on the assumption that substitution requests will not be approved.

4. Bidder hereby certifies that the requested substitutions are equal or better in all respects to what is specified, unless otherwise noted.

**SIGNATURE MUST BE IDENTICAL  
TO THAT PROVIDED ON BID FORM**

BIDDER:

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

Print Name:

## 05-LIST OF SUBCONTRACTORS

### TO BE SUBMITTED WITH BID

**PROJECT TITLE: BID #: Campus Painting Project/ 2024-2381**

**OWNER: Lakeside Union School District**

A. In compliance with the Subletting and Subcontracting Fair Practices Act (Public Contract Code Section 4100 and following sections) and any amendments to the Act, each Bidder shall set forth below:

1. The name, location of the place of business California contractor license number and DIR registration number of:

a. Each subcontractor who will perform work or labor or render service to the Bidder in or about the construction of the work or improvement to be performed under the Construction Agreement;

b. Each subcontractor licensed by the State of California who, under subcontract to the Bidder, specially fabricates and/or installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half of one percent of the Bidder's total bid or Ten Thousand Dollars ( \$10,000), whichever is greater;

2. The portion of the work which will be done by each subcontractor.

B. The Bidder shall list only one subcontractor for each such portion as is defined by the Bidder in this bid.

C. If the Bidder fails to specify a subcontractor, or if the Bidder 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 Bidder's total bid, the Bidder shall be deemed to have agreed that the Bidder is fully qualified to perform that portion, and that the Bidder alone shall perform that portion.

D. No Bidder whose bid is accepted shall (i) substitute any subcontractor, (ii) permit any subcontractor to be voluntarily assigned or transferred, or allow it 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 Bidder's total bid as to which the original bid did not designate a subcontractor, except as authorized in the Subletting and Subcontracting Fair Practices Act.

E. Violations of any provision of the Subletting and Subcontracting Fair Practices Act may be deemed by the OWNER to make the bid non-responsive and/or the Bidder non-responsive.

F. Attach additional sheets, as necessary.

SUBCONTRACTOR'S NAME & LOCATION	DESCRIPTION OF PORTION TO BE SUBCONTRACTED	CALIFORNIA CONTRACTOR LICENSE NO.	DIR REGISTRATION NUMBER

Firm Name:

By: \_\_\_\_\_  
*[Signature must match that on bid]*

Print Name:

## 06-BID BOND

**IF USED BY BIDDER, MUST BE COMPLETED AND SUBMITTED WITH BID**

**PROJECT TITLE/BID #: Campus Painting Project/ 2024-2381**

**OWNER: Lakeside Union School District**

KNOW ALL MEN BY THESE PRESENTS, that we, \_\_\_\_\_ as Principal, and \_\_\_\_\_ as Surety, are held and firmly bound unto the \_\_\_\_\_ (referred to as Owner) in the sum of \_\_\_\_\_ percent of the total amount of the bid of the Principal submitted to the Owner for the work and obligations described below for the payment of which sum in lawful money of the United States, well and truly to be made, we jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

The condition of this obligation is such that whereas the Principal has submitted the accompanying bid dated \_\_\_\_\_, 20\_\_\_\_, for: \$ \_\_\_\_\_.

NOW, THEREFORE, if the Principal shall not withdraw said bid within the period specified therein after the opening of the same, or if no period be specified, within 60 days after said opening; and if the Principal is awarded the contract, and shall within the specified period, or if no period is specified, within five working days after the award of the contract, enter into a written contract with the Owner in accordance with the bid as accepted and give bonds with good and sufficient surety or sureties as may be required for the faithful performance and proper fulfillment of such contract and for the payment of labor and materials used for the performance of the contract, provide certificates evidencing the required insurance is in effect (in the amounts required in the contract documents), and provide any other documents required under the contract documents to be submitted at the time the contract is executed, then the above obligation shall be void and of no effect, otherwise to remain in full force and effect.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or the call for bids, or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation under this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of said contract or the call for bids, or to the work, or to the specifications.

In the event suit is brought upon this bond by the Owner and judgment is recovered, the Surety shall pay all costs incurred by the Owner in such suit, including a reasonable attorney's fee to be fixed by the court.

IN WITNESS WHEREOF, the parties have executed this instrument under their several seals this       day of       , 20       , the name and corporate party being hereto affixed and duly signed by its undersigned authorized representative.

DATED:

PRINCIPAL

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

Title:

DATED:

SURETY

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

Title:

Note: Signatures of those executing for the Surety must be properly acknowledged.

**07-NONCOLLUSION DECLARATION  
TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID**

**PROJECT TITLE/BID #: Campus Painting Project/ 2024-2381**

**OWNER: Lakeside Union School District**

The undersigned declares:

I am the \_\_\_\_\_ of \_\_\_\_\_, 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].

Contractor:

By \_\_\_\_\_

Title:

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



## 08-EXCLUSION OF LEAD AND ASBESTOS PRODUCTS

### TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

**PROJECT TITLE/BID #: Campus Painting Project/ 2024-2381**

**OWNER: Lakeside Union School District**

Pursuant to the provisions of the California Education Code for construction, modernization, or renovation of school facilities, lead based paint, lead plumbing, and solders, or other potential sources of lead contamination shall not be utilized in the construction of any new school facility or the modernization or renovation of any existing school facility.

The Contractor agrees that sources and potential sources of lead contamination, whether in products or materials, will not be used in performing work under the Agreement.

In addition, the Contractor agrees that asbestos containing products or materials will not be used in performing work under the Agreement.

At completion of work under the Agreement, the Contractor will warrant and represent to the Owner the following:

1. That no asbestos containing products or materials, or sources or potential sources of lead contamination, were used in performing work under the Agreement.
2. That should any asbestos containing products, or sources or potential sources of lead contamination, be found to have been used by the Contractor or any subcontractor, supplier, or vendor on the Project, the Contractor will replace them, together with all related materials, at no cost to the Owner.
3. That should the replacement require any interruption in the normal operation of the school, the Contractor will pay all costs necessarily incurred to keep the school functioning with the least possible disruption to its day-to-day operations.

Executed at \_\_\_\_\_, California, on \_\_\_\_\_, 20\_\_\_\_\_.

Firm Name:

By:

Title:

Signed: \_\_\_\_\_  
*[Signature must match that on bid]*

## 09-CONSTRUCTION AGREEMENT

THIS AGREEMENT, dated \_\_\_\_\_, in the County of \_\_\_\_\_, State of California, is by and between the \_\_\_\_\_ ("OWNER") and \_\_\_\_\_ ("CONTRACTOR").

For the consideration stated in this Agreement, OWNER and CONTRACTOR agree as follows:

1. Contract Documents. The complete Agreement includes all of the Contract Documents as defined in the General Conditions and any other documents comprising any portion of the bid package, and all modifications, addenda, and amendments of or to any of these documents, all of which are incorporated by reference into this Agreement. The Contract Documents are complementary, and what is called for by any one shall be as binding as if called for by all.

2. Scope of Performance. CONTRACTOR shall perform within the time set forth in Paragraph 4 of this Agreement everything required to be performed, and shall provide and furnish all labor, materials, necessary tools, expendable equipment, and all utility and transportation services described in the Contract Documents and required for construction of exterior painting ( color coat), replacing windows and doors as indicated on plans and specs.

All of the work to be performed and materials to be furnished shall be completed in a good workmanlike manner in strict accordance with the Plans, Drawings, Specifications and all provisions of the Contract Documents as defined above. CONTRACTOR shall be liable to OWNER for any damages arising as a result of a failure to fully comply with this obligation, and CONTRACTOR shall not be excused with respect to any failure to so comply by any act or omission of OWNER, the Architect, Engineer, Inspector, Division of State Architect, or representative of any of them, unless such act or omission actually prevents CONTRACTOR from fully complying with the requirements of the Contract Documents, and unless CONTRACTOR protests at the time of the alleged prevention that the act or omission is preventing CONTRACTOR from fully complying with the Contract Documents. The protest shall not be effective unless reduced to writing and filed with OWNER within three working days of the date of occurrence of the act or omission preventing CONTRACTOR from fully complying with the Contract Documents.

3. Contract Price. Subject to any additions or deductions as provided in the Contract Documents, as full consideration for the faithful performance of the contract OWNER shall pay to CONTRACTOR the sum of \$ \_\_\_\_\_.

4. Construction Period. The work shall be commenced on or before the 5<sup>th</sup> day after receiving OWNER's Notice to Proceed and shall be completed within 60 consecutive calendar days from the date specified in the Notice to Proceed.

5. Liquidated and Other Damages. All work must be completed within the time limits set forth in the Contract Documents. If the work is not completed in accordance with the time limits

set forth in this Agreement, in accordance with Government Code Section 53069.85, CONTRACTOR shall pay to OWNER as fixed and liquidated damages, and not as a penalty, the sum of \$500.00 for each calendar day of delay until work is completed and accepted.

Detailed requirements concerning liquidated damages and other damages which may be assessed if CONTRACTOR fails to complete the project within the time period provided in this Agreement are contained in the General Conditions.

6. Insurance. Prior to commencing the work, CONTRACTOR shall take out and maintain during the life of this contract, and shall require all subcontractors, if any, whether primary or secondary, to take out and maintain all insurance as required in the General Conditions.

7. Substitution of Securities. Public Contract Code Section 22300 permits the substitution of securities for any monies withheld by a public agency to ensure performance under a contract. At the request and expense of CONTRACTOR, securities equivalent to the amount withheld shall be deposited with the public agency, or with a state or federally chartered bank in California as the escrow agent, who shall then pay such monies to CONTRACTOR. OWNER retains the sole discretion to approve the bank selected by CONTRACTOR to serve as escrow agent. Upon satisfactory completion of the contract, the securities shall be returned to CONTRACTOR. Securities eligible for investment shall include those listed in Government Code Section 16430 or bank or savings and loan certificates of deposit. CONTRACTOR shall be the beneficial owner of any securities substituted for monies withheld and shall receive any interest thereon.

In the alternative, under Section 22300, CONTRACTOR may request OWNER to make payment of earned retentions directly to the escrow agent at the expense of CONTRACTOR. Also at CONTRACTOR's expense, CONTRACTOR may direct investment of the payments in securities, and CONTRACTOR shall receive interest earned on such investment upon the same conditions as provided for securities deposited by CONTRACTOR. Upon satisfactory completion of the contract, CONTRACTOR shall receive from the escrow agent all securities, interest, and payments received by escrow agent from OWNER pursuant to the terms of Section 22300. Not later than 20 days after receipt of such payment, CONTRACTOR shall pay to each subcontractor the respective amount of interest earned, net of costs attributed to retention withheld from each subcontractor, on the amount of retention withheld to ensure performance of CONTRACTOR.

8. Corporate Status and Authorization. If CONTRACTOR is a corporation, the undersigned hereby represents and warrants that the corporation is duly incorporated and in good standing in the State of \_\_\_\_\_, and that \_\_\_\_\_, whose title is \_\_\_\_\_, is authorized to act for and bind the corporation.

9. Posting. Contractor shall be responsible to post job site notices prescribed by Title 8 CCR § 16451 (d) pertaining to prevailing wage monitoring by the Department of Industrial Relations.

10. Entire Agreement. This Agreement, including the Contract Documents incorporated by reference, constitutes the final, complete, and exclusive statement of the terms of the agreement

between the parties pertaining to construction of the project. It supersedes all prior and contemporaneous understandings or agreements of the parties. No party has been induced to enter into this Agreement by, nor is any party relying on, any representation or warranty outside those expressly set forth in this Agreement. The Agreement can only be modified by an amendment in writing, signed by both parties and approved by action of OWNER's governing board or other governing body.

11. Parties in Interest. Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any person other than the parties to this Agreement and their respective successors and assigns. Nothing in this Agreement, whether express or implied, is intended to relieve or discharge the obligation or liability of any third person to any party to this Agreement, nor shall any provision give any third person any right of subrogation or action against any party to this Agreement.

12. Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the Agreement shall continue in full force and effect and shall in no way be impaired or invalidated.

13. Governing Law. The rights and obligations of the parties and the interpretation and performance of this Agreement shall be governed by the laws of California, excluding its conflict of laws rules.

The parties have executed this Agreement by the signatures of their authorized representatives effective the date indicated above.

DISTRICT

CONTRACTOR

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

\*By: \_\_\_\_\_  
Signature

Print Name Above

Print Name Above

Print Title Above

Print Title Above

[Continued on Following Page]

**[CORPORATE SEAL OF  
CONTRACTOR, if a corporation]**

Contractor's License No.

Tax ID/Social Security No.

DIR Registration No.

**\*Important Notice:** Labor Code § 1771.1(a) provides that “A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.” Please go to <http://www.dir.ca.gov/Public-Works/PublicWorks.html> for more information and to register. This project is subject to monitoring by the Department of Industrial Relations.

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## **10-GENERAL CONDITIONS-GC**

**PROJECT TITLE/ BID #:**  
**OWNER:**

## **ARTICLE 1 DEFINITIONS**

A. Action of the Governing Board or Other Governing Body: An official act of the governing board or other governing body of OWNER.

B. Approve: The term “approve,” where used in conjunction with the Architect’s action on the CONTRACTOR’S submittals, applications, and request, is limited to the responsibilities and duties of the Architect stated in General and Supplementary Conditions. Approval shall not release CONTRACTOR from responsibility to fulfill Contract Document requirements, unless otherwise provided in the Contract Documents.

C. Architect: The person, persons, or entity selected by OWNER to provide architectural services to the Project. Architect is an independent contractor and is not an agent of OWNER.

D. Contract Documents: All contract documents, including all official documents on this Project, including the Notice Calling for Bids, Instructions to Bidders, Bid Form, Designation of Subcontractors, Workers’ Compensation Certificate, Performance Bond, Payment Bond, Change Orders, Shop Drawings and their Transmittals, Information Required of Bidder, all prequalification forms submitted pursuant to Public Contract Code sections 20111.5 or 20111.6, if any, Substitution Listing form on any approved substitutions, Non-Collusion Declaration, Insurance Certificates, Guarantees, Contractor’s Certificate Regarding Non-Asbestos and/or Lead Containing Materials, if any, Davis-Bacon Compliance Certification, Fingerprinting Certifications, Labor Compliance Program documents, General Conditions, Supplemental General Conditions, if any, Iran Contracting Act Certification, if any, Special Conditions and/or Requirements, if any, Plans, Drawings, Specifications, the Construction Agreement, and all Modifications, addenda, and amendments of those documents.

E. Modification:

1. A written amendment to the Contract Documents signed by both parties;
2. A fully executed Change Order;
3. A written interpretation issued by the Architect; or
4. A written order for a minor change in the Work issued by the Architect.



F. CONTRACTOR: That entity awarded this Construction Agreement by official action of OWNER. Throughout the Contract Documents CONTRACTOR is treated as being of singular number and neuter gender.

G. Date of Acceptance: The date when all of the following conditions are satisfied:

1. OWNER is able to occupy all portions of the project.
2. The notice of completion is recorded with local authorities.
3. The final verified report is filed with the Division of State Architect of the Department of General Services.
4. Acceptance of project by OWNER's governing board or other governing body.

H. Days: Calendar days unless noted otherwise.

I. Equivalent to: Equal or superior in function and quality and approved by the Architect.

J. Furnish: Means "supply and deliver to the project site, ready for unloading, unpacking, assembly, installation, and similar operations."

K. Indicated: Refers to graphic representations, notes or schedules on the Drawings, or other Paragraphs or Schedules in Specifications, and similar requirements in Contract Documents. Where terms such as "shown," "noted," or "scheduled" are used, it is to help locate the reference; no limitation on locations is intended except as specifically noted.

L. Install: Used to describe operations at the project site, including the actual "unloading, unpacking, assembly, erection, placing, anchoring, applying, working to dimension, finishing, curing, protection, cleaning and similar operations."

M. Installer: An entity engaged by CONTRACTOR, either as an employee, subcontractor, or sub-subcontractor for performance of a particular construction activity, including installation, erection, application, and similar required operations. Installers are required to be experienced in the operations they are engaged to perform and licensed as required in the individual specification sections.

N. Liquidated Damages: Pursuant to Government Code Section 53069.85, this is the specified sum of money that CONTRACTOR shall forfeit and pay to OWNER for those

specified portions of the Project that are uncompleted and delayed beyond the stated completion time.

O. Or Equal: Where named products in specification text are accompanied or are deemed by law to be followed by the term “or equal,” or other language of similar effect, CONTRACTOR shall comply with those Contract Document provisions for “substitutions” when obtaining Architect’s review and consideration.

P. OWNER: The school district, community college district, County Superintendent of Schools, or other public entity executing the Construction Agreement acting through its governing board or other governing body.

Q. Plans: The reproductions of the official drawings adopted and approved by OWNER showing locations, character, dimensions, and details of the work.

R. Project: The undertaking planned by OWNER and CONTRACTOR as provided in the Contract Documents.

S. Project Inspector/Inspector of Record: Any individual or firm retained by OWNER as the on-site inspector for a particular project hired by and paid by OWNER and under general direction of the Architect or registered engineer in charge. The Project Inspector shall be responsible for inspecting all work included in the Contract Documents. A special inspector shall be responsible only for inspecting the work for which he/she is approved. Inspectors are independent contractors and are not agents or employees of OWNER.

T. Project Manual: The volume(s) that include the bidding requirements, sample forms, and all of the initial Contract Documents, such as Conditions of the Contract, Schedules and Details Manual, the Specifications, and the addenda to be used on the Project.

U. Project Site: The space available to CONTRACTOR for performance of the Work, either exclusively or in conjunction with others performing other construction as part of the Project. The extent of the Project Site is shown on the Drawings, and may or may not be identical with the description of the land upon which the Project is to be built.

V. Provide: Includes “provide complete in place,” that is, furnish and install.

W. Refer: Indicates that the subject is defined or specified in further detail at another location in the Contract Documents or elsewhere as indicated. Except, as otherwise noted, “refer” does not imply that CONTRACTOR must purchase or subcontract the subject work in any special manner.

X. Related Work in Other Sections: A nonrestrictive term used throughout the Specifications to coordinate the Work and facilitate checking and bidding.

Y. Required: As required by Contract Documents.

Z. Safety Orders: Issued by Division of Industrial Safety and OSHA Safety and Health Standards for Construction.

AA. Specification: The printed instruction and requirements which complement the plans as to the methods and manner of performing the Work or to the quantities and qualities of the materials to be furnished.

BB. Subcontractor: Includes those having a direct contract with the CONTRACTOR and those who furnish material worked to a special design according to plans, drawings, and Specifications of this work, but does not include those who merely furnish material not so worked.

CC. Surety: The firm or corporation executing CONTRACTOR'S Performance Bond and/or Payment Bond as surety, as the context indicates.

DD. Testing Laboratory: An independent entity engaged to perform specific inspections or test, either at the Project Site or elsewhere, and to report on, and if required, interpret results of those inspections or tests. It is not an agent of OWNER.

EE. Unfinished: Refers to the status of the Work prior to reaching completion, as described in Article 61.

FF. Work: Work of the CONTRACTOR and subcontractors, including all labor or materials (including without limitation, equipment, and appliances), both incorporated in, or to be incorporated in the Project in order to fully meet the requirements of the Contract Documents.

## **ARTICLE 2 STATUS OF CONTRACTOR**

A. CONTRACTOR is and shall at all times be deemed to be an independent contractor and shall be wholly responsible for the manner in which it performs the services required of it by the terms of the Contract Documents.

B. Nothing contained in the Contract Documents shall be construed as creating the relationship of employer and employee, or principal and agent, between OWNER and CONTRACTOR or any of CONTRACTOR'S agents or employees.

C. CONTRACTOR exclusively assumes the responsibility for the acts of its employees as they relate to the services to be provided during the course and scope of their employment. CONTRACTOR, its agents, and employees shall not be entitled to any rights or privileges of OWNER employees and shall not be considered in any manner to be OWNER employees.

D. OWNER shall be permitted to monitor the activities of CONTRACTOR to determine compliance with the terms of the Contract Documents.

E. Contractors are required by law to be licensed and regulated by the Contractors' State License Board. Any contractor not so licensed is subject to penalties under the law and the Construction Agreement will be considered void pursuant to Business and Professions Code Section 7028.7. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, 3132 Bradshaw Road, Post Office Box 2600, Sacramento, California, 95826.

F. Contractors or subcontractors are not qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5. This project is subject to monitoring by the Department of Industrial Relations.

### **ARTICLE 3 CONTRACTOR SELECTION PROCESS AND PROHIBITED INTERESTS**

A. As a means of maintaining the integrity of the formal selection process, contacts with individual members of OWNER's Board of Trustees or governing body on behalf of any bidding firm relative to this Project will be considered inappropriate.

B. No official of OWNER who is authorized in such capacity and on behalf of OWNER to negotiate, make, accept, or approve, or to take part in negotiating, making, accepting or approving, any architectural, engineering, inspection, construction, or material supply contract, or any subcontract in connection with construction of the Project, shall have any direct or indirect financial interest in any part of this Project.

C. No officer, employee, architect, attorney, engineer, or inspector of or for OWNER who is authorized in such capacity and on behalf of OWNER to exercise any executive, supervisory, or other similar functions in connection with construction of the Project shall have any direct or indirect financial interest in any part of this Project.

D. CONTRACTOR shall receive no compensation and shall repay OWNER for any compensation received should CONTRACTOR aid, abet, or knowingly participate in any violation of this Article.

## **ARTICLE 4 CHANGE IN NAME OR NATURE OF CONTRACTOR'S LEGAL ENTITY**

Before CONTRACTOR makes any change in the name or legal nature of the CONTRACTOR'S entity, CONTRACTOR shall first notify OWNER in writing and cooperate with OWNER in making such changes as OWNER may request in the Contract Documents.

## **ARTICLE 5 DEBARRED CONTRACTOR**

A. Pursuant to Labor Code Sections 1777.1 and 1777.7, a contractor may be prohibited from bidding or performing work as a subcontractor on a public works project.

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

C. Pursuant to Public Contract Code Section 4701, CONTRACTOR shall request the substitution of any subcontractor who has been debarred by the California Labor Commissioner from working as a subcontractor on public work.

## **ARTICLE 6 SUBCONTRACTING**

A. CONTRACTOR agrees to bind each and every subcontractor to the terms of the Contract Documents as far as the terms are applicable to the subcontractor's work. Each subcontract shall contain a reference to Contract Documents, and the terms of the Contract Documents shall be incorporated into and made a part of each subcontract. If CONTRACTOR subcontracts any part of its work under the Construction Agreement, CONTRACTOR shall be responsible to OWNER for any acts and omissions of its subcontractors and of persons either directly or indirectly employed by its subcontractors. Nothing contained in the Contract Documents shall create any contractual relationship between any subcontractor and OWNER.

B. OWNER'S consent to or approval of any subcontractor shall not in any way relieve CONTRACTOR of its obligations under the Contract Documents , and no such consent or approval shall be deemed to waive any provision of the Contract Documents.

C. CONTRACTOR must submit with its bid a Designation of Subcontractors. If CONTRACTOR specifies more than one subcontractor for the same portion of work or fails to specify a subcontractor, and such portion of the work exceeds one-half of one percent of the total bid, CONTRACTOR agrees that it is fully qualified to perform and shall perform such work itself. The substitution or addition of subcontractors shall be permitted only as authorized by Public Contract Code Sections 4100, et seq.

D. All subcontractors shall be appropriately licensed and registered with DIR to perform the work for which employed in conformity with the laws of the State of California.

E. In accordance with California Business and Professions Code Section 7059, if CONTRACTOR is designated as a "specialty contractor" (as defined in Public Contract Code Section 7058), all of the work to be performed outside of the Contractor's license specialty, except "incidental" work as that term is used in Section 7059(a), shall be performed by a licensed subcontractor in compliance with the Subletting and Subcontracting Fair Practices Act, California Public Contract Code Section 4100, et seq.

F. A copy of each subcontract, if in writing, or if not in writing, then a written statement signed by the Contractor giving the name of the subcontractor and the terms and conditions of such subcontract, shall be filed with OWNER before the subcontractor begins work. Each subcontract will provide for termination in accordance with these General Conditions. Each subcontract shall provide for its annulment by CONTRACTOR at the order of the Architect if in the Architect's opinion the subcontractor fails to comply with the requirements of the Contract Documents insofar as the same may be applicable to this work.

G. Nothing contained in these General Conditions shall relieve CONTRACTOR of any liability or obligation under the Contract Documents, nor shall any permissible substitution or addition of a subcontractor result in any increase in the contract price or in an extension of time for completion of the Project.

H. CONTRACTOR shall require subcontractors to include the provisions of this article in their sub-subcontracts, if any.

I. Each subcontract applicable to this Project is hereby assigned to OWNER, such assignment to become effective only upon termination of the Construction Agreement for cause pursuant to the Contract Documents, and only as to such subcontracts as OWNER may, in its sole discretion, select and provide written notice of such assignment, and such assignments are subject to the rights and obligations of the surety on any applicable bonds, as detailed in the Contract Documents.

## **ARTICLE 7 ARCHITECT'S STATUS**

A. The Architect shall be OWNER's representative during construction and shall observe the progress and quality of the Work on behalf of OWNER. The Architect shall have the authority to act on behalf of OWNER only to the extent expressly provided in the Contract Documents. The Architect shall have authority to stop work whenever necessary, in the Architect's reasonable opinion, to ensure the proper execution of the Work of the Project.

B. The Architect shall be, in the first instance, the judge of the performance of the Work. The Architect shall exercise authority under the Contract Documents to enforce CONTRACTOR's faithful performance.

C. The Architect shall have all authority and responsibility established by law, including Title 24 of the California Code of Regulations. The Architect has the authority to enforce compliance with the Contract Documents and CONTRACTOR shall promptly comply with instructions from the Architect or an authorized representative of the Architect.

D. On all questions related to quantities, acceptability of material, equipment, or workmanship, execution, progress, or sequence of work, the interpretation of plans, specifications, or drawings, and the acceptable performance of CONTRACTOR, the decision of the Architect shall govern and shall be a condition precedent to any payment, unless otherwise ordered by OWNER. CONTRACTOR shall not impair or delay the progress and completion of the Work by virtue of any question or dispute arising out of or related to the foregoing matters, or the instructions of the Architect relating to them.

E. General supervision and direction of the Work by the Architect shall in no way imply that the Architect or its representatives are in any way responsible for the safety of CONTRACTOR or its employees or that the Architect or its representatives will maintain supervision over CONTRACTOR'S construction methods, means, or personnel other than to ensure that the quality of the finished work is in accordance with the Contract Documents.

## **ARTICLE 8 PROJECT INSPECTOR AND INSPECTOR FACILITIES**

A. One or more Project Inspectors ("IOR"), including specialty Inspectors as required, employed by OWNER and operating under direction of the Architect, in accordance with the requirements of the California Code of Regulations Titles 21 and 24, will be assigned to the Work. All work shall be performed under the observation of or with the knowledge of the Project Inspector. The Project Inspector shall have free access to all parts of the Work at any time. CONTRACTOR shall furnish the Project Inspector with such

information as may be necessary to keep the Project Inspector fully informed regarding the progress and manner of work and the character of materials.

B. Observations by the Project Inspector shall not in any way relieve CONTRACTOR from responsibility for full compliance with all terms and conditions of the Contract Documents, or be construed to lessen to any degree CONTRACTOR's responsibility for providing efficient and capable superintendence.

C. The Project Inspector is not authorized to make changes in the drawings or Specifications, nor shall the Project Inspector's approval of the Work and methods relieve CONTRACTOR of responsibility for the correction of subsequently discovered defects, or from its obligation to fully comply with the Contract Documents.

## **ARTICLE 9 COPIES FURNISHED**

CONTRACTOR will be furnished five copies of the drawings and specifications free of charge. Additional copies may be obtained for the cost of reproduction.

## **ARTICLE 10 OWNERSHIP OF DRAWINGS**

All documents prepared on behalf of OWNER including, without limitation the Plans, Specifications, drawings, and other documents, are instruments of service of the Architect and/or its consultants and are the property of OWNER. Neither CONTRACTOR nor any Subcontractor, Sub-subcontractor, material or equipment supplier or anyone else shall own or claim a copyright in such documents. Unless otherwise indicated, the Architect shall be deemed the author of such documents. Such documents are furnished to CONTRACTOR for use solely with respect to this Project, and are not to be used for any other purpose by CONTRACTOR or any Subcontractor, Sub-subcontractor, or material or equipment supplier, or anyone claiming through them without the express written consent of OWNER. CONTRACTOR, Subcontractors, Sub-subcontractors, and material or equipment suppliers are granted a limited license to use and reproduce applicable portions of the documents for use in the execution of their work under the Contract Documents.

## **ARTICLE 11 DOCUMENTS ON WORK**

A. CONTRACTOR shall keep one copy of all Contract Documents, including addenda, change orders, shop drawings, and other modifications, and Titles 19, 21, and 24 of the California Code of Regulations, on the job at all times. The documents shall be kept in good order and accurately marked to record all changes made during construction. The documents shall be available to the Architect and its representatives at all times.



B. CONTRACTOR shall be acquainted with and comply with all statutes and regulations as they relate to this Project. (See particularly the duties of Contractor, Title 24 California Code of Regulations, Sections 4-343.) CONTRACTOR shall also be acquainted with and comply with all provisions of the California Code of Regulations relating to conditions on this Project, particularly Titles 8 and 17.

## **ARTICLE 12 DRAWINGS AND SPECIFICATIONS**

A. Drawings and Specifications are intended to delineate and describe the Project and its component parts sufficiently to enable skilled and competent contractors to intelligently bid upon the work, and to carry the Work to a successful and timely conclusion.

B. Organization of the Specifications into divisions, sections, and articles, and arrangement of drawings, shall not control CONTRACTOR in dividing the Work among subcontractors or in establishing the extent of work to be performed by any trade.

C. The drawings and Specifications describe the work to be performed by CONTRACTOR. Generally, the Specifications describe work which cannot be readily indicated on the drawings and indicate types, qualities, and methods of installation of the various materials and equipment required for the Work. It is not intended to mention every item of work in the Specifications which can be adequately shown on the drawings, or to show on the drawings all items of work described or required by the Specifications even if they could have been shown.

D. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all. The Contract Documents are intended to encompass all labor and materials, equipment, and transportation necessary for proper execution of the Work. Any item of work mentioned in the Specifications and not shown on the drawings, or shown on the drawings and not mentioned in the Specifications, shall be provided by CONTRACTOR as if shown in both.

E. All materials or labor for the Work which are shown either by the Drawings or the Specifications (or are reasonably inferable from the Drawings or the Specifications as being necessary to complete the work) shall be provided by CONTRACTOR, whether or not the work is expressly covered in either the Drawings and/or the Specifications. It is intended that the Work be of sound, quality construction. CONTRACTOR must furnish adequate labor and materials to cover installation of all items indicated, described, or implied in the portion of the Work to be performed.

F. Drawings and Specifications are intended to comply with all laws, ordinances, rules and regulations of authorities having jurisdiction, and where referred to in the Contract

Documents, such laws, ordinances, rules and regulations shall be considered as a part of the Contract Documents within the limits specified. If CONTRACTOR observes that the drawings or Specifications are contrary to applicable law, ordinance, rule or regulation, CONTRACTOR shall immediately notify the Architect in writing, and any changes deemed necessary by the Architect shall be made as provided in the Contract Documents for changes in work. If CONTRACTOR performs any work which CONTRACTOR knows or through the exercise of reasonable diligence should have known to be contrary to any law, rule, regulation, or ordinance without seeking and obtaining clarification, CONTRACTOR shall bear any and all costs arising from it, including without limitation the costs of correction without increase or adjustment to the contract price or the time for performance.

G. Materials or work described in words which have a well known technical or trade meaning shall be deemed to refer to those recognized standards.

H. It is not the intention of the Contract Documents to go into detailed descriptions of any materials and/or methods commonly known to the trade under "trade name" or "trade term." The mere mention or notation of such "trade name" or "trade term" shall be considered a sufficient notice to CONTRACTOR that it will be required to complete the Work so named with all its incidental and accessory items according to the best practices of the trade.

I. Naming any material and/or equipment requires CONTRACTOR to furnish and install the named material/equipment, including all incidental and accessory items and/or labor necessary to achieve full and complete functioning of the material and/or equipment according to the best practices of the trade(s) involved, unless specifically noted otherwise.

J. Figured dimensions on drawings shall govern, but work not dimensioned shall be as directed. Work not particularly shown or specified shall be the same as similar parts that are shown or specified. Large scale drawings shall take precedence over smaller scale drawings as to shape and details of construction. Specifications shall govern as to materials, workmanship, and installation procedures, provided however that the drawing or specification calling for the higher quality material or workmanship shall prevail, without additional cost to OWNER.

K. In case of inconsistencies in the descriptions of work to be done, equipment to be provided or material to be used, it is intended that the more stringent, higher quality, and greater quantity of work shall apply, without additional cost to OWNER.

L. All items indicated on the drawings or in the Specifications as future items require CONTRACTOR to provide all the mechanical, electrical, and other necessary service

hookups or provisions required to make the equipment function as intended. Such items shall be provided to the location where the future item is indicated to be installed.

M. In the event of an inconsistency between the Construction Agreement or General Conditions and the other various Contract Documents, the Construction Agreement or General Conditions shall control.

N. Drawings and specifications are intended to be fully cooperative and to agree. If CONTRACTOR observes that drawings and Specifications are in conflict, CONTRACTOR shall promptly notify the Architect in writing, requesting clarification. Should CONTRACTOR commence work on any part of the Work without seeking clarification, CONTRACTOR waives any claim for extra work or damages as a result of any ambiguity, conflict, or lack of information. Questions regarding interpretation of drawings and Specifications shall be clarified by the Architect in writing.

O. If CONTRACTOR or its subcontractors, material, or equipment suppliers, or any of their officers, agents, and employees performs, permits, or causes the performance of any work to be done under the Contract Documents which it knows, or should have known, to be in error, inconsistent, or ambiguous, or not sufficiently detailed or explained, CONTRACTOR shall bear any and all resulting costs, including without limitation the costs of correction without increase or adjustment to the contract price or the time for performance.

P. Should clarification by the Architect be deemed new or additional work, the cost shall be adjusted as provided in these General Conditions for "Changes and Extra Work," provided however that requirements calling for the higher quality material or workmanship shall prevail without additional cost to OWNER or time adjustment.

Q. In the event the Architect determines that CONTRACTOR's requests for clarification or interpretation are not justified, or do not reflect adequate, competent supervision or knowledge by CONTRACTOR, or by the subcontractors, CONTRACTOR shall be required to pay the Architect's reasonable and customary fees in processing and responding to such requests.

R. Some drawings or other documents may be required of CONTRACTOR. If CONTRACTOR performs, permits, or causes the performance of any work under the documents prepared by or on the behalf of CONTRACTOR which document is in error, inconsistent or ambiguous, or not sufficiently detailed or explained, CONTRACTOR shall bear any and all resulting costs, including, without limitation, the cost of correction, without increase to or adjustment in the contract price or the time for performance. In no case shall any subcontractor proceed with the work if uncertain without CONTRACTOR'S written direction and/or approval.

S. If it is found at any time, whether before or after completion of the work, that CONTRACTOR has varied from the drawings and/or Specifications in materials, quality, form, or finish, or in the amount or value of the materials and labor used, the Architect shall make a recommendation either: (1) that all such improper work should be removed, remade, and replaced, and all work disturbed by these changes be made good at CONTRACTOR'S sole expense; or (2) that OWNER deduct from any amount due CONTRACTOR the sum of money equivalent to the difference in value between the work performed and that called for by the drawings and Specifications. The Architect shall determine such difference in value. At its option, OWNER may pursue either recommendation made by the Architect.

### **ARTICLE 13 DETAIL DRAWINGS AND SPECIFICATIONS**

A. In case of ambiguity, conflict, or lack of information, the Architect shall furnish additional instructions, by means of drawings or otherwise, necessary for proper execution of the Work. All drawings and instructions shall be consistent with the Contract Documents, true developments of them, and reasonably inferable from them. Any additional instructions shall be furnished with reasonable promptness, provided that CONTRACTOR informs the Architect of the relationship of the request to the critical path of construction.

B. Work shall be executed in conformity with the Contract Documents and CONTRACTOR shall do no work without proper drawings and instructions.

C. The Architect will furnish necessary additional details to more fully explain the work, which shall be considered as part of the Contract Documents.

D. Should any details be more elaborate, in the opinion of CONTRACTOR, than scale drawings and specifications warrant, CONTRACTOR shall give written notice to the Architect within five days of receipt of the details. In case no notice is given to the Architect within five days, it will be assumed the details are reasonable development of the scale drawings. In case notice is given, the details will be considered and if found justified the Architect will either modify the drawings or shall recommend to OWNER a change order for any extra work involved.

E. All parts of the construction shall be of the best quality of their respective kinds and CONTRACTOR shall use all diligence to become fully involved in the required construction and finish, and in no case to proceed with the different parts of the Work without first obtaining from the Architect directions and/or drawings as may be necessary for proper performance of the Work.

## **ARTICLE 14 SHOP DRAWINGS AND SUBMITTALS**

- A. The term "shop drawing" shall be understood to include, but not be limited to detail design calculations, fabrication and installation drawings, lists, graphs, and operating instructions.
- B. CONTRACTOR shall check and verify all field measurements and shall promptly submit six copies of all shop or setting drawings, schedules, and material lists required for the work of various trades, checked and approved by CONTRACTOR.
- C. All submittals of shop drawings, catalog cuts, data sheets, schedules, and material lists shall be complete and shall conform to contract drawings and specifications. Except where the preparation of a shop drawing is dependent upon the approval of a prior shop drawing, all shop drawings pertaining to the same class or portion of the work shall be submitted simultaneously.
- D. Shop drawings shall be submitted at a time sufficiently early to allow review by the Architect and the Division of State Architect (DSA) if required, and to accommodate the rate of construction progress required under the Contract Documents. CONTRACTOR will be required to pay the Architect's reasonable and customary fees to expedite review of shop drawings which are not submitted in timely fashion.
- E. Calculations of a structural nature must be approved by the DSA.
- F. All shop drawing submittals shall be accompanied by an accurately completed transmittal form using the format provided by OWNER. Any shop drawing submittal not accompanied by the transmittal form, or where all applicable items on the form are not completed, will be returned for resubmittal. CONTRACTOR may authorize a material or equipment supplier to deal directly with the Architect with regard to shop drawings, however ultimate responsibility for the accuracy and completeness of the information contained in the submittal shall remain with CONTRACTOR.
- G. Normally, a separate transmittal form shall be used for each specific item or class of material or equipment for which a submittal is required. Transmittal of shop drawings on various items using a single transmittal form will be permitted only when the items taken together constitute a manufacturer's "package" or are so functionally related that expediency indicates review of the group or package as a whole. At its option, CONTRACTOR or suppliers may obtain quantities of the shop drawing transmittal form at reproduction cost from the Architect.
- H. CONTRACTOR's review and approval of shop drawings shall include the following stamp:

"CONTRACTOR has reviewed and approved not only the field dimensions but the construction criteria and has also made written notation regarding any information in the shop drawings that does not conform to the Contract Documents. This shop drawing has been coordinated with all other shop drawings received to date by CONTRACTOR and this duty of coordination has not been delegated to subcontractors, material suppliers, the Architect, or the engineers on this Project.

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Signature of CONTRACTOR"

I. The Architect's review of shop drawings will be limited to checking for general agreement with the Contract Documents, and shall in no way relieve CONTRACTOR of responsibility for errors or omissions contained in them, nor shall the review operate to waive or modify any provision contained in the Contract Documents. The Architect's approval of the drawings or schedules shall not relieve CONTRACTOR of its responsibility for deviations from drawings or specifications unless CONTRACTOR has called the Architect's attention to the deviations, in writing, at the time of submission, and secured the Architect's written approval.

J. Fabricating dimensions, quantities of material, applicable code requirements, and other contract requirements shall be CONTRACTOR's responsibility.

K. Within 21 calendar days after receipt of shop drawings, the Architect will return one or more prints of each drawing to CONTRACTOR with the Architect's comments noted on them.

L. If prints of the shop drawings are returned to CONTRACTOR marked "NO EXCEPTIONS TAKEN," formal revision of the drawings will not be required. If prints of the shop drawings are returned to CONTRACTOR marked "MAKE CORRECTIONS NOTED," formal resubmittal of the drawings will not be required. If prints of the shop drawings are returned to CONTRACTOR marked "REVISE AND RESUBMIT," CONTRACTOR shall revise the drawings and resubmit six copies of the revised drawings to the Architect. If prints of the shop drawings are returned to CONTRACTOR marked "REJECTED; RESUBMIT," CONTRACTOR shall resubmit six new copies of the drawing to the Architect.

M. CONTRACTOR shall make a complete and acceptable submittal to the Architect by the second submission of drawings. OWNER shall withhold funds due to CONTRACTOR to cover additional costs of the Architect's review beyond the second submission and any other costs incurred by OWNER.

N. Fabrication of an item shall not be commenced before the Architect has reviewed the pertinent shop drawings and returned copies to CONTRACTOR marked "NO EXCEPTIONS TAKEN," or "MAKE CORRECTIONS NOTED." Revisions indicated on shop drawings shall be considered changes necessary to meet the requirements of the Contract Documents and shall not be taken as the basis of claims for extra work.

O. No work represented by required shop drawings shall be purchased or commenced until the applicable submittal has been approved. The work shall conform to the approved shop drawings and all other requirements of the Contract Documents. CONTRACTOR shall not proceed with any related work which may be affected by the work covered under shop drawings until the applicable shop drawings have been approved, particularly where piping, machinery, equipment, and/or the required arrangements and clearances are involved.

**P. CONTRACTOR SHALL HAVE NO CLAIM FOR DAMAGES OR EXTENSION OF TIME DUE TO ANY DELAY RESULTING FROM CONTRACTOR HAVING TO MAKE REQUIRED REVISIONS TO SHOP DRAWINGS UNLESS THE ARCHITECT'S REVIEW OF THE DRAWINGS IS DELAYED BEYOND THE TIME PROVIDED IN THE CONTRACT DOCUMENTS AND CONTRACTOR CAN ESTABLISH THAT THE ARCHITECT'S DELAY IN REVIEW ACTUALLY RESULTED IN A DELAY IN CONTRACTOR'S CONSTRUCTION SCHEDULE. CONTRACTOR SHALL NOT BE ENTITLED TO ANY CLAIM FOR DAMAGES RESULTING FROM DSA REVIEW EXTENDING BEYOND 15 CALENDAR DAYS AFTER SUBMITTAL. HOWEVER, OWNER MAY CONSIDER AN EXTENSION OF TIME DUE TO ANY DELAY CAUSED BY DSA REVIEW.**

## **ARTICLE 15 SAMPLES**

A. Within 35 calendar days following award of contract, or a shorter time as circumstances require, CONTRACTOR shall furnish for approval all samples required in the Specifications, together with catalogs and supporting data required by the Architect. This provision shall not authorize any extension of time for performance of the work. The Architect shall review the samples, as to conformance with design concept of work and compliance with information given in the Contract Documents, and approve or disapprove them within 10 working days from receipt.

B. Unless specified otherwise, sampling, preparation of samples, and tests shall be in accordance with the latest standards of the American Society for Testing and Materials.

C. Upon demand of the Architect or OWNER, designated samples shall be submitted or tests or examinations and considered before incorporation into the Work. CONTRACTOR shall be solely responsible for delays due to samples not being submitted in time to allow for tests. Acceptance or rejection will be expressed in writing. Work shall

be equal to approved samples in every respect. Samples which are of value after testing will remain the property of CONTRACTOR.

D. Work commenced before approval of samples subject to tests or examinations shall be at the sole risk of CONTRACTOR. CONTRACTOR alone shall bear the entire cost of repair, removal, or replacement of work commenced prior to approval of samples subject to tests or examinations.

## **ARTICLE 16 WORK TO COMPLY WITH APPLICABLE LAWS AND REGULATIONS**

A. CONTRACTOR shall give all notices and comply with all laws, ordinances, rules, and regulations relating to the Work required by the Contract Documents.

B. If CONTRACTOR observes that the Drawings and/or Specifications are at variance with any applicable law, ordinance, rule, or regulation, CONTRACTOR shall promptly notify the Architect in writing, and any changes deemed necessary by the Architect shall be made as provided in the Contract Documents for changes in work. If CONTRACTOR performs any work which CONTRACTOR knows, or through the exercise of reasonable care should have known, to be contrary to any laws, ordinances, rules, or regulations, and fails to notify the Architect, CONTRACTOR shall bear all arising costs, including without limitation the costs of correction without increase or adjustment to the contract price or the time for performance. Where Plans, Drawings, or Specifications state that materials, processes, or procedures must be approved by the DSA, State Fire Marshall, or other body or agency, CONTRACTOR shall be responsible for satisfying the requirements of those bodies or agencies.

## **ARTICLE 17 WORK AND MATERIALS**

A. Except as otherwise specifically stated in the Contract Documents, CONTRACTOR shall provide and pay for all materials, labor, tools, equipment, water, light, power, transportation, supervision, temporary construction of every kind, and all other services and facilities necessary to perform and complete the Work within the time specified.

B. Unless otherwise specified, all materials shall be new and the best of their respective kinds and grades as noted or specified, and workmanship shall be of good quality.

C. Materials shall be furnished in ample quantities and at times to ensure uninterrupted progress of the work and shall be properly stored and protected. CONTRACTOR shall be solely responsible for any damage or loss by weather, theft, or other causes to materials or work under the Contract Documents. After issuance of the



Notice to Proceed by OWNER, CONTRACTOR shall place orders for materials and/or equipment as specified so that delivery may be made without delays to the Work. Upon demand from the Architect, CONTRACTOR shall furnish to the Architect documentary evidence showing that orders have been placed.

D. In the event of failure to comply with the above instructions, OWNER reserves the right to place orders for any materials and/or equipment as it may deem advisable in order that the Work may be completed at the date specified in the Contract Documents, and all expenses incidental to procuring the materials and/or equipment shall be paid for by CONTRACTOR.

E. No material, supplies, or equipment for work under the Contract Documents shall be purchased subject to any chattel mortgage or under a conditional sale or other agreement by which an interest in all or any part is retained by the seller or supplier. CONTRACTOR warrants good title to all material, supplies, and equipment installed or incorporated in the Work, and upon completion of all work agrees to surrender the premises to OWNER, together with all improvements and appurtenances constructed or placed by CONTRACTOR, free from any claims, liens, or charges. CONTRACTOR further agrees that neither CONTRACTOR nor any person, firm, or corporation furnishing any materials or labor for any work covered by the Contract Documents shall have any right to a lien upon the premises or any improvement or appurtenance, except that CONTRACTOR may install metering devices or other equipment of utility companies or political subdivisions, title to which is commonly retained by the utility company or political subdivision. In the event of the installation of any metering device or equipment, CONTRACTOR shall advise OWNER as to its owner. Nothing contained in this article however shall defeat or impair the legal right of persons furnishing material or labor to look to funds due and owing CONTRACTOR for payment. This provision shall be inserted in all subcontracts and material contracts and notice of its provisions shall be given to all persons furnishing material for work when no formal contract is entered into for such material.

F. Title to new materials and/or equipment, and attendant liability for their protection and safety, shall remain in CONTRACTOR until incorporated in the Work and accepted by OWNER. No part of these materials and/or equipment shall be removed from their place of storage except for immediate installation in the Work, and CONTRACTOR shall keep an accurate inventory of all materials and/or equipment in a manner satisfactory to OWNER or its authorized representative.

G. Price, fitness, and quality being equal with regard to supplies, OWNER may prefer supplies grown, manufactured, or produced in California. OWNER may next prefer supplies partially manufactured, grown, or produced in California provided the bids of suppliers or the prices quoted by them do not exceed by more than five percent the lowest

bids/prices quoted by out-of-state suppliers, the major portion of the manufacture of the supplies is not done outside of California, and the public good will be served. (Government Code Sections 4330-4334)

## **ARTICLE 18 CONTRACTOR'S SUPERVISION, PROSECUTION, AND PROGRESS**

A. Unless personally present on premises where the work is being done, CONTRACTOR shall maintain competent project supervision at all times during working hours, which includes but is not limited to a Project Manager and all additional personnel necessary to maintain progress of the Project within the approved contract schedule satisfactory to the Architect. The Project Manager shall not be changed except with the written consent of the Architect. The Project Manager shall represent CONTRACTOR in its absence and all directions given to the Project Manager shall be binding on CONTRACTOR.

B. Unless personally present on premises where the work is being done, CONTRACTOR shall maintain a competent Superintendent on the work site at all times, satisfactory to the Architect. The Superintendent shall not be changed except with the written consent of the Architect. The Superintendent shall represent CONTRACTOR in its absence and all directions given to the Superintendent shall be binding on CONTRACTOR.

C. Before commencing the Work, CONTRACTOR shall give written notice to OWNER and the Architect of the name, qualifications, and experience of CONTRACTOR's proposed Project Manager and Superintendent. If either the Project Manager or Superintendent is found unsatisfactory by OWNER, CONTRACTOR shall replace that person with one acceptable to the OWNER.

D. CONTRACTOR shall supervise and direct the work competently and efficiently, devoting such attention and applying such skills as may be necessary to perform the Work in accordance with the Contract Documents.

E. Before commencing the Work, CONTRACTOR shall verify all grade lines, levels, and dimensions indicated on the Drawings and shall report any apparent error or inconsistencies to the Architect before commencing work. CONTRACTOR shall not proceed until reported apparent errors and inconsistencies are corrected or otherwise resolved by the Architect and OWNER.

F. CONTRACTOR shall establish and maintain all construction grades, lines, and bench marks, and be responsible for their accuracy and protection.

G. CONTRACTOR represents itself to OWNER as a skilled, knowledgeable, and experienced CONTRACTOR who will or has carefully studied and compared the Contract Documents with each other, and CONTRACTOR further represents it has or shall at once report to the Architect any errors, inconsistencies, or omissions discovered in them. CONTRACTOR shall be liable to OWNER for damage resulting from errors, inconsistencies, or omissions in the Contract Documents that CONTRACTOR either:

1. Recognized and knowingly failed to report; or
2. Should have recognized, and which a similarly skilled, knowledgeable, and experienced contractor would have discovered, which CONTRACTOR negligently failed to recognize and report.

H. CONTRACTOR shall verify all indicated dimensions before ordering materials or equipment, or before performing work. CONTRACTOR shall take field measurements, verify field conditions, and carefully compare the field measurements and conditions and other information known to CONTRACTOR with the Contract Documents before commencing work. Errors, inconsistencies, or omissions discovered shall be reported to OWNER at once. Upon commencement of any item of work, CONTRACTOR shall be responsible for dimensions related to the item of work and shall make any corrections necessary to make work properly fit at no additional cost to OWNER. This responsibility for verification of dimensions is a non-delegable duty and may not be shifted to subcontractors or agents.

I. Omissions from the Plans, drawings, or Specifications, or the mis-description of details of work which are manifestly necessary to carry out the intent of the Plans, drawings, and Specifications, or which are customarily performed, shall not relieve CONTRACTOR from performing such omitted or mis-described work, but they shall be performed as if fully and correctly set forth and described in the Plans, drawings, and Specifications.

J. CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction. CONTRACTOR shall be responsible to see that the finished work complies accurately and completely with the Contract Documents

## **ARTICLE 19 SUBSTITUTIONS**

A. CONTRACTOR shall follow all instructions and requirements for substitutions set forth in the Instructions to Bidders and in this article.

B. OWNER desires that whenever possible all substitution requests be resolved prior to contract award. For that reason, no substitution requests, whether of "equal" materials,

process, service, equipment, or otherwise, may be made after the bid date except by the express written permission of OWNER and on such terms as OWNER may require, or in the case of an emergency as where a specified material, process, service, equipment or other item has become unavailable through no fault of CONTRACTOR.

C. As to any emergency substitution request, CONTRACTOR shall timely submit the request, together with substantiating data, including substitution warranties, in order to prevent delays arising from the substitution request.

D. With respect to all proposed substitutions:

1. Every substitution request shall be on the substitution request form designated by OWNER, if any, and shall be accompanied by all substantiating data.

2. CONTRACTOR shall furnish with its substitution request all drawings, Specifications, samples, performance data, calculations, and other information as may be required to assist the Architect and OWNER in determining whether the proposed substitution is acceptable, including but not limited to the following:

- a. Identify product by Specifications section and article numbers; provide manufacturer's name and address, trade name of product, and model or catalog number; list fabricators and suppliers as appropriate.
- b. Attach product data as required by Specifications.
- c. List similar projects using product, dates of installation, and names of Architect/Engineer and owner.
- d. Give itemized comparison of proposed substitution with specified product, listing variations and reference to Specifications section and article numbers.
- e. Give quality and performance comparison between proposed substitution and specified product.
- f. Give cost data comparing proposed substitution with specified product and amount of net change to contract sum.
- g. Identify any required license fees or royalties.

- h. List availability of maintenance services and replacement materials.
  - i. State the effect of the substitution on the construction schedule, and the effect of any changes required in other work or products; include a document waiving rights to additional payment or time that may become necessary because of the failure of the substitution to perform adequately.
- 3. OWNER is not responsible for locating or securing any information which is not included in any substantiating data.
- 4. The proposed substitution must be, in the opinion of OWNER, substantially equal or better in every respect to what is specified. The burden of proof as to the quality or suitability of proposed substitutions shall be borne by CONTRACTOR.
- 5. With the assistance of the Architect, OWNER shall be the sole judge as to the quality and suitability of proposed substituted items, and decisions of the OWNER shall be final and conclusive.
- 6. All substitutions shall be submitted with a substitution warranty. Any substitution requests submitted without the warranty will not be considered, but will be returned to CONTRACTOR without review or evaluation. If required by OWNER, CONTRACTOR shall provide an extended warranty for the requested substitution.
- 7. No extension of time shall be granted if the extension request arises from a request for substitution, whether by reason of delay in making the request, delay in OWNER's approval of the request, delay in obtaining other governmental approvals, delay in coordination of substitutions into or with other work or equipment, delay in obtaining the substituted items, increased time of installation or performance, or for any other reason.
- 8. Once any part or all of a substitution request has been denied, it is considered always denied.
- 9. A substitution request shall be submitted separately from any other submittal and shall be clearly marked as a "request for substitution."
- 10. If the substitution is accepted, CONTRACTOR shall bear all costs and be solely and directly responsible for fitting accepted substitute materials and equipment into the available space in a manner acceptable to the Architect and OWNER, and for the proper operation of the substituted equipment with other

equipment with which it may be associated. In addition, CONTRACTOR shall acknowledge in writing on CONTRACTOR's letterhead, that CONTRACTOR accepts complete responsibility for additional costs required for modifications to building or other materials and equipment and additional coordination of work.

11. Any additional time, including Architect review time, and any additional coordination, inspection, materials, equipment, labor, tools, warranty extension, or other items necessary to either accomplish a substitution or arising as a result of a substitution request will be the sole responsibility of and at the sole expense of CONTRACTOR, who will reimburse OWNER for review or redesign services associated with approval by the Architect and obtaining all required approvals by other agencies.

12. CONTRACTOR shall also be responsible for meeting all code requirements whether local, city, county, state, federal, or other.

F. If the substitution requested by CONTRACTOR is not substantially equal or better in every respect to that specified, in the opinion of DISTRICT, CONTRACTOR shall provide and/or perform as specified.

G. In the event CONTRACTOR furnishes a material, process, service, or equipment more expensive than that specified, the difference in cost of such material, process, service, or equipment furnished shall be borne by CONTRACTOR. Any difference in cost between an approved substitution which is lower in cost than the originally specified item shall be refunded by CONTRACTOR to OWNER.

H. Any engineering, design, or approval agencies' fees required to make adjustments in material or work of all trades directly or indirectly affected by the approved substitution shall be borne entirely by CONTRACTOR. If a substitution is approved, any additional time required to obtain shop drawings, order materials, make modifications, perform testing, or whatever else is necessary to make the substitution function properly in place of the originally specified item shall be borne solely by CONTRACTOR. It will also be CONTRACTOR's responsibility to acquire and install the substituted item in the time frame allowed under the Contract Documents. No time extension need be granted to CONTRACTOR for any substitution, except as OWNER in its sole discretion may deem appropriate.

## **ARTICLE 20 PROTECTION OF WORK AND PROPERTY**

A. CONTRACTOR shall be responsible for all damages to persons or property which occur as a result of CONTRACTOR's fault or negligence in connection with performance under the Contract Documents, and for the proper care and protection of all materials

delivered and work performed until completion and final acceptance by OWNER. With the exception of damage to the Work caused by "acts of God," as defined in Public Contract Code 7105, CONTRACTOR assumes the risk for damage or destruction of any or all work performed under the Contract Documents. CONTRACTOR shall adequately protect adjacent property from settlement or loss of lateral support as provided by law and this article.

B. CONTRACTOR shall take, and require subcontractors to take, all necessary precautions for safety of workers and shall comply with all applicable federal, state, local, and other safety laws, standards, orders, rules, regulations, and building codes to prevent accidents or injury to persons on, about, or adjacent to the work site and to provide a safe and healthful place of employment. CONTRACTOR shall furnish, erect, and properly maintain at all times, as directed by OWNER or the Architect, or required by conditions and progress of work, all necessary safety devices, safeguards, construction canopies, signs, audible devices for protection of the blind, safety rails, belts and nets, barriers, lights, and watchmen for protection of workers and the public, and shall post danger signs warning against hazards created by such features in the course of construction. CONTRACTOR shall designate a responsible employee whose duty shall be to post information regarding protection and obligations of workers and other notices required under occupational safety and health laws, to comply with reporting and other occupational safety requirements, and to protect the life, safety, and health of workers. The name and position of the person so designated shall be reported in writing to OWNER by CONTRACTOR. CONTRACTOR shall correct any violation of safety laws, standards, orders, rules, or regulations. Upon issuance of a citation or notice of violation by the California Division of Occupational Safety and Health, the violation shall be corrected immediately by CONTRACTOR at CONTRACTOR's expense.

C. In an emergency affecting safety of life, work, or adjoining property, CONTRACTOR is permitted to act at its discretion without special instruction or authorization from the Architect or OWNER to prevent any threatened loss or injury, and CONTRACTOR shall act if authorized or instructed by the Architect or OWNER. Any compensation claimed by CONTRACTOR for emergency work shall be determined according to the Contract Documents.

D. CONTRACTOR shall (unless waived by OWNER in writing):

1. Provide heat, covering, and enclosures necessary to protect all work, materials, equipment, appliances, and tools against damage by weather conditions;

2. Take adequate precautions to protect existing sidewalks, curbs, pavements, utilities, adjoining property, and structures, and avoid damage to them, and repair any damage caused by construction operations;
3. When performing new construction on existing sites, become informed and take into specific account the maturity of the students on the site, and perform work which may interfere with school routine before or after school hours; enclose the work area with a substantial barricade and arrange work to cause a minimum of inconvenience and danger to students and staff in their regular school activities;
4. Provide substantial barricades around any shrubs or trees to be preserved;
5. Deliver materials to the building area over the route designated by the Architect;
6. Take preventative measures to eliminate excessive dust;
7. Confine apparatus, storage of materials, and the operations of its workers within limits indicated by law, ordinances, permits, or directions of the Architect and not unreasonably encumber the premises with materials;
8. Enforce all instructions of OWNER and the Architect regarding signs, advertising, fires, danger signals, barricades, and smoking, and require that all persons employed on the Work comply with all regulations while on the construction site;
9. Exercise reasonable care to prevent disturbing or covering any survey markers, monuments, or other devices marking property boundaries or corners; if markers are disturbed, they shall be replaced by an approved civil engineer at no cost to OWNER.

## **ARTICLE 21 USE OF ASBESTOS OR LEAD MATERIALS/PRODUCTS**

- A. CONTRACTOR shall not use any asbestos or lead containing products or materials in performing the work under the Contract Documents. Upon completion of the Project, CONTRACTOR shall certify in writing to OWNER that no asbestos or lead containing materials or products were used by CONTRACTOR or any subcontractor in performing the work required by the Contract Documents.
- B. Should asbestos containing materials be installed by CONTRACTOR in violation of this certification, or if removal of asbestos containing materials is otherwise a part of the Project, decontaminations and removals will meet the following criteria:

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1. Decontamination and removal of work found to contain asbestos or work installed with asbestos containing equipment shall be done only under the supervision of a qualified consultant, knowledgeable in the field of asbestos abatement and accredited by Cal-OSHA.

2. Any asbestos removal contractor shall be a Cal-OSHA accredited contractor qualified in the removal of asbestos and shall be chosen and approved by the asbestos consultant who shall have sole discretion and final determination in this matter.

3. The asbestos consultant shall be chosen and approved by OWNER who shall have sole discretion and final determination in this matter.

4. The work will not be accepted until asbestos contamination is reduced to levels deemed acceptable by the asbestos consultant.

C. Cost of all asbestos removal, including but not limited to the cost of an asbestos removal contractor, the cost of the asbestos consultant, analytical and laboratory fees, time delays, and additional costs as may be incurred by OWNER shall be borne entirely by CONTRACTOR.

D. Interface of work for the Project with work containing asbestos shall be executed by CONTRACTOR at CONTRACTOR's risk and at CONTRACTOR's discretion with full knowledge of the currently accepted standards, hazards, risks, and liabilities associated with asbestos work and asbestos containing materials. By execution of the Construction Agreement, CONTRACTOR acknowledges the above and agrees to hold harmless OWNER, its governing board, or other governing body, employees, agents, and the Architect and assigns for all asbestos liability which may be associated with this work. CONTRACTOR further agrees to instruct CONTRACTOR's employees with respect to the above standards, hazards, risks, and liabilities.

E. Should lead containing materials be installed by CONTRACTOR in violation of this certification, or if removal of lead containing materials is part of the Project, decontaminations and removals will meet the criteria approved by OWNER.

F. The cost of all removals or decontaminations resulting from the installation of materials in violation of this certification shall be at the sole expense of CONTRACTOR.

## **ARTICLE 22 LAYOUT AND FIELD ENGINEERING**

All field engineering required for laying out this Work and establishing grades for earthwork operations shall be furnished by CONTRACTOR at its expense. The work shall be done by a qualified civil engineer approved by the Architect. "As-Built" drawings of site development and utilities' locations and inverts shall be prepared by an approved civil engineer.

## **ARTICLE 23 UTILITIES**

A. All utilities, including but not limited to electricity, water, gas, and telephone used on the Work, shall be furnished and paid for by CONTRACTOR. CONTRACTOR shall furnish and install necessary temporary distribution systems, including meters if necessary, from distribution points to points on the site where the utility is necessary to perform the work. Upon completion of the Work, CONTRACTOR shall remove all temporary distribution systems.

B. If this Project is for an addition to an existing facility, CONTRACTOR may use existing OWNER utilities, with the written permission of OWNER, by making prearranged payments to OWNER for utilities used by CONTRACTOR for construction.

## **ARTICLE 24 UTILITIES: REMOVAL, RESTORATION**

A. Pursuant to Government Code section 4215, OWNER assumes the responsibility for removal, relocation, and protection of utilities located on the construction site at the time of commencement of construction with respect to any main or trunkline utility facilities which are not identified in the Plans and Specifications. CONTRACTOR shall not be assessed any delay in completion of the Project caused by OWNER's failure to provide for removal or relocation of utility facilities. OWNER shall compensate CONTRACTOR for the costs of locating, repairing damage not due to CONTRACTOR's failure to exercise reasonable care, and removing or relocating any utility facilities not indicated in the Plans and Specifications with reasonable accuracy, and for equipment necessarily idle during the work, using the provisions of the Contract Documents on changes in the Work.

B. This article shall not be construed to preclude assessment against CONTRACTOR for any other delays in completion of the Work. Nothing in this article shall be deemed to require OWNER to indicate the presence of existing service laterals or appurtenances whenever the presence of those utilities on the construction site can be inferred from the presence of other visible facilities, such as buildings or meter junction boxes on or adjacent to the construction site.

C. If while performing work under the Contract Documents, CONTRACTOR discovers utility facilities not identified by OWNER in the contract Plans or Specifications, CONTRACTOR shall immediately notify OWNER and the utility in writing.

D. As part of the work to be performed, CONTRACTOR shall provide the notices and proceed in accordance with Government Code Sections 4216.2, 4216.3, and 4216.4, and pay all fees charged pursuant to Government Code Section 4216, et seq.

## **ARTICLE 25 SANITARY FACILITIES**

CONTRACTOR shall provide temporary sanitary toilet facilities as required by law and additional facilities as directed by the Project Inspector for the use of all workers. The facilities shall be maintained in a sanitary condition and left at the site until removal is directed by the Project Inspector. Use of toilet facilities contained in the Work under construction shall not be permitted except with the approval of the Project Inspector.

## **ARTICLE 26 LABOR—FIRST AID**

CONTRACTOR shall maintain emergency first aid treatment on the Project for all workers of CONTRACTOR or any subcontractors on the Project, and shall ensure compliance with the Federal Occupational Safety and Health Act of 1970 (29 U.S.C.A., Section 651 et seq.).

## **ARTICLE 27 CHANGES AND EXTRA WORK**

A. As used in this article, the following definitions shall apply:

1. "Labor" means any amount(s) paid directly to non-supervisory workers (up to and including general foreman) in the form of employee wages and benefits in order to perform the Work. These costs shall include documented payroll cost (wages, payroll taxes, fringe benefits, workers compensation) and general liability insurance as submitted and approved by OWNER.
2. "Material" means all products, equipment, and devices that are physically incorporated into the work to be performed. Any costs or equipment, facilities, or services not physically incorporated in the work to be performed but necessary for its completion shall be considered "overhead." Cash or trade discounts available to the purchaser shall be credited to OWNER. Material costs secured by other than direct purchase and billing will be the price paid to the actual supplier as determined by OWNER. Markup will not be allowed. If cost of materials is deemed excessive, the price will be determined to be the lowest current wholesale price delivered to the site, less cash or trade discount.
3. "Equipment" costs shall include transportation and setup costs, if CONTRACTOR can substantiate that the Work could not have been performed

economically with equipment already at the site. Rental costs shall not exceed rates set forth in the then-current "Rental Rate Blue Book," published by Dataquest, Inc., Palo Alto, California, as adjusted to this region. Owned equipment costs shall not exceed rates set forth in the then-current "Cost Reference Guide for Construction Equipment," published by Dataquest. Hours of usage must be documented by CONTRACTOR in order to be the basis for equipment utilization charges for Change Orders. CONTRACTOR will not be allowed to charge for idle equipment.

4. "Overhead" means any necessary costs and expenses incurred in the performance of the Work excluding "labor," "materials," and "equipment" as defined above.

B. Without invalidating the Contract Documents, OWNER may order extra work or make changes by altering, adding to, or deducting from the Work, and the contract sum shall be adjusted accordingly. All the work shall be subject to the conditions of the Contract Documents, except that any claim for extension of time caused by changes shall be adjusted at the time of ordering the change, with adjustments to time being made after CONTRACTOR has justified, through documentation, the impact on the critical path of the Project.

C. In giving instructions, the Architect shall have authority to make minor changes in the Work not involving a change in cost and not inconsistent with purposes of the Project, subject to DSA approval. If so authorized by OWNER, OWNER's Representative, if one has been identified, may authorize changes in work involving a change in cost that does not exceed \$15,000. Otherwise, except in an emergency endangering life or property, no extra work or change shall be performed unless pursuant to a written order from OWNER, and no claim for any addition to the contract amount or time shall be valid unless by written order of OWNER. A Change Order will not be officially approved until ratified by OWNER's Board of Trustees or other governing body.

D. If the Architect determines that the work required to be done constitutes extra work outside the scope of the Contract Documents, the Architect shall send a request for a detailed proposal to CONTRACTOR. CONTRACTOR will respond with a detailed proposal within five calendar days of receipt of the request for proposal. If the work is to be performed by a subcontractor, CONTRACTOR's proposal must include a bid from the subcontractor.

E. If the Architect determines the work required does not constitute extra work, or work for which CONTRACTOR may recover additional compensation, the Architect shall so notify CONTRACTOR. If CONTRACTOR is not in agreement with the determination by the Architect, CONTRACTOR shall immediately give notice of any claim as provided

in the Contract Documents. CONTRACTOR shall perform the required work in timely fashion.

F. At the discretion of OWNER, the value of any extra work, change, or deduction shall be determined in one or more of the following ways:

1. By acceptable lump sum proposal from CONTRACTOR, a total sum for the changed work may be mutually determined by OWNER and CONTRACTOR. CONTRACTOR shall furnish a breakdown of the proposed lump sum cost satisfactory to OWNER, which shall be full and final compensation for the change, including time adjustment.

2. By contract unit prices contained in CONTRACTOR's original bid and incorporated in the Contract Documents, or fixed by subsequent agreement between OWNER and CONTRACTOR. Where payment for Change Orders is based on unit prices stipulated in CONTRACTOR's bid, those unit prices shall constitute the total equitable adjustment due for the change. If a change is ordered in an item or work covered by a contract unit price, and the change does not involve a substantial change in the character of the work from that shown on the Plans or included in the Specifications, an adjustment in payment will be made based upon the increase or decrease in quantity and the contract unit price. In the case of such an increase or decrease in a major bid Item, the use of this basis for the adjustment of payment will be limited to that portion of the change which, together with all previous changes to that item, is not in excess of 25 percent of the total cost of such item based on the original quantity and contract unit price. If a change is ordered in an item of work covered by a contract unit price, and the change does involve a substantial change in the character of the work from that shown on the Plans or included in Specifications, an adjustment in payment will be made in accordance with other sections of this article. Should any contract item be deleted in its entirety, payment will be made only for actual costs incurred prior to notification of such deletion.

3. Stipulated contract unit prices are those established by OWNER in the Contract Documents, as distinguished from contract unit prices submitted by CONTRACTOR, and may be used for the adjustment of contract changes. Whether set forth in the Contract Documents or subsequently agreed upon, all contract unit prices shall include overhead, profit, and increased premium on the Surety Bonds.

4. By cost of labor, material, equipment, and subcontract, plus a percentage for overhead and profit. If the value is determined by this method the following requirements shall apply:

a. Daily reports by CONTRACTOR, as follows:

(i) General. At the close of each working day, CONTRACTOR shall submit a daily report to the Architect and the Project Inspector on forms approved by OWNER, together with applicable delivery tickets listing all labor, materials, and equipment involved for that day, and for other services and expenditures, when authorized, concerning extra work items. An attempt shall be made to reconcile the report daily, and it shall be signed by the Architect and CONTRACTOR. In the event of disagreement, pertinent notes shall be entered by each party to explain points which cannot be resolved immediately. Each party shall retain a signed copy of the report. Reports by subcontractors or others shall be submitted through CONTRACTOR.

(ii) Labor. The report shall show names of workers, classifications, and hours worked and hourly rate. Project supervision expenses, including for foremen and above, are not allowed.

(iii) Materials. The report shall describe and list quantities of materials used and unit cost.

(iv) Equipment. The report shall show the type of equipment, size, identification number, and hours of operation, including loading and transportation, if applicable, and hourly/daily costs.

(v) Other Services and Expenditures. Other services and expenditures shall be described in such detail as OWNER may require.

b. Basis for Establishing Costs

(i) Labor. The costs of labor will be the actual cost for wages prevailing locally for each craft classification or type of worker at the time the extra work is done, plus employer payments of payroll taxes and insurance, health and welfare, pension, vacation, apprenticeship funds, and other direct costs resulting from federal, state, or local laws, as well as assessments or benefits required by lawful collective bargaining agreements. The use of labor classifications which would increase the extra work cost will not be permitted unless CONTRACTOR establishes the necessity for such additional costs. Labor costs for equipment operators and helpers shall be reported

only when such costs are not included in the invoice for equipment rental.

(ii) Materials. The cost of materials reported shall be at invoice or lowest current price at which such materials are locally available and delivered to the work site in the quantities involved, plus sales tax, freight, and delivery. OWNER reserves the right to approve materials and sources of supply, or to supply materials to CONTRACTOR if necessary for the progress of the work. No markup shall be applied to any material provided by OWNER.

(iii) Tool and Equipment Rental. No payment will be made for the use of tools which have a replacement value of \$100 or less or where an invoice is not provided. Regardless of ownership, the rates to be used in determining equipment rental costs shall not exceed listed rates prevailing locally at equipment rental sources or distributors at the time the work is performed. The rental rates paid shall include the cost of fuel, oil, lubrication, supplies, small tools, necessary attachments, repairs and maintenance of any kind, depreciation, storage, insurance, and all incidentals. Necessary loading and transportation costs for equipment used on the extra work shall be included. If equipment is used intermittently, and when not in use could be returned to its rental source at less expense to OWNER than holding it at the work site, it shall be returned, unless CONTRACTOR elects to keep it at the work site at no expense to OWNER. All equipment shall be acceptable to the Architect in good working condition, and suitable for the purpose for which it is to be used. Manufacturer's ratings and manufacturer's approved modifications shall be used to classify equipment and it shall be powered by a unit of at least the minimum rating recommended by the manufacturer.

(iv) Other Items. OWNER may authorize other items which may be required on the extra work. These items include labor, services, material, and equipment which are different in their nature from those required by the work and which are of a type not ordinarily available from CONTRACTOR or any of the Subcontractors. Detailed invoices covering all such items shall be submitted with the request for payment.

(v) Invoices. Vendors' invoices for material, equipment rental, and other expenditures shall be submitted with the request for payment.

If the request for payment is not substantiated by invoices or other documentation, OWNER may establish the cost of the item involved at the lowest price which was current at the time of the report.

c. The following form shall be used by OWNER and CONTRACTOR as applicable to communicate proposed additions and deductions to the Contract Documents.

EXTRA CREDIT

(i) Material (attached itemized quantity and unit cost plus sales tax

(ii) Labor (attached itemized hours and rates)

(iii) Subtotal

(iv) If Subcontractor performed work, add Subcontractor's overhead and profit to portions performed by it, not to exceed 10% of Item (iii) above

(v) Subtotal

(vi) CONTRACTOR's Overhead and Profit, including any increased bond costs, not to exceed 10% of Item (v)

(viii) Total

**5. IT IS EXPRESSLY UNDERSTOOD THAT THE VALUE OF SUCH EXTRA WORK OR CHANGES AS DETERMINED BY ANY OF THESE METHODS EXPRESSLY INCLUDES ANY AND ALL OF CONTRACTOR'S COSTS AND EXPENSES, BOTH DIRECT AND INDIRECT, RESULTING FROM DELAYS OR ADDITIONAL TIME REQUIRED ON THE PROJECT, OR RESULTING FROM ACCELERATED WORK TO AVOID DELAYS TO THE PROJECT.**

G. For changes that increase the contract price, CONTRACTOR may include amounts for overhead and profit. CONTRACTOR's overhead (general and administrative) and profit shall include, but not be limited to additional bond costs, additional job site facilities costs, additional home and field office costs, additional administrative costs, additional cleaning, and additional project supervision costs (which includes but is not limited to a Project Manager and any and all additional personnel necessary to maintain the project progress within the approved contract schedule).



H. CONTRACTOR'S overhead, profit, and additional bond costs on the cost of work performed by CONTRACTOR shall be a total sum not exceeding 10 percent of the cost of work.

I. CONTRACTOR'S overhead, profit, and additional bond costs on the cost of work performed by Subcontractors of all tiers shall be a total sum not exceeding 10 percent of those costs.

J. Subcontractors' (all tiers) overhead and profit on the cost of work performed by Subcontractor shall be a total sum not exceeding 10 percent of the cost of labor, materials, rentals, etc.

K. Overhead and profit shall not be applied to taxes, delivery charges, and insurance by CONTRACTOR or its subcontractors or sub-subcontractors.

L. Before CONTRACTOR is authorized to proceed with extra work or changes on the basis set forth in this Article, OWNER and CONTRACTOR shall be in complete agreement on what the term "costs" shall include and the percentage amount of fixed fee CONTRACTOR is to charge.

M. If CONTRACTOR should claim that any instruction, request, drawing, specification, action, condition, omission, default, or other situation constitutes a change, extra work, or otherwise obligates OWNER to pay additional compensation to CONTRACTOR or to grant an extension of time, or constitutes a waiver of any provision in the Contract Documents, CONTRACTOR shall notify OWNER in writing of such claim within five calendar days from the date CONTRACTOR has actual or constructive notice of the factual basis supporting the claim. The notice shall state the factual basis for the claim and cite in detail the Contract Documents (including plans and specifications) upon which the claim is based. CONTRACTOR's failure to notify OWNER within the five-day period shall be deemed a waiver and relinquishment of such a claim. If the notice is given within the specified time, the procedure for its consideration shall be as stated in these General Conditions. In the event of failure to agree, the matter shall be treated as a claim following the claims procedures in the Contract Documents.

N. Costs which shall not be paid in Change Orders under the Contract Documents include but are not limited to interest costs of any type, claim preparation or filing costs, costs in preparing or reviewing proposed change orders or proposals, CQR's, ASI's, etc., lost revenue, lost profit, lost income or earnings, rescheduling costs, costs of idled equipment, lost earnings or interest on unpaid retainage, claims consulting costs, costs of corporate officers or staff visiting the site, fluctuation of foreign currency conversion or exchange rate costs, or loss of other business.

O. Notwithstanding any other provision in the Contract Documents, the adjustment in the contract price, if any, and the adjustment in the contract time, if any, set out in a change order shall constitute the entire compensation and/or adjustment in the contract time due CONTRACTOR arising out of the change in the work covered by the change order, including any extensions of time, unless otherwise expressly stated in the change order. The amount of any compensation due CONTRACTOR shall be calculated pursuant to this Article. The compensation shall not include any additional charges not set forth in this Article and shall not include delay damages due to processing a change order or refusal to sign a change order, or any indirect, consequential, or incidental costs, including any project management costs, extended home office and field office overhead, administrative costs, or profit except as such matters may be authorized under this Article.

P. In furtherance of the intent to settle all change orders fully and finally at the issuance date of the change order, the following shall be expressly incorporated in writing and deemed incorporated in all change orders:

**THE COMPENSATION (TIME AND COST) SET FORTH IN THIS CHANGE ORDER COMPRISES THE TOTAL COMPENSATION DUE CONTRACTOR FOR THE CHANGE DEFINED IN THE CHANGE ORDER, INCLUDING IMPACT ON UNCHANGED WORK. ACCEPTANCE OF THIS CHANGE ORDER CONSTITUTES A FULL AND COMPLETE ACCORD AND SATISFACTION OF ANY AND ALL CLAIMS BY CONTRACTOR ARISING OUT OF OR RELATING TO THE CHANGE ORDER, INCLUDING BUT NOT LIMITED TO CLAIMS FOR CONTRACT BALANCE AND RETENTION, TIME, EXTENDED FIELD OR HOME OFFICE, OR OTHER OVERHEAD, ALL ACCELERATION, IMPACT, DISRUPTION AND DELAY DAMAGES, ANY AND ALL OTHER DIRECT AND/OR INDIRECT COSTS, CLAIMS BY SUBCONTRACTORS AND SUPPLIERS, AND ANY AND ALL OTHER CLAIMS AGAINST OWNER FOR TIME OR MONEY, FROM ANY SOURCE AND UNDER ANY LEGAL THEORY WHATSOEVER, AS TO THE SUBJECT OF THIS CHANGE ORDER. NO SIGNATURE UNDER PROTEST OR ACCOMPANIED BY RESERVATION OF RIGHTS OR PROTEST LANGUAGE, OR ANY OTHER ATTEMPTS TO AVOID SUCH WAIVER SHALL BE OF ANY FORCE OR EFFECT WHATSOEVER. NO ADDITIONS OR DELETIONS TO THIS CHANGE ORDER SHALL BE ALLOWED, EXCEPT WITH WRITTEN PERMISSION OF OWNER.**

Q. Within 10 days of the notice to proceed, CONTRACTOR shall submit a detailed list of the field office overhead cost components which are time related and which represent costs incurred as a direct result of time extensions. No allowance for overhead costs and no profit allowance will be allowed on the extended daily field overhead cost

component of the change Order. The deviation of an extended home office overhead rate and its application to contract time extensions shall not be allowed.

## **ARTICLE 28 CORRECTION OF WORK BEFORE FINAL PAYMENT**

A. CONTRACTOR shall promptly remove from the premises all work identified by OWNER as failing to conform to the Contract Documents, whether incorporated or not. CONTRACTOR shall promptly replace and repair its own work to comply with the Contract Documents, without additional expense to OWNER, and shall bear the expense of making good all work of other contractors destroyed or damaged by that removal or replacement, including compensation for the Architect's additional services.

B. If CONTRACTOR does not remove work within a reasonable time following written notification, OWNER may remove and store the material at CONTRACTOR'S expense. If CONTRACTOR does not pay the expenses of removal within 10 days, OWNER may sell the materials at auction or private sale upon 10 days' written notice, and shall account for any net proceeds after deducting all costs and expenses that should have been borne by CONTRACTOR.

## **ARTICLE 29 DEDUCTIONS FOR UNCORRECTED WORK**

A. If CONTRACTOR defaults or neglects to carry out the Work in accordance with the Contract Documents, or fails to perform any provision of the Contract Documents, after 10 days' written notice to CONTRACTOR, OWNER may make good such deficiencies without prejudice to any other remedy it may have.

B. OWNER shall reduce the total contract price by the cost of making good such deficiencies.

C. If OWNER deems it inexpedient to correct work not performed in compliance with the Contract Documents, an equitable deduction from the contract price shall be made.

## **ARTICLE 30 CLEANING UP**

A. CONTRACTOR shall at all times keep the work site free from debris such as waste, rubbish, and excess materials and equipment caused by this Work. CONTRACTOR shall not leave debris under, in, or about the work site, but shall promptly remove all items.

B. Upon completion of the Work, CONTRACTOR shall clean the interior and exterior of each building, including fixtures, equipment, walls, floors, ceilings, roofs, window sills and ledges, horizontal projections, and any areas where debris has collected. CONTRACTOR shall clean and polish all glass, plumbing fixtures, and finish hardware

and similar finish surfaces and equipment, and remove temporary fencing, barricades, planking, sanitary facilities, and similar temporary facilities from the site.

C. If CONTRACTOR fails to clean up at the completion of the Work, OWNER may do so and the cost for such cleanup shall be charged back to CONTRACTOR and may be deducted from future progress or final payments.

D. CONTRACTOR shall not include cleaning as an additional line item for change order payments. Cleaning is included in the overhead expenses included in the CONTRACTOR's and/or Subcontractor's overhead and profit percentage.

## **ARTICLE 31 ACCESS TO WORK**

OWNER and its representatives shall at all times have access to the Work wherever it is in preparation or progress. CONTRACTOR shall provide safe and proper facilities for access so OWNER's representatives may perform their functions under the Contract Documents.

## **ARTICLE 32 GUARANTEE**

A. CONTRACTOR warrants that the Work, including any equipment furnished by CONTRACTOR, shall be:

1. Free from defects in workmanship and material;
2. Free from defects in any design performed by CONTRACTOR;
3. New, and conform and perform to the requirements stated in the Specifications, and where detail requirements are not so stated, shall conform to applicable industry standards; and
4. Suitable for the use stated in the Specifications.

B. The warranty period for discovery of defective work shall commence on the date stamped on the Notice of Completion to verify recording with the County, and shall continue for the period set forth in the Specifications or for one year if not so specified. If during the warranty period the Work is not available for use due to defective work, such time of unavailability shall not be counted as part of the warranty period. The warranty period for corrected defective work shall continue for a duration equivalent to the original warranty period.

C. OWNER shall give CONTRACTOR prompt written notice after discovery of any defective work. CONTRACTOR shall correct any such defective work, as well as any damage to any other part of the Work resulting from such defective work, and provide repair, replacement, or reimbursement, at its sole expense, in a manner approved by OWNER and with due diligence and dispatch as required to make the Work ready for use by OWNER, ordinary wear and tear, unusual abuse, or neglect excepted. Such corrections shall include but not be limited to any necessary adjustments, modifications, changes of design (unless of OWNER's design), removal, repair, replacement, or reinstallation, and shall include all necessary parts, materials, tools, equipment, transportation charges, and labor as may be necessary, and cost of removal. Replacement shall be performed at a time and in such a manner so as to minimize the disruption to OWNER's use of the Work.

D. In the event CONTRACTOR or Surety fails to commence and pursue with diligence any replacements or repairs within one week after being notified in writing, OWNER is authorized to proceed to have any defects repaired at the expense of CONTRACTOR and Surety, and CONTRACTOR and Surety agree to pay the costs and charges immediately on demand.

E. If defective work creates a dangerous condition, in the opinion of OWNER, or requires immediate correction or attention to prevent further loss to OWNER or to prevent interruption or operations of OWNER, OWNER shall attempt to give the notice required by this Article. If CONTRACTOR or Surety cannot be contacted or neither complies with OWNER's request for correction within a reasonable time, as determined by OWNER, without regard to the provisions of this Article, OWNER may proceed to make the correction or provide the attention, and the costs of correction or attention shall be charged against CONTRACTOR. Any action by OWNER shall not relieve CONTRACTOR of the guarantees provided in this Article or elsewhere in the Contract Documents.

F. This article does not in any way limit the guarantee on any items for which a longer guarantee is specified, or any items for which a manufacturer gives a guarantee for a longer period. CONTRACTOR shall furnish OWNER with all appropriate guarantee or warranty certificates upon completion of the Project.

G. All guarantees required under this Article shall be considered to be in writing on the guarantee provided by CONTRACTOR, and CONTRACTOR shall use the form included in the Contract Documents unless otherwise agreed by OWNER.

H. OWNER may collect its reasonable costs and attorneys' fees in any action to enforce this Article.

## ARTICLE 33 SURVEYS

OWNER shall furnish all surveys describing the physical characteristics, legal limitations, and utility locations for the site of the Project and a legal description of the site. Surveys to determine locations of construction, grading, and site work shall be provided by CONTRACTOR.

## ARTICLE 34 SOILS INVESTIGATION REPORT

A. When a soils investigation report has been obtained from test holes at the site, that report is available for CONTRACTOR's use in preparing its bid and work under the Contract Documents. Any information obtained from the report or any information given on drawings as to subsurface soil conditions or as to elevations of existing grades or elevations of underlying rock, is approximate only, is not guaranteed, and **is not part of the Contract Documents**. CONTRACTOR is required to make a visual examination of the site and must make whatever tests it deems appropriate to determine the actual underground condition of the soil.

B. CONTRACTOR agrees that it will make no claim against OWNER for damages in the event that during progress of the Work, CONTRACTOR encounters subsurface or latent conditions at the site materially different from those shown on drawings or indicated in Specifications or soils reports, or for unknown conditions of an unusual nature which differ materially from those ordinarily encountered in work of the type provided for in the Plans and Specifications.

C. If during the course of work under the Contract Documents CONTRACTOR encounters subsurface or latent conditions which differ materially from those indicated in the soils investigation report, or drawings, or Specifications, CONTRACTOR shall notify OWNER of same within five working days of discovery of the condition.

**WARNING: OWNER does not warrant the soils at the project site. A soils investigation report is provided for CONTRACTOR'S information only. CONTRACTOR represents it has conducted an independent investigation of the project site and the soil conditions of the site. CONTRACTOR is solely responsible to ascertain site conditions for the purposes of determining construction means and methods before commencing construction.**

## ARTICLE 35 PERMITS AND LICENSES

A. All necessary permits and licenses shall be secured and paid for by CONTRACTOR unless otherwise provided in the Contract Documents.

- B. All permits, licenses, and certificates shall be delivered to the Architect before demand is made for the certificate of final payment.
- C. CONTRACTOR shall, and shall require subcontractors to, maintain appropriate contractor's licenses in effect as required by law throughout the entire Project.
- D. Easements for permanent structures or permanent changes in existing facilities shall be secured and paid for by OWNER unless otherwise specified.
- E. Permits and charges for installation and inspection of utility services by serving utilities shall be secured and paid for by OWNER.

## **ARTICLE 36 CUTTING AND PATCHING**

- A. CONTRACTOR shall do all cutting, fitting, or patching of the Work as required to make its several component parts come together properly, and fit it to receive or be received by any work of other contractors indicated on, or reasonable implied by, the drawings and Specifications, and shall follow all directions given by the Architect.
- B. Any cost caused by defective or ill-timed work shall be borne by CONTRACTOR.
- C. CONTRACTOR shall not endanger any work by cutting, excavating, or otherwise altering work, and shall not cut or alter work of any other contractor except with the written consent of the Architect.
- D. CONTRACTOR shall be solely responsible for protecting existing work on adjacent properties and shall obtain all required permits for shoring and excavations near property lines.
- E. When modifying existing work or installing new work adjacent to existing work, CONTRACTOR shall match the finishes, textures, and colors of the original work as closely as conditions of site and materials will allow, refinishing existing work as required, at no additional cost to OWNER.
- F. CONTRACTOR is aware that this Project may be split into several phases. If the Project is split into phases, CONTRACTOR has made allowances for any delays or damages which may arise from coordination with contractors for other phases. If any delays should arise from a contractor working on a different phase, CONTRACTOR's sole remedy for damages, including delay damages, shall be against the contractor who caused such damage and not against OWNER. CONTRACTOR shall provide access to contractors for other phases as necessary to prevent delays and damages to contractors working on other phases of construction.

## **ARTICLE 37 TESTS AND INSPECTIONS**

A. If the Contract Documents, OWNER's instructions, laws, ordinances, or any public authority requires any work to be specially tested or approved, CONTRACTOR shall give notice, in accordance with requirements of such authority, of CONTRACTOR's readiness for observation or inspection. Such notice shall be given at least two working days prior to being tested or covered up. If inspection is by authority other than OWNER, CONTRACTOR shall inform OWNER's Inspector of the date fixed for such inspection. Required certificates of inspection shall be secured by CONTRACTOR. Observations by OWNER shall be promptly made, and where practicable, at the source of supply. If any work is covered up without approval or consent of OWNER, if required by OWNER, it must be uncovered for examination and satisfactorily reconstructed at CONTRACTOR's expense, in compliance with the Contract Documents. The cost of inspection or testing of any materials which are not in compliance with the Contract Documents shall be borne by CONTRACTOR. If the inspection or testing was paid for by OWNER, it will be charged back to and paid by CONTRACTOR. Other costs for tests and inspection of materials shall be paid by OWNER, unless otherwise provided in the Contract Documents.

B. Where the inspection and testing will be conducted by an independent laboratory or agency, the materials or samples of materials to be tested shall be selected by the laboratory or agency, or OWNER's representative, and not by CONTRACTOR.

C. CONTRACTOR shall notify OWNER in writing a sufficient time in advance of the manufacture of any materials to be supplied to CONTRACTOR under the Contract Documents, which materials must be tested according to the terms of the Contract Documents, in order that OWNER may arrange for testing at the source of supply. Materials shipped by CONTRACTOR from the source of supply without having satisfactorily passed testing and inspection, or prior to receipt of notice from OWNER that testing and inspection will not be required, shall not be incorporated into the Work without the prior approval of OWNER and subsequent testing and inspection.

D. Reexamination or retesting of questioned work may be ordered by OWNER, and if so ordered any work must be uncovered by CONTRACTOR. If the work is determined to be in accordance with the Contract Documents, OWNER shall bear the costs of reexamination or retesting and replacement. If the work is not in accordance with the Contract Documents, CONTRACTOR shall bear the costs.



## **ARTICLE 38 EXCAVATION DEEPER THAN FOUR FEET**

A. CONTRACTOR shall provide adequate sheeting, shoring, and bracing, or equivalent method, for the protection of life and limb in trenches and open excavation. Any such method used shall conform to applicable safety standards.

B. If the Contract Documents involve the excavation of any trench or trenches more than four feet in depth, in advance of excavation CONTRACTOR shall submit to OWNER, or to whomever OWNER designates, a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of any trench or trenches. If the plan varies from the Shoring System Standards established by the Construction Safety Orders of the Division of Industrial Safety of the Department of Industrial Relations, the plan shall be prepared by a registered civil or structural engineer employed by CONTRACTOR, and all costs of the plan shall be included in the contract price. In no case shall the plan be less effective than that required by the Construction Safety Orders. No excavation of any trench or trenches shall be commenced until the plan has been accepted by CAL-OSHA and a CAL-OSHA permit for the plan is delivered to OWNER.

C. If the Contract Documents involve digging trenches or excavations that extend deeper than four feet below the surface, the following shall apply:

1. Before the following conditions are disturbed, CONTRACTOR shall promptly notify OWNER in writing of any:

a. Material that CONTRACTOR believes may be hazardous waste, as defined in Health and Safety Code Section 25117, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law.

b. Subsurface or latent physical conditions at the site different from those indicated.

c. Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents.

2. OWNER shall promptly investigate the conditions, and if it finds that the conditions do so materially differ, or do involve hazardous waste, and cause a decrease or increase in CONTRACTOR's cost or the time required for

performance of any part of the Work, shall issue a change order under the procedures described in the Contract Documents.

3. In the event of a dispute between OWNER and CONTRACTOR concerning whether or not the conditions materially differ or involve hazardous waste, or cause a decrease or increase in CONTRACTOR's cost or time required for performance of any part of the Work, CONTRACTOR shall not be excused from any scheduled completion date provided for by the Contract Documents, but shall proceed with all the work to be performed. CONTRACTOR shall retain any and all rights provided either by contract or by law which pertain to the resolution of disputes and protests between the contracting parties.

## **ARTICLE 39 WORKERS**

A. At all times, CONTRACTOR shall enforce strict discipline and good order among its employees, shall not employ any unfit person or anyone not skilled in the work assigned, and shall require the same of all subcontractors of all tiers. It shall be the responsibility of CONTRACTOR to ensure subcontractor compliance with this Article.

B. Any person in the employ of CONTRACTOR or subcontractors whom OWNER may deem to be incompetent, unfit, troublesome, or otherwise undesirable, shall be excluded from the work site and shall not again be employed on it except with written consent of OWNER.

## **ARTICLE 40 FINGERPRINTING WORKERS**

A. CONTRACTOR shall comply with the applicable requirements of Education Code sections 45125.1 and 45125.2 with respect to fingerprinting CONTRACTOR's employees and pupil safety. CONTRACTOR shall also ensure that each of its subcontractors on the Project complies with the applicable requirements of sections 45125.1 and 45125.2. To this end, CONTRACTOR must complete and submit to OWNER the certification form included in the Contract Documents for itself and its subcontractors prior to commencing work on the Project. At CONTRACTOR's expense, CONTRACTOR shall comply with any directive from OWNER specifying measures to ensure the safety of pupils, including but not limited to one or more measures described in Education Code section 45125.2(a).

B. Should CONTRACTOR or any subcontractor feel its employees will have limited or less contact with OWNER's pupils, application shall be made to OWNER for a determination on that question. The determination by OWNER shall be final. In the event OWNER makes a determination of limited or less contact with pupils, CONTRACTOR shall comply with any directive by OWNER to ensure the safety of pupils, at CONTRACTOR's expense.

C. Use of Education Code section 45125.2(a)(1), (2), or (3) for compliance with these fingerprinting requirements is subject to prior OWNER approval. The determination by OWNER on the application of any of these sections shall be final.

D. In no event shall any employee of CONTRACTOR or its subcontractors come into contact with OWNER's pupils before the certification is completed and approved by OWNER.

## **ARTICLE 41 WAGE RATES AND PAYROLL RECORDS**

A. Pursuant to the provisions of Article 2 (commencing at Section 1770), Chapter 1, Part 7, Division 2, of the California Labor Code, OWNER has ascertained the general prevailing rate of per diem wages for each craft, classification, or type of worker needed to execute the work of the Project in the locality in which this public work is to be performed. The general prevailing rates of per diem wages are available at OWNER's office. CONTRACTOR is responsible to pay those rates determined to be applicable by the Director of the Department of Industrial Relations and OWNER shall not be responsible for any damages arising from the error.

B. When permitted by law, holiday and overtime work shall be paid at a rate of at least one and one-half times the specified rate of per diem wages, unless otherwise specified.

C. CONTRACTOR shall pay and shall cause to be paid to each worker engaged in work on the Project not less than the general prevailing rate of per diem wages, regardless of any contractual relationship which may exist between CONTRACTOR or any Subcontractor and such workers.

D. Pursuant to Labor Code Section 1775, CONTRACTOR shall forfeit and OWNER shall withhold from payments to CONTRACTOR not more than \$200 for each calendar day any worker is paid less than the established prevailing wage rates for the work or craft in which the worker is employed by CONTRACTOR on the Project. The difference between the established prevailing wage rates and the amount paid to each worker for each whole or partial calendar day for which each worker was paid less than the established prevailing wage rates shall be paid to each worker by CONTRACTOR.

E. Any worker employed to perform work on the Project which is not covered by any classification available in OWNER's office, shall be paid not less than the minimum rate of wages specified for the classification which most nearly corresponds with work to be performed by him, and that minimum wage rate shall be retroactive to the time of initial employment of the person in the classification.

F. Pursuant to Labor Code Section 1773.1, per diem wages are deemed to include employer payments for health and welfare, pension, vacation, travel, subsistence, apprenticeship, and similar purposes.

G. At appropriate conspicuous points on the site of the Project, CONTRACTOR shall post job site notices prescribed by the Department of Industrial Relations, including but not limited to, a schedule showing all determined minimum wage rates and all authorized deductions, if any, from unpaid wages actually earned.

H. CONTRACTOR shall submit a breakdown of all labor costs for this Project by trade. This breakdown shall be for all labor that CONTRACTOR or any subcontractor supplies to the Project. This information shall be provided to OWNER before the **first payment request** after the Notice to Proceed has been issued. Failure to provide the labor cost breakdown will result in delay in processing the payment request until the complete cost breakdown is provided by CONTRACTOR and received and approved by OWNER. No other labor expenses will be considered unless approved in writing by OWNER.

I. Pursuant to the provisions of Labor Code Section 1776, CONTRACTOR shall keep and shall cause each Subcontractor performing any portion of the work on the Project to keep an accurate payroll record, showing the name, address, social security number, work classification, straight time, and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by CONTRACTOR in connection with the Work. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating that (1) the information contained in the payroll record is true and correct, and (2) the employer has complied with the requirements of Sections 1771, 1811, and 1815 for any work performed by the employer's employees on the Project.

J. The payroll records required under this article shall be certified and shall be available for inspection at all reasonable hours at CONTRACTOR's principal office on the following basis:

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

2. A certified copy of all required payroll records shall be made available for inspection or furnished upon request to a representative of OWNER, the Division of Labor Standards Enforcement, and/or the Division of Apprenticeship Standards of the Department of Industrial Relations;

3. A certified copy of all payroll records required under this article shall be made available for inspection or copies made upon request by the public; provided, however, that a request by the public shall be made through either OWNER, the Division of Apprenticeship Standards, or the Department of Industrial Relations. If the requested payroll records have not been provided pursuant to Paragraph 2 above, prior to being provided the records, the requesting party shall reimburse the costs of preparation by CONTRACTOR, Subcontractors, and the entity through which the request was made. The public shall not be given access to the records at CONTRACTOR's principal office.

4. The form of certification shall be as follows:

I, \_\_\_\_\_ (*printed name*), the undersigned, am the (*position in business*) with the authority to act for and on behalf of \_\_\_\_\_ (*name of business and/or CONTRACTOR*), and certify under penalty of perjury that the records or copies submitted and consisting of \_\_\_\_\_ (*description, number of pages*) are the originals or true, full, and correct copies of the originals which depict the payroll record(s) of the actual disbursements by way of cash, check, or whatever form to the individual or individuals named.

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

K. CONTRACTOR shall file a certified copy of the required payroll records with the entity requesting the records within 10 days after receipt of a written request. In the event CONTRACTOR fails to comply within the 10-day period, as a penalty to OWNER CONTRACTOR shall forfeit \$100 for each calendar day, or portion of each calendar day, for each worker until strict compliance is effectuated. Upon request by the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due.

L. Payroll records made available for inspection as copies and furnished upon request to the public by OWNER, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement shall be marked or obliterated to prevent disclosure of an individual's name, address, and social security number. Payroll records furnished to agencies that are included in the Joint Enforcement Strike Force on the Underground Economy and other law enforcement agencies investigating violations of law shall be unredacted. The name and address of CONTRACTOR shall not be marked or obliterated in either case.

M. CONTRACTOR shall inform OWNER of the location of the payroll records, including the street address, city, and county, and within five working days shall provide a written notice of a change of location and address.

N. It shall be CONTRACTOR's responsibility to ensure compliance with the provisions of this article and the provisions of Labor Code Section 1776.

O. This project is subject to prevailing wage monitoring and enforcement by the Department of Industrial Relations. CONTRACTOR and all subcontractors shall be subject to the requirements of Subchapter 4.5 of Chapter 8 of Title 8 of the California Code of Regulations. Contractor and all subcontractors must furnish electronic certified payroll records to the DIR on the frequency specified in the Notice Calling for Bids using the DIR's eCPR system. To enroll in the eCPR system or obtain additional information and assistance, CONTRACTOR is directed to the DIR website at [www.dir.ca.gov/Public-Works/Certified-Payroll-Reporting.html](http://www.dir.ca.gov/Public-Works/Certified-Payroll-Reporting.html). CONTRACTOR shall comply with all requirements of the Labor Code and attendant regulations pertaining to prevailing wage monitoring and compliance as indicated in the Contract Documents, and/or as required by the DIR. CONTRACTOR shall permit OWNER, the DIR or their designee to interview CONTRACTOR's employees concerning compliance with prevailing wage, apprenticeship, and related matters, whether or not during work hours, and shall require each subcontractor to provide OWNER, the DIR or their designee with such access to its employees.

## **ARTICLE 42 APPRENTICES**

A. CONTRACTOR acknowledges and agrees that the Contract Documents are governed by the provisions of Labor Code Section 1777.5 where applicable. It shall be CONTRACTOR's responsibility to ensure compliance with this article and with Labor Code Section 1777.5 for all apprenticing occupations.

B. Apprentices of any crafts or trades may be employed, and when required by Labor Code Section 1777.5, shall be employed provided they are properly registered in full compliance with the provisions of the Labor Code.

C. Every apprentice shall be paid the prevailing rate of per diem wages for apprentices in the trade to which the apprentice is registered, and shall be employed only at the work of the craft or trade to which the apprentice is registered.

D. Only apprentices as defined in Labor Code Section 3077 who are in training under apprenticeship standards that have been approved by the Chief of the Division of Apprenticeship Standards, and who are parties to written apprentice agreements under Chapter 4 (commencing at Section 3070), Division 3, of the Labor Code, are eligible to be employed on public works. The employment and training of each apprentice shall be in accordance with either (1) the apprenticeship standards and apprentice agreements

under which the apprentice is in training, or (2) the rules and regulations of the California Apprenticeship Council.

E. Pursuant to Labor Code Section 1777.5, CONTRACTOR and any subcontractors employing workers in any apprenticeship craft or trade performing any work under the Contract Documents shall employ apprentices in at least the ratio set forth in Labor Code Section 1777.5, and may apply to any apprenticeship program in the craft or trade that can provide apprentices to the project site for a certificate approving CONTRACTOR or Subcontractor under the applicable apprenticeship standards for the employment and training of apprentices in the area of industry affected.

F. Prior to commencing work on the Project, CONTRACTOR shall submit contract award information to an applicable apprenticeship program that can supply apprentices to the project site. The information submitted shall include an estimate of journeyman hours to be performed on the Project, the number of apprentices proposed to be employed, and the approximate dates the apprentices would be employed. A copy of this information shall also be submitted to OWNER if requested. Within 60 days after concluding work on the Project, CONTRACTOR and all Subcontractors shall submit a verified statement of the journeyman and apprentice hours performed on the Project to the awarding body, if requested, and to the apprenticeship program. This information shall be public.

G. If in performing any of the Work, CONTRACTOR employs journeymen or apprentices in any apprenticeable craft or trade, CONTRACTOR shall contribute to the California Apprenticeship Council the same amount that the Director of Industrial Relations determines is the prevailing amount of apprenticeship training contributions in the area of the Project, subject to any credits permitted by law.

H. If CONTRACTOR or any Subcontractor is determined by the Chief of the Division of Apprenticeship Standards to have knowingly violated Labor Code Section 1777.5, it shall:

1. Forfeit as a civil penalty an amount not exceeding \$100 (\$300 for knowing subsequent violations) for each full calendar day of noncompliance. Notwithstanding Labor Code Section 1727, upon receipt of a determination that a civil penalty has been imposed by the Labor Commissioner, OWNER shall withhold the amount of the civil penalty from contract progress payments then due or to become due.

2. In lieu of the monetary penalty, for a first-time violation and with the concurrence of a specified apprenticeship program, the Labor Commissioner may order CONTRACTOR or any Subcontractor to provide apprentice employment

equivalent to the work hours that would have been provided for apprentices during the period of noncompliance.

3. In the event CONTRACTOR or any Subcontractor is determined by the Labor Commissioner to have knowingly committed a serious violation of any provision of Section 1777.5, the Labor Commissioner may also deny CONTRACTOR or any Subcontractor, and their responsible officers, the right to bid on or be awarded or perform work as a subcontractor on any public works contract for a period of up to one year for the first violation and up to three years for a subsequent violation.

CONTRACTOR or any Subcontractor (or responsible officer) shall have the right to obtain a review of the determination imposing a debarment or civil penalty as provided by law.

I. CONTRACTOR and all Subcontractors shall comply with Labor Code Section 1777.6, which forbids certain discriminatory practices in the employment of apprentices.

J. CONTRACTOR shall become fully acquainted with the law regarding apprentices prior to commencement of the work. Special attention is directed to Labor Code Sections 1777.5, 1777.6, and 1777.7, and Title 8, California Code of Regulations, Section 200 et seq. Questions may be directed to the State Division of Apprenticeship Standards, 455 Golden Gate Avenue, San Francisco, California.

## **ARTICLE 43 HOURS OF WORK**

A. CONTRACTOR shall furnish, and shall require all Subcontractors to furnish, sufficient forces to ensure the Work is prosecuted in accordance with the detailed project schedule without payment of overtime wage rates whenever possible.

B. As provided in Article 3 (commencing at Section 1810), Chapter 1, Part 7, Division 2 of the Labor Code, eight hours of labor shall constitute a legal day of work. The time of service of any worker employed at any time by CONTRACTOR, or by any subcontractor, upon the Work or upon any part of the work contemplated by the Contract Documents is limited and restricted to eight hours per day and 40 hours during any one week. Upon completion of all hours worked in excess of eight hours per day, work shall be permitted upon this Project at not less than one and one-half times the basic rate of pay.

C. CONTRACTOR shall keep, and shall cause all subcontractors to keep, an accurate record showing the name and actual hours worked each calendar day and each calendar week by each worker employed in connection with the Work or any part of the Work contemplated by the Contract Documents. The record shall be kept open at all



reasonable hours to the inspection of OWNER and to the Division of Labor Standards Enforcement, Department of Industrial Relations.

D. Saturdays, Sundays, holidays (including all OWNER designated holidays), and any day with work hours before 7:30 a.m. and/or after 4 p.m. shall be considered overtime for OWNER's representatives, consultants, and inspectors, and shall be compensated as such by CONTRACTOR per OWNER's submitted invoice. Such cost shall be billed to CONTRACTOR and deducted from subsequent progress payments or the final payment.

E. As a penalty, CONTRACTOR shall pay \$25 to the Department of Industrial Relations or OWNER for each worker employed by CONTRACTOR or by any subcontractor in the performance of the Contract Documents for each calendar day during which the worker is required or permitted to work more than eight hours in any calendar day and 40 hours in any one calendar week in violation of the provisions of Article 3 (commencing at Section 1810), Chapter 1, Part 7, Division 2 of the Labor Code.

F. Any work performed before or after regular working hours or on Saturdays, Sundays, or holidays (including all OWNER designated holidays) shall be performed without additional expense to OWNER. Should inspection or testing services be necessary on a Saturday, Sunday, or holiday (including all OWNER designated holidays), CONTRACTOR shall pay all additional expenses incurred. Such cost shall be billed to CONTRACTOR and deducted from the next payment.

G. CONTRACTOR shall anticipate work that would occur outside the normal work hours of 7:30 a.m. to 4 p.m. Such activities would include but are not limited to early morning concrete pours (because of hot weather), early or late material deliveries, required off-site inspections, or any other activity that would require the Project Inspector or OWNER personnel to work longer than an eight-hour day.

H. The Project Inspector cannot be asked to leave the Project after eight hours of work so CONTRACTOR would not have to pay overtime. If the extended work day is a result of CONTRACTOR'S work, the Project Inspector will perform its DSA assigned work as necessary to assure the Project is kept on schedule and CONTRACTOR is responsible to pay all costs associated with fulfilling these DSA assignments, including the Project Inspector's overtime. These costs shall be billed to CONTRACTOR and deducted from subsequent progress payments or the final payment.

## **ARTICLE 44 NONDISCRIMINATION**

In the performance of the terms of the Contract Documents, CONTRACTOR agrees that it will not engage in or permit any Subcontractor it may employ to engage in unlawful discrimination in employment of persons because of the race, religious creed, color,

national origin, ancestry, physical handicap, medical condition, marital status, or sex of such persons.

## **ARTICLE 45 COST BREAKDOWN AND PERIODICAL ESTIMATES**

A. On forms approved by OWNER, CONTRACTOR shall furnish the following:

1. Within 10 calendar days of award of contract, a detailed estimate giving a complete breakdown of contract price for each Project or site, which shall include all Subcontractor/supplier agreements showing dollar amounts of these agreements to justify the schedule of values; and
2. A periodical itemized estimate of work done for the purpose of making partial payments; and
3. A schedule of estimated monthly payments due CONTRACTOR within 10 days of request by OWNER.

B. Values employed in making up any of these schedules are subject to the Architect's written approval and will be used only for determining basis of partial payments and will not be considered as fixing a basis for additions to or deductions from contract price unless OWNER in its sole discretion so elects.

## **ARTICLE 46 PAYMENTS**

A. Unless otherwise specified in writing, each month within 30 days after receipt by OWNER of the monthly progress schedule and the certification of application for payment by the Architect, OWNER shall pay to CONTRACTOR a sum equal to 95 percent of the value of work performed and materials delivered subject to or under the control of OWNER and unused up to the last day of the previous month, less aggregate previous payments. In its sole discretion, OWNER may also deduct from these payments any amounts deemed due from CONTRACTOR.

B. Monthly payments shall be made only on the basis of monthly estimates which shall be prepared by CONTRACTOR on a form approved by OWNER and filed before the fifth day of the month during which payment is to be made.

C. Before consideration of a request for payment, a certificate in writing shall be obtained from the Architect stating that the work for which the payment is demanded has been performed in accordance with the terms of the Contract Documents and that the amount stated in the certificate is due under the terms of the Contract Documents. The

certificate shall be attached to and made a part of the payment request filed with OWNER. The certificate of the Architect shall not be conclusive upon OWNER, but advisory only.

D. If within three days after written demand the Architect fails to deliver such certificate, CONTRACTOR may file its payment request with OWNER without the certificate, but the request shall be accompanied by a statement that demand was made for the certificate and was refused. OWNER will then either allow the payment request as presented or shall by an order entered on the minutes of OWNER state the reasons for refusing to make payment.

E. Work completed as estimated shall be an estimate only and no inaccuracy or error in an estimate shall operate to release CONTRACTOR or Surety from any damages arising from such work or from enforcing each and every provision of the Contract Documents, and OWNER shall have the right to subsequently correct any error made in any estimate for payment.

F. CONTRACTOR SHALL NOT BE ENTITLED TO HAVE ANY PAYMENT REQUESTS PROCESSED OR ANY PAYMENT FOR WORK PERFORMED SO LONG AS CONTRACTOR HAS FAILED TO COMPLY WITH ANY LAWFUL OR PROPER DIRECTION CONCERNING THE WHOLE OR ANY PORTION OF THE WORK GIVEN BY OWNER OR THE ARCHITECT.

G. OWNER has discretion to require from CONTRACTOR any of the following information with the application for payment: (1) certified payroll covering the period of the prior application for payment, (2) unconditional waivers and releases from all Subcontractors/suppliers for which payment was requested under the prior application for payment, (3) receipts or bills of sale for any items. In addition, upon submittal of the first payment request, a complete per diem wage rate breakdown for all trades must be submitted in order for the payment request to be processed.

H. PAYMENT BY OWNER OF ANY PAYMENT REQUEST IS NOT AN INDICATION THAT OWNER HAS INSPECTED, APPROVED, OR ACCEPTED ANY PART OF THE WORK, NOR SHALL PAYMENT CONSTITUTE A WAIVER IN ANY RESPECT OF ANY OWNER RIGHTS.

I. The final payment of 5 percent of the value of the work done under the Contract Documents, if unencumbered, may be made 35 days after the Notice of Completion is recorded by OWNER. ACCEPTANCE WILL BE MADE ONLY BY ACTION OF THE GOVERNING BOARD OR OTHER GOVERNING BODY OF OWNER IN ACCORDANCE WITH THE PROVISIONS ON "COMPLETION."

J. Unless otherwise agreed in writing, on or before making request for final payment of the undisputed amount due under the Contract Documents, CONTRACTOR shall submit to OWNER the following in writing:

1. Information on CONTRACTOR's results in attaining compliance with the OWNER's three percent participation goal for Disabled Veterans Business Enterprises;
2. A summary of all claims for compensation under or arising out of the Contract Documents, stating whether the claims are settled or unsettled and the amounts of the claims, and further specifying the date(s) upon which any required protest and/or notice was given to OWNER;
3. A written release of all claims against OWNER arising by virtue of the Project, the Work, and the Contract Documents. Payment of undisputed amounts is contingent upon receipt of this waiver.

#### **ARTICLE 47 PAYMENTS BY CONTRACTOR**

CONTRACTOR shall pay:

- A. All transportation and utility services not later than the 20th day of the calendar month following the month in which the services are rendered;
- B. Ninety-five percent of the cost of all materials, tools, and other expendable equipment, not later than the 20th day of the calendar month following the month in which the materials, tools, and equipment are delivered to the project site, and the balance of the cost not later than the 30th day following completion of that part of the work in which the materials, tools, and equipment are incorporated or used; and
- C. To each of its subcontractors the respective amounts allowed CONTRACTOR on account of work performed by each subcontractor not later than the fifth day following each payment to CONTRACTOR.

#### **ARTICLE 48 PAYMENTS WITHHELD**

- A. In addition to any amount(s) which OWNER may retain under the article entitled "PAYMENTS," OWNER may withhold sufficient amount(s) of any payment(s) otherwise due to CONTRACTOR, as in its judgment may be necessary to cover the following:

1. Payments which may be past due and payable for claims against CONTRACTOR or any Subcontractors at any level for labor or materials furnished in the performance of work under the Contract Documents.
2. Defective work not remedied.
3. Failure of CONTRACTOR to make proper payments to its subcontractor(s) or material suppliers for materials or labor.
4. Completion of work if there exists a reasonable doubt that the work can be completed for the balance then unpaid.
5. Damage to another contractor.
6. All costs and expenses associated with OWNER having to acquire alternate educational facilities if CONTRACTOR fails to complete the Project within the period of time required by the Contract Documents.
7. Project schedule not up-to-date with the current payment request.
8. Overtime charges due consultants, Project Inspectors, the Architect, and OWNER or others as a result of extra services that were provided at CONTRACTOR's request or as a result of actions of CONTRACTOR or those employed by CONTRACTOR, including subcontractors, material suppliers, or others will be withheld from current payment requests.
9. CONTRACTOR agrees that OWNER may withhold 150 percent of the estimated cost of any additional testing or retesting required as a result of the fault or negligence of CONTRACTOR, or Subcontractors, vendors, or suppliers, until such time as OWNER receives confirmation that payment for such additional testing or retesting has been made.
10. Failure to maintain a current record set of drawings. The drawings shall be updated to the date when the payment request is submitted.
11. Failure to submit daily reports.
12. Failure to submit items required to accompany payment requests at initial and final completion.
13. Failure to submit and keep current any construction schedule required by the Contract Documents.

14. Failure to compensate the Architect for substitution review within the required time period.
15. Failure to compensate OWNER for overtime charges for OWNER representatives and employees incurred as a result of services provided during the current payment period.
16. Failure to compensate OWNER and/or the Architect for the cost of review time to evaluate CONTRACTOR'S proposed solutions to effect repair of work not in accordance with Contract Documents.
17. Failure to submit per diem wage rates for all trades pursuant to appropriate provisions of the General Conditions.
18. Penalties for violation of labor laws.
19. Cost of site clean-up.
20. Required payments to indemnify, hold harmless, or defend OWNER.
21. Compensation for unpaid extra services for the Architect caused by CONTRACTOR.
22. Compensation for unpaid extra services for the Project Inspector, including but not limited to reinspection required due to CONTRACTOR's failed tests, installation of unapproved or defective materials, or CONTRACTOR's requests for inspection and failure to attend the requested inspection.
23. Any liquidated damages, forfeiture of fees, or other damages assessed against CONTRACTOR by reason of failure to complete the Project on time.

B. OWNER may apply the withheld amount(s) to the payment of any claims or obligations at its discretion. In so doing, OWNER shall be deemed the agent of CONTRACTOR and any payment made by OWNER shall be considered to be a payment made under the Contract Documents by OWNER to CONTRACTOR, and OWNER shall not be liable to CONTRACTOR for the payments made in good faith. The payments may be made without prior judicial determination of the claim or obligations. OWNER shall submit to CONTRACTOR an accounting of the funds disbursed on behalf of CONTRACTOR.

## **ARTICLE 49 SUBSTITUTION OF SECURITIES**

A. Pursuant to the provisions of Public Contract Code section 22300, CONTRACTOR may substitute certain securities for any funds withheld by OWNER to ensure its performance under the Contract Documents. At the request and expense of CONTRACTOR, securities equivalent to any amount withheld shall be deposited, at the discretion of OWNER, with either a state or federally chartered bank as the escrow agent, who shall then pay any funds otherwise subject to retention to CONTRACTOR. Upon satisfactory completion of the Project, the securities shall be returned to CONTRACTOR.

B. Securities eligible for investment under this article shall include those listed in Government Code section 16430, bank and savings and loan certificates of deposit, interest bearing demand deposit accounts, standby letters of credit, or any other security mutually agreed to by CONTRACTOR and OWNER.

C. CONTRACTOR shall be the beneficial owner of any securities substituted for funds withheld and shall receive any interest.

D. All expenses relating to the substitution of securities under Public Contract Code section 22300 and this article, including but not limited to OWNER's overhead and administrative expenses and expenses of escrow agent, shall be CONTRACTOR's responsibility.

E. Should the value of the substituted security at any time fall below the amount for which it was substituted, or any other amount which OWNER determines to withhold, CONTRACTOR shall immediately and at CONTRACTOR'S expense deposit additional security qualifying under Public Contract Code section 22300 until the total security deposited is no less than equivalent to the amount subject to withholding under the Contract Documents.

F. In the alternative, under Public Contract Code section 22300, at its own expense, CONTRACTOR may request OWNER to make payment of earned retention funds directly to the escrow agent.

G. All escrow agreements shall be in conformance with the Escrow Agreement for Security Deposits in Lieu of Retention set forth in Public Contract Code section 22300, and shall be in the form of agreement provided by OWNER unless otherwise agreed in advance.

## **ARTICLE 50 PROGRESS SCHEDULE**

- A. Immediately after being awarded the Construction Agreement, CONTRACTOR shall prepare an estimated progress schedule and submit it to OWNER for review. The schedule shall indicate the beginning and completion dates of all phases of construction.
- B. The schedule shall be updated at reasonably required intervals throughout the Project, unless specifically required to be updated at more frequent intervals.
- C. Additional scheduling requirements may be contained in the attached Supplemental General Conditions.
- D. While OWNER does not discourage efforts by CONTRACTOR to accomplish an early completion of the Project, CONTRACTOR is directed to utilize and schedule the entire construction period set forth in the Construction Agreement. Any portion of the construction period not so scheduled shall be considered "float" and used the same as other float under the Contract Documents.

## **ARTICLE 51 EXTENSION OF TIME—LIQUIDATED DAMAGES**

- A. The parties understand and agree that the goodwill, educational process, and other business of OWNER will be damaged if the Project is not completed within the time limits required. The parties have further agreed that the exact amount of damages for failure to complete the Work within the time specified is, in some cases, extremely difficult, impractical, or impossible to determine. As to those damages that are difficult, impractical, or impossible to determine, CONTRACTOR shall be assessed the sum set forth in the Contract Documents per day as liquidated damages for each and every calendar day until the work required under the Contract Documents is complete. CONTRACTOR will pay to OWNER or OWNER may retain such damages from amounts otherwise payable to CONTRACTOR. For purposes of this article, the Work shall be considered "complete" in accordance with the provisions of the article on "COMPLETION," except that the work may be considered complete without formal acceptance by the OWNER's governing board or other governing body so long as the governing board, at its next regularly scheduled meeting, accepts the work.
- B. Providing CONTRACTOR has protested and/or given notice of delays on the Project as required by these Contract Documents, CONTRACTOR shall not be charged for liquidated damages as set forth above because of any delays in completion of work which are not the fault or negligence of CONTRACTOR, including but not restricted to acts of God. CONTRACTOR shall provide documentation and justification to substantiate the delay and its relation to the Project's critical path. OWNER shall ascertain the facts and extent of delay and grant extension of time for completing work when, in its judgment, the facts justify an extension. OWNER's findings of fact shall be final and conclusive on the parties. Extension of time shall apply only to that portion of work affected by the delay,



and shall not apply to other portions of work not so affected. Any dispute pertaining to a request for time or assessment of liquidated damages shall be resolved pursuant to the provisions on resolution of construction claims in the Contract Documents.

C. In addition to any liquidated damages which may be assessed, if CONTRACTOR fails to complete the Project within the time period provided in the Contract Documents, and if as a result OWNER finds it necessary to incur any costs and/or expenses, or if OWNER receives any claims by other contractors, subcontractors, or third parties claiming time or other compensation by reason of CONTRACTOR's failure to complete work on time, CONTRACTOR shall pay all those costs and expenses incurred by OWNER. These costs and expenses may include but are not limited to such items as rental payments, inspection fees, and additional architectural fees, whether related to the acquisition of facilities or caused by the delay in completion. These costs and expenses may be retained by OWNER from any payments otherwise due to CONTRACTOR.

D. Within 10 days of the beginning of any delay (unless OWNER grants in writing a further period of time to file notice prior to the date of final completion of the Project), CONTRACTOR shall notify OWNER in writing of the causes for the delay. Failure to give the required notice in writing within the time provided shall be interpreted as a failure by CONTRACTOR to properly administer the Contract Documents, Project, and Work, and shall constitute a waiver by CONTRACTOR of all claims of any kind and nature, without limitation, arising from the delay. In addition to this notice, in any instance where CONTRACTOR claims delay was caused by OWNER, the Architect or Architect's consultants, Inspector of Record, Division of State Architect, or anyone claimed to be an agent of them, and as a precondition to any right to claim additional time, prior to making any request for time, CONTRACTOR shall have satisfied the obligation of the Contract Documents to protest the delay.

E. Extensions of time shall be based solely upon the effect of delays to the work as a whole and will not be granted unless CONTRACTOR can demonstrate through analysis of the current updated schedule that the delay was caused by one of the causes for which an extension is authorized. A time extension will not be granted unless CONTRACTOR submits a Time Impact Analysis which utilizes networking techniques (fragments) and a written analysis of the facts which are alleged to have caused the delay. Time extensions will not be allowed for delays to parts of the work not on the critical path of the currently approved monthly updated construction schedule. Time extensions will not be granted until all available float, slack, or contingency time on the Project is used and the end date of the Work is moved beyond the current adjusted contract completion date. CONTRACTOR's sole remedy for delay or extensions of time in all cases except those due to unanticipated or unreasonable delay caused by OWNER shall be an extension of the contract time at no cost to OWNER. Additional scheduling requirements in cases of delay or requests for time may be included in supplementary conditions.

## ARTICLE 52 OCCUPANCY

OWNER reserves the right to occupy buildings and/or portions of the site at any time before completion, and occupancy shall not constitute final acceptance of any part of the Work covered by the Contract Documents, nor shall such occupancy extend the date specified for completion of the Work. Beneficial occupancy of building(s) does not commence any warranty period or entitle CONTRACTOR to any additional compensation due to such occupancy, or affect in any way or amount CONTRACTOR's obligation to pay liquidated damages for failure to complete the Project on time.

## ARTICLE 53 CONTRACT CLOSEOUT

A. Utility Connections: The building and/or buildings shall be connected to water, gas, sewer, and electric services, complete and ready for use. Service connections shall be made and existing services reconnected.

B. Record Drawings:

1. CONTRACTOR shall keep the following:
  - a. One complete set of blue line prints of all drawings which form a part of the Project in good order and available on the job site. They shall be used only for the purpose intended. Drawings shall be kept up-to-date as the Work progresses and shall be available at all times for inspection.
  - b. One set of annotated Specifications reflecting any and all changes to the original documents from change orders, substitutions, or any other deviations from the original specifications.
2. The intent of this procedure is to obtain an exact "as built" record of the work upon completion of the Project. The following information shall be carefully and correctly drawn on the prints and all items shall be accurately located and dimensioned from finished surfaces of building walls on all record drawings:
  - a. Any work not installed as indicated on drawings.
  - b. The exact locations and elevations of all covered utilities, including valves, cleanouts, etc.
3. CONTRACTOR shall certify to OWNER the accuracy of the record drawings and annotated Specifications and is liable and responsible for inaccuracies in as-

built and/or record drawings and the annotated Specifications, even if they do not become evident until a future date.

4. Upon completion of the Work and correction of all punch list items and as a condition precedent to approval of final payment, CONTRACTOR shall obtain the Architect's review of the marked up record set of prints and annotated Specifications and employ an appropriately trained individual to transfer the as-built information to a form of electronic media, acceptable to the Architect and OWNER, containing the original Drawings. CONTRACTOR shall provide the electronic as-built drawings to the Architect. When as-built information has been transferred to the acceptable electronic medium and the record drawings have been reviewed by the Architect, CONTRACTOR shall pay for a duplicate set of contract drawings to be used for CONTRACTOR's record drawings. Those final corrected record drawings shall also be saved on electronic media, in a format designated by OWNER, and shall be given to OWNER. Reproduction expenses for the drawings shall be paid for by CONTRACTOR out of the allowance and any difference returned to OWNER.

5. CONTRACTOR shall deliver to the Architect three complete sets of operating manuals, repair parts lists, and service instructions for all electrical and mechanical equipment, together with equipment warranties.

C. Maintenance Manuals: At least 30 days prior to final inspection, three copies of complete operational and maintenance manuals shall be submitted for review. All installation, operating, and maintenance information and drawings shall be bound in 8½ x 11" binders, indexed with tabs, and include tables of contents. Each manual shall also contain a list of subcontractors, with their addresses and the names of persons to contact in case of emergencies. Identifying labels shall provide names of manufacturers, their addresses, ratings, and capacities of equipment and machinery.

D. Inspection Requirements:

1. Before calling for final inspection, CONTRACTOR shall determine that the following work has been performed:

- a. General construction has been completed;
- b. Mechanical and electrical work complete, fixtures in place, connected and ready for tryout and test;
- c. Electrical circuits scheduled in panels and disconnect switches labeled;

- d. Painting and special finishes complete;
- e. Doors complete with hardware, cleaned of protective film, in good working order without sticking or binding;
- f. Tops and bottoms of doors stained/painted and sealed;
- g. Floors waxed and polished as specified;
- h. Broken glass replaced and glass cleaned;
- i. Grounds cleared of CONTRACTOR'S equipment, raked clean of debris, and trash removed from site;
- j. Work cleaned, free of stains, scratches, and other foreign matter, replacement of damaged and broken material;
- k. Finished and decorative work shall have marks, dirt, and superfluous labels removed;
- l. All flatwork shall have all stains removed including but not limited to oil, gas, rust, paint, etc.

2. Final inspection will be made by the Architect and specified OWNER personnel upon written notification from CONTRACTOR that work has been completed. CONTRACTOR must prearrange a final inspection with OWNER and Project Inspector. There should be a minimum of seven days' notice to OWNER and Project Inspector before the final inspection is scheduled. CONTRACTOR shall receive a list (punch list) of items found unacceptable and shall promptly correct them. Upon written notification from CONTRACTOR that all items have been corrected the Architect and Project Inspector or OWNER will reinspect for final acceptance of the Project. Failure of CONTRACTOR to complete punch list items will necessitate further reinspection by the Architect and Project Inspector or OWNER. Cost of reinspection will be deducted from the amounts owing to CONTRACTOR.

3. Deliver keys (labeled) to OWNER's representative. Master keys shall be accounted for in writing.

4. Furnish a letter to OWNER stating that a responsible representative of OWNER (give name and position) has been instructed in working characteristics of mechanical and electrical equipment.

E. Guarantee: Upon completion of final inspection, CONTRACTOR is to submit the guarantee to OWNER as specified in the Contract Documents.

F. Manufacturer Warranties: CONTRACTOR shall deliver 10 days prior to final inspection, original manufacturer warranties for all materials, equipment and/or supplies purchased and/or installed under the Contract Documents.

G. Equipment Training: Prior to final inspection, CONTRACTOR is responsible for providing the appropriate training for a minimum of two personnel of OWNER for each trade for the newly installed mechanical and electrical equipment required under the Contract Documents.

H. Contract Closeout Items Specified Within this Article are Mandatory: The parties agree that, should the required items not be furnished to OWNER, as stated or within 30 days of completion of all other work, OWNER will suffer damage which damage will be difficult, impossible or impractical to assess. For that reason, in accordance with Government Code Section 53069.85, the parties agree the following sums shall be assessed as fixed and liquidated damages and not as a penalty:

1. Record Drawings—\$25,000 or 10 percent of contract price, whichever is less;
2. Maintenance Manuals—\$5,000 or 10 percent of contract price, whichever is less;
3. Guarantee—\$25,000 or 10 percent of contract price whichever is greater;
4. Manufacturer Warranties—\$5,000 for each product or 10 percent of contract price whichever is greater;
5. Equipment Training—\$10,000 for each system or 10 percent of contract price whichever is greater.

I. In addition, the Notice of Completion will not be filed until either such amounts are paid or the items are provided. However, OWNER may also elect to file the Notice of Completion and pay retention after deducting such amounts. If CONTRACTOR disputes the amounts or OWNER's right to withhold these amounts, OWNER may withhold up to 150 percent of the disputed amount.

## ARTICLE 54 COMPLETION

A. OWNER shall accept the completion of the Project when all of the following conditions have been met:

1. The entire Work or Project (including all phases if a project is phased) including minor corrective items is completed to the satisfaction of OWNER;
2. The final DSA report has been filed with the State;
3. By action of its governing board or other governing body, OWNER has accepted the Project to be complete.
4. The Notice of Completion for the entire Project has been filed and recorded.

B. A final walk-through of the Project to determine completion of the Work and to record the Notice of Completion shall occur only upon a valid claim by CONTRACTOR that the Project is complete, including minor corrective items.

1. CONTRACTOR's Project Manager and Superintendent(s) shall attend the final walk-through. A representative(s) of OWNER shall also attend.
2. Should OWNER incur any costs by reason of an erroneous or premature claim of completion by CONTRACTOR that results in a premature walk-through, OWNER may withhold such costs from any money due or to become due to CONTRACTOR.
3. Any incomplete or corrective items shall be identified in the final walk-through of the Project.
4. Incomplete and corrective items identified in any walk-through shall be completed before CONTRACTOR calls for a subsequent walk-through, which shall be treated as and bear the same consequences as the initial call for a walk-through.

C. Alternative Process: OWNER shall have the option in its sole discretion to accept completion of the Work and have the Notice of Completion recorded when the entire Work is completed to OWNER's satisfaction, except for minor corrective items as distinguished from incomplete items.

1. Should OWNER elect to accept the Work as complete prior to completion of the entire Work or Project, it shall be on the following conditions:

- a. The entire Work or Project (including all phases if a project is phased), excluding minor corrective items, is complete to OWNER's satisfaction;
- b. The final DSA report shall be filed with the State as soon as appropriate;
- c. By action of its governing board or other governing body, OWNER has accepted the Project to be complete.
- d. The Notice of Completion for the entire project has been filed and recorded.

2. Should OWNER elect to accept the Work as complete prior to completion of the entire Work or Project, there shall be a final walk-through of the Project, as follows:

- a. Final walk-through shall be made upon a valid claim by CONTRACTOR that the Project is complete, excepting only minor corrective items;
- b. CONTRACTOR's Project Manager and Superintendent(s) shall attend the final walk-through. OWNER may be represented by anyone designated by OWNER's Representative, including but not limited to the Project Inspector, management, and/or representatives from Maintenance and Operations;
- c. Should OWNER incur any costs by reason of an erroneous or premature claim of completion by CONTRACTOR that results in a premature walk-through, OWNER may withhold such costs from any money due or to become due to CONTRACTOR.
- d. All remaining work, including minor incomplete or corrective items, shall be identified in the final walk-through of the Project;
- e. Incomplete and corrective items identified in any walk-through shall be completed before CONTRACTOR calls for a subsequent walk-through, which shall be treated as, and bear the same consequences as, the initial call for a walk-through.

3. Should OWNER elect to accept the Work as complete prior to completion of the entire Work or Project, and if CONTRACTOR fails to complete the minor corrective items prior to the expiration of a 35-day period immediately following recording of the Notice of Completion, OWNER shall withhold from the final payment an amount equal to 150 percent of the estimated cost, as determined by OWNER, of each incomplete or corrective item until such time as the item is completed.

4. If at the end of an additional 30-day period, there are items remaining to be corrected, OWNER may elect to:

a. Permit additional time for completion;

b. Complete the Work at the expense of CONTRACTOR, deducting the cost of work from any amounts being withheld.

5. CONTRACTOR shall have no claim or offset as against OWNER arising or in any way connected with an election by OWNER not to accept completion of the Work until the entire Work or Project, including minor corrective items, has been completed to OWNER's satisfaction. The time taken by CONTRACTOR to complete the Work or Project, including minor corrective items, shall be a basis for assessment of liquidated damages as provided in the Contract Documents, and is not affected by any decision by OWNER to occupy all or any portion of the Work prior to completion.

## **ARTICLE 55 CLAIMS FOR DAMAGES**

A. Pursuant to Public Contract Code section 9204, CONTRACTOR shall make all claims for payment for 1) work done by or on behalf of contractor for which payment is not otherwise expressly provided for in the Contract, 2) damages allegedly sustained by reason of any acts or omissions of OWNER or its agents, 3) time extensions, 4) relief from damages or penalties for delay or, 5) an amount disputed by OWNER by registered mail or certified mail, return receipt requested. Such written claim shall be submitted, within 10 days after the claim has arisen, is discovered or reasonably should have been discovered. CONTRACTOR shall furnish reasonable documentation to support the claim.

**IF CONTRACTOR FAILS TO COMPLY WITH ANY OF THE PROVISIONS OF THIS ARTICLE CONCERNING THE SUBMISSION OF CLAIMS, ITS CLAIM(S) SHALL BE FORFEITED AND INVALIDATED.**



B. In no event shall CONTRACTOR be permitted to reserve rights to make or pursue claims of any kind, whether for compensation in any form, or for time extensions, without the OWNER's express written consent. Any attempt to make such reservation or otherwise avoid the effect of this Article shall be void and of no force or effect whatsoever.

C. Any change order executed by CONTRACTOR with such reservation or other language of qualified acceptance shall be read and interpreted as though such language did not exist. No action by OWNER is required to invalidate such language, and no oral communication or other act or omission by OWNER or anyone acting on OWNER's behalf, except OWNER's express written consent, shall be construed as acquiescence in or consent to such reservation or other qualified acceptance language.

D. CONTRACTOR shall diligently proceed with performance of the Work, and OWNER shall continue to make payment of undisputed amounts, during any time period while claims are pending.

## **ARTICLE 56 RESOLUTION OF CONSTRUCTION CLAIMS**

A. Upon receipt of a claim, OWNER shall conduct a reasonable review of the claim, and, unless extended by mutual agreement of the parties, provide CONTRACTOR a written statement identifying what portion of the claim is disputed and what portion is undisputed within 45 days.

B. If OWNER needs approval from its governing body to provide CONTRACTOR a written statement identifying the disputed portion and the undisputed portion of the claim, and OWNER'S governing body does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, OWNER shall have up to three days following the next duly publicly noticed meeting of its governing body after the 45-day period, or extension, expires to provide CONTRACTOR a written statement identifying the disputed portion and the undisputed portion.

C. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after OWNER issues its written statement. If OWNER fails to issue a written statement, paragraph H. (below) shall apply.

D. If CONTRACTOR disputes OWNER'S written response, or if OWNER fails to respond to a claim issued pursuant to this section within the time prescribed, CONTRACTOR may demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, OWNER shall schedule a meet and confer conference within 30 days for settlement of the dispute.

E. Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, OWNER shall provide CONTRACTOR a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after OWNER issues its written statement. Any disputed portion of the claim, as identified by the CONTRACTOR in writing, shall be submitted to nonbinding mediation, with OWNER and CONTRACTOR sharing the associated costs equally. OWNER and CONTRACTOR shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the claim remaining in dispute shall be subject to applicable procedures described in sections K through O (below).

F. For purposes of this Article, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in sections D and E, (above).

G. Unless otherwise agreed to by OWNER and CONTRACTOR in writing, the mediation conducted pursuant to section E (above) shall excuse any further obligation under Public Contract Code section 20104.4 to mediate after litigation has been commenced.

H. Failure by OWNER to respond to a claim from a contractor within the time periods described in this subdivision or to otherwise meet the time requirements of this section shall result in the claim being deemed rejected in its entirety. A claim that is denied by reason of OWNER's failure to have responded to a claim, or its failure to otherwise meet the time requirements of this section, shall not constitute an adverse finding with regard to the merits of the claim or the responsibility or qualifications of the CONTRACTOR.

I. CONTRACTOR may present to OWNER a claim on behalf of a subcontractor or lower tier subcontractor. A subcontractor may request in writing, either on his or her own behalf or on behalf of a lower tier subcontractor, that the CONTRACTOR present a claim for work which was performed by the subcontractor or by a lower tier subcontractor on behalf of the subcontractor. The subcontractor requesting that the claim be presented to OWNER shall furnish reasonable documentation to support the claim. Within 45 days of receipt of this written request, the CONTRACTOR shall notify the subcontractor in writing

as to whether the CONTRACTOR presented the claim to OWNER and, if the CONTRACTOR did not present the claim, provide the subcontractor with a statement of the reasons for not having done so.

J. Except for tort claims, all claims or any portion of the claim(s) by CONTRACTOR remaining in dispute of \$375,000 or less shall be subject to the provisions of Public Contract Code Section 20104 et seq., except that the provisions of Public Contract Code section 20104.4 relating to mediation after litigation has commenced are excused, unless a written agreement to the contrary has been entered into between the parties.

Only claims, regardless of size, for which timely notice has been given, which have been subjected to the procedures specified in Public Contract Code section 9204, remaining "unresolved" may be pursued through litigation. All other CONTRACTOR claims are deemed waived.

K. The parties shall attempt to resolve all claims during the course of the Project using the procedures set forth in Articles 55 and 56. Pending resolution of a claim, CONTRACTOR shall diligently continue to work on the Project to completion. CONTRACTOR agrees it will neither rescind the Contract Documents nor stop the progress of the work, and CONTRACTOR'S sole remedy shall be the procedures set forth in Articles 55 and 56.

## **ARTICLE 57 PERFORMANCE/PAYMENT BOND**

A. Unless otherwise specified in the Contract Documents, CONTRACTOR shall furnish a Performance Bond, and for any contract of \$25,000 or more, a Payment Bond, each in an amount equal to 100 percent of the price stated in the Contract Documents. All bonds shall be provided by a corporate surety admitted in California. Personal sureties and unregistered sureties are unacceptable. The Performance Bond shall remain in full force and effect through the guarantee period as specified in the Contract Documents and through such extended period as permissible to cover latent conditions.

B. All surety companies with a minimum rating of "A minus, VIII," ("A minus V" when the price stated in the Contract Documents is less than \$500,000) as rated by the current edition of Best's Key Rating Guide, published by A.M. Best Company, Oldwick, New Jersey, 08858, and admitted in California shall be presumed to be satisfactory to OWNER for the issuance of bonds. In the alternative, any admitted surety company which satisfies the requirements set forth in California Code of Civil Procedure Section 995.660 shall be accepted and approved for the issuance of bonds.

## **ARTICLE 58 INSURANCE REQUIREMENTS**

A. CONTRACTOR shall provide the following insurance coverages, which shall remain in full force and effect during the Project:

1. Workers' Compensation;
2. Comprehensive General Liability;
3. Comprehensive Auto Liability;
4. Asbestos Abatement (on all modernization projects and on any other projects where asbestos-containing products may be affected by construction);
5. Course of Construction/Builder's Risk.

B. All insurance companies must meet the following criteria:

1. California admitted, as confirmed by the California Department of Insurance, or listed in the California Department of Insurance's List of Eligible Surplus Line Insurers ("LESLI list")
2. A minimum rating of "A-,VIII," as rated by the current edition of Best's Key Rating Guide, published by A.M. Best Company, Oldwick, New Jersey, 08858.

C. All CONTRACTOR'S insurance policies shall name OWNER's governing board or other governing body, OWNER's consultants, the Architect, and the Architect's consultants, their officers, agents and employees as additional insureds with regard to damages and defense of claims arising from:

1. Activities performed by or on behalf of the Named Insured;
2. Products and completed operations of Named Insured;
3. Premises owned, leased or used by the Named Insured;
4. The ownership, operation, maintenance, use, loading, or unloading of any auto owned, leased, hired, or borrowed by the Named Insured.

D. Should CONTRACTOR fail to provide insurance as required by the Contract Documents, OWNER may, at OWNER's option, take out and maintain at the expense of CONTRACTOR, insurance in the name of CONTRACTOR, or subcontractor, as OWNER

may deem proper. OWNER may deduct the cost of taking out and maintaining such insurance from any sums which are due or to become due to CONTRACTOR under the Contract Documents.

E. Insurance coverage shall not be less than the following:

1. WORKERS' COMPENSATION

a. In accordance with the provisions of Section 3700 of the California Labor Code, CONTRACTOR and every subcontractor shall be required to secure the payment of compensation to its employees.

b. In accordance with the provisions of Section 3700 of the California Labor Code, CONTRACTOR and every subcontractor shall be required to secure the payment of compensation to its employees.

c. CONTRACTOR shall at all times maintain workers' compensation insurance for all of its employees engaged in work under the Contract Documents, on or at the site of the Project. In case any of its work is sublet, CONTRACTOR shall require the subcontractor to similarly provide workers' compensation insurance for all of the subcontractors' employees. Any class of employee or employees not covered by a subcontractor's insurance shall be covered by CONTRACTOR's insurance. In case any class of employees engaged in work under the Contract Documents, on or at the site of the Project, is not protected under the workers' compensation statutes, CONTRACTOR shall provide or shall cause a subcontractor to provide adequate insurance coverage for the protection of such employees not otherwise protected before subcontractor commences work. CONTRACTOR shall file with OWNER certificates of its insurance protecting workers and a 30-day notice shall be provided to OWNER before the cancellation or reduction of any policy of CONTRACTOR or subcontractor. CONTRACTOR shall submit proof of insurance and provide endorsements on the forms provided by OWNER or on forms approved by OWNER.

d. The certificate shall reflect coverage in at least the following amounts:

(1) State workers' compensation statutory benefits policy—limits of not less than \$1,000,000.

(2) Employer's liability policy—limits of not less than \$1,000,000.

## 2. COMMERCIAL GENERAL LIABILITY

a. CONTRACTOR shall take out and maintain such commercial general liability insurance as shall protect CONTRACTOR and OWNER from all claims for personal injury, including accidental death, to any person (including, as to OWNER, injury or death to CONTRACTOR's or subcontractor's employees), as well as from all claims for property damage arising from operations under the Contract Documents, in amounts set forth in this article.

b. CONTRACTOR shall require its subcontractors, if any, to take out and maintain similar general commercial liability insurance in like amounts.

c. Coverage must be written on an occurrence versus a "claims made" form with policy limits not less than \$1,000,000 per occurrence and \$2,000,000 aggregate per project on bodily injury and property damage, and include coverage for the following:

- (1) Premises - operations;
- (2) Contractual liability;
- (3) Products;
- (4) Completed operations;
- (5) Broad form property damage including explosion, collapse, and underground coverages;
- (6) Personal injury;

d. In the event of any payment under the Commercial General Liability Policy, the insurer shall be subrogated to the extent of such payment to all the insured's rights of recovery, but the insurer shall have no rights of subrogation against OWNER, OWNER's consultants, the Architect, and the Architect's consultants, their elected or appointed officials, or employees, except as respects the negligence of OWNER, the Architect, and Architect's consultants.

3. COMPREHENSIVE AUTO LIABILITY INSURANCE

Such insurance shall have combined single limits of not less than \$1,000,000, bodily injury, property damage, including coverage for owned, non-owned and hired autos.

4. ASBESTOS ABATEMENT

- a. Must be occurrence coverage versus "claims made" coverage.
- b. \$1,000,000 per occurrence with not less than \$2,000,000 annual aggregates limits required.
- c. Certificates of insurance must specify "asbestos abatement."

5. COURSE OF CONSTRUCTION (COC)/BUILDER'S RISK INSURANCE

a. When required by OWNER, on new school construction project, CONTRACTOR may be required to provide builders risk coverage with limits equal to 100 percent of the insurable value of the Project, including all items of labor and materials in or adjacent to the structure insured, all materials in place or to be used as part of the permanent construction, including surplus materials, shanties, protective fences, bridges, or temporary structures, miscellaneous materials and supplies incident to the work, and such scaffolding, staging, towers, forms, and equipment as are not owned or rented by CONTRACTOR, the cost of which are included in the cost of the Work. Such insurance shall be maintained for the life of the Contract.

b. If required by OWNER, CONTRACTOR shall maintain a Builder's Risk Completed Value Form providing all risk coverage, naming CONTRACTOR and OWNER as insureds and subcontractors to all levels as additional insureds, as their respective interests appear.

c. A maximum deductible of \$5,000 per occurrence will be allowed on projects. CONTRACTOR shall be responsible for any deductibles under the property insurance policy.

d. The builder's risk insurance limits shall initially be for the full amount of the Project price shown in the Agreement document and shall be maintained in full force and effect at all times between the signing of the

contract and final acceptance of the completed work by OWNER at an amount equaling the estimated cost to OWNER of rebuilding.

F. CONTRACTOR shall be responsible for payment of any deductibles under any of the above named coverages.

## **ARTICLE 59 PROOF OF INSURANCE COVERAGE**

A. CONTRACTOR shall deliver in triplicate proof of carriage of required insurance. This proof shall be presented with the required Payment and Performance Bonds and return of other Contract Documents.

B. CONTRACTOR shall not commence work or allow any subcontractor to commence work under this contract until CONTRACTOR has obtained all required insurance and certificates, which shall be delivered to and approved by OWNER.

C. Certificates and insurance policies shall include the following:

1. A clause stating:

"This policy shall not be canceled or reduced in required limits of liability or amount of insurance until notice has been mailed to certificate holder stating the date of cancellation or reduction. The date of cancellation or reduction may not be less than 30 days after the date of mailing the notice."

2. Transcripts from the policies authenticated by the proper office of the insurer evidencing, in particular, those insured, the extent of the insurance, the location of and the operations to which the insurance applies, expiration date, and cancellation and reduction notice.

3. A statement that OWNER is a named additional insured under the policy described and that the insurance policy shall be primary to any insurance or self-insurance maintained by OWNER.

E. OWNER shall be named as certificate holder and additional insured and all certificates with endorsements shall be forwarded in triplicate to OWNER.

F. In the event of modification or cancellation of the policy or policies during the periods of coverage stated in this article, 30 days' prior written notice of such cancellation shall be delivered or mailed by certified mail, return receipt requested, to OWNER.



G. Acceptance of the certificates of insurance shall not relieve or decrease CONTRACTOR's liability. Insurance coverage in the minimum amounts set forth in the Contract Documents shall not be construed to relieve CONTRACTOR of liability in excess of such coverage, nor shall it preclude OWNER from taking such other actions as are available to it under any other provisions of the Contract Documents or otherwise in law.

## **ARTICLE 60 INDEMNIFICATION**

A. CONTRACTOR shall hold harmless, defend, and indemnify OWNER, the Architect, and Inspector of Record and the officials, officers, employees, volunteers, and agents, and each of them, from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of or incident to any acts, omissions, or willful misconduct of CONTRACTOR, its officials, officers, employees, agents, consultants, and subcontractors arising out of or in connection with the performance of the Work or the Contract Documents, including without limitation the payment of all consequential damages and attorneys fees and other related costs and expenses. At CONTRACTOR's own cost, expense, and risk and with counsel reasonably satisfactory to OWNER, CONTRACTOR shall defend any and all such suits, actions, or other legal proceedings of every kind that may be brought or instituted against OWNER, the Architect, Inspector of Record, and their directors, officials, officers, employees, agents, or volunteers. CONTRACTOR shall pay and satisfy any judgment, award, or decree that may be rendered against OWNER, the Architect, Inspector of Record or their directors, officials, officers, employees, agents, or volunteers, in any such suit, action, or other legal proceeding. CONTRACTOR shall reimburse OWNER, the Architect, Inspector of Record and their directors, officials, officers, employees, agents, and volunteers, for any and all legal expenses and costs incurred by each of them in connection with any suit, action, or legal proceeding, or in enforcing the indemnity provided under this Article.

B. CONTRACTOR shall require each subcontractor to hold harmless, defend, and indemnify OWNER, the Architect, Inspector of Record and their officials, officers, employees, volunteers and agents, from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage, or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of or incident to any acts, omissions, or willful misconduct of subcontractor its officials, officers, employees, agents, consultants and subcontractors arising out of or in connection with the performance of the Work or the Contract Documents, including without limitation the payment of all consequential damages and attorneys' fees and other related costs and expenses. At subcontractor's own cost, expense and risk, subcontractor shall defend any and all such suits, actions, or other legal proceedings of every kind that may be brought or instituted against OWNER, the Architect, Inspector of Record, and their directors, officials officers, employees, agents or volunteers. Subcontractor shall pay and satisfy any judgment, award, or decree that

may be rendered against OWNER, the Architect, Inspector of Record, or their directors, officials, officers, employees, agents or volunteers, in any such suit, action, or other legal proceeding. Subcontractor shall reimburse OWNER, the Architect, Inspector of Record, and their directors, officials, officers, employees, agents, and volunteers, for any and all legal expenses and costs incurred by each of them in connection with any suit, action, or legal proceeding, or in enforcing the indemnity provided under this article.

C. The obligations of this Article expressly include but are not limited to the obligations of indemnification and defense of OWNER, the Architect, Inspector of Record, and their directors, officials, officers, agents and employees arising in any manner out of any claims against them brought by other contractors, subcontractors, material suppliers, or other third parties alleging any of them owe the claimant either time, compensation, or damages due to any act, omission, or occurrence caused or contributed to in any degree by CONTRACTOR or any of its subcontractors.

## **ARTICLE 61 ASSIGNMENT**

CONTRACTOR shall not assign any rights, delegate any duties, transfer, convey, sublet, or otherwise dispose of the Construction Agreement or of its rights, title, or interest in or to the Construction Agreement or any part of it. If CONTRACTOR assigns, transfers, conveys, sublets, or otherwise disposes of the Construction Agreement or its right, title, or interest in it, or any part of it, any attempted or purported assignment, transfer, conveyance, sublease, or other disposition, shall be null, void, and of no legal effect whatsoever, and at OWNER's option the Construction Agreement may be terminated, revoked, and annulled, and OWNER shall then be discharged from any and all liability and obligations to CONTRACTOR, and to its purported assignee or transferee, arising out of the Construction Agreement. This expressly includes but is not limited to any attempts to create "pass through" or similar rights for subcontractors to pursue claims directly against OWNER.

## **ARTICLE 62 SEPARATE CONTRACTS**

A. OWNER reserves the right to let other contracts in connection with this Work. CONTRACTOR shall afford other contractors reasonable opportunity for introduction and storage of their materials and execution of their work, and shall coordinate its work with those other contractors.

B. If any part of CONTRACTOR's work depends upon work of any other contractor for proper execution of results, CONTRACTOR shall inspect and promptly report in writing to the Architect any defects in the other contractor's work that render it unsuitable for proper execution or results. CONTRACTOR's failure to inspect and report shall constitute its acceptance of any other contractor's work as fit and proper for reception of its work

except as to defects which may develop in another contractor's work after execution of CONTRACTOR's work.

C. To ensure proper execution of CONTRACTOR's subsequent work, CONTRACTOR shall measure and inspect work already in place and shall report in writing to the Architect any discrepancy between executed work and the Contract Documents.

D. CONTRACTOR shall ascertain to CONTRACTOR's satisfaction the scope of the Project and nature of any other contracts that have been or may be awarded by OWNER in connection with the Project, in order that CONTRACTOR may perform the work in light of any other contracts. Nothing contained in the Contract Documents shall be interpreted as granting to CONTRACTOR exclusive occupancy of the Project site. CONTRACTOR shall not cause any unnecessary hindrance or delay to any other contractor working on the Project. If simultaneous execution of any contract for the Project is likely to cause interference with performance of some other contract or contracts, OWNER shall decide which contractor shall cease work temporarily and which contractor shall continue or whether work can be coordinated so that the contractors may proceed simultaneously. OWNER shall not be responsible for any damage suffered or extra costs incurred by CONTRACTOR resulting directly or indirectly from the award or performance or attempted performance of any other contract or contracts on the Project, or caused by any decision or omission of OWNER regarding the order in performing or coordinating the contracts.

## **ARTICLE 63 OWNER'S RIGHT TO TERMINATE CONTRACT**

### **Termination for Cause:**

A. OWNER may serve upon CONTRACTOR and its surety written notice of OWNER's intention to terminate the Construction Agreement, without prejudice to any other right or remedy, upon the occurrence of any of the following circumstances:

1. If CONTRACTOR refuses or fails to pursue the Work or any part with sufficient diligence to ensure its completion within the time specified, or any extension of time;
2. If CONTRACTOR refuses or fails to complete the Work within the time required;
3. If CONTRACTOR is adjudged a bankrupt, or makes a general assignment for the benefit of its creditors;

4. If a receiver is appointed on account of CONTRACTOR's insolvency;
5. If CONTRACTOR persistently or repeatedly refuses or fails to supply enough properly skilled workers or proper materials to complete the Work in the time specified, except in cases for which extension of time is provided;
6. If CONTRACTOR fails to make prompt payment to subcontractors or for material or labor;
7. If CONTRACTOR persistently disregards laws, ordinances, or instructions of OWNER;
8. If CONTRACTOR or its SUBCONTRACTORS violates any of the provisions of the Contract Documents.

B. The notice of intent to terminate shall contain the reasons for termination.

C. Unless the identified condition(s) or violation(s) ceases and arrangements satisfactory to OWNER for correction are made within 10 days after service of the notice, the Construction Agreement may be terminated, in the total discretion of OWNER. In that event, CONTRACTOR shall not be entitled to receive any further payment until the Work is completed.

D. In the event of OWNER's election to terminate, OWNER shall immediately serve written notice of termination upon CONTRACTOR and upon surety on CONTRACTOR's Performance Bond, and the surety shall then have the right to take over and perform this contract; provided however that if within seven days after service upon the surety of the notice of election to terminate, the surety does not give OWNER written notice of its intention to take over and perform the Construction Agreement, or does not commence performance within 15 days after the date of service of the notice of termination by OWNER on surety, OWNER may take over and complete the Work by contract or by any other method it deems advisable.

E. CONTRACTOR and its surety shall be liable to OWNER for any excess cost or other damages incurred by OWNER. If OWNER takes over the Work as provided above, OWNER may exclude CONTRACTOR and the surety from the premises, or any portion of the premises, and take control of the premises without liability and without affecting the liability of CONTRACTOR and the surety for completion of the Work. In addition, OWNER may take possession of and utilize in completing the Work any materials, appliances, equipment, and other property belonging to CONTRACTOR on the work site necessary for completion of the Project, without liability.

F. If the unpaid balance of the contract price exceeds the expense of finishing the Work, including without limitation compensation for additional architectural, managerial, inspection, and administrative services, the excess shall be paid to CONTRACTOR. If the expense exceeds the unpaid balance, CONTRACTOR shall pay the difference to OWNER. Any expenses incurred by OWNER, and any damage incurred through CONTRACTOR's default, shall be certified by the Architect.

G. These provisions are in addition to and not a limitation on any other rights or remedies available to OWNER.

#### **Termination for Convenience:**

H. OWNER has discretion to terminate this Agreement at any time and require CONTRACTOR to cease all work on the project by providing CONTRACTOR written notice of termination specifying the desired date of termination. Upon receipt of written notice from OWNER of such termination for OWNER's convenience, CONTRACTOR shall:

1. Cease operations as directed by OWNER in the notice;
2. Take any actions necessary, or that OWNER may direct, for the protection and preservation of the Work; and
3. Maintain any insurance provisions required by the Contract Documents.

In case of termination for OWNER's convenience, CONTRACTOR shall be entitled to receive payment from OWNER for work satisfactorily executed and for proven loss with respect to materials, equipment, and tools, including overhead and profit for that portion of the work completed. In the case of termination for convenience, OWNER shall have the right to accept assignment of subcontractors. The foregoing provisions are in addition to and not in limitation of any other rights or remedies available to OWNER.

#### **ARTICLE 64 NO WAIVER**

The failure of OWNER in any one or more instances to insist upon strict performance of any of the terms of the Contract Documents, or to exercise any option conferred in them, shall not be construed as a waiver or relinquishment to any extent of the right to assert or rely upon any such terms or option on any future occasion.

#### **ARTICLE 65 EXCISE TAXES**

If any transaction under the Contract Documents constitutes a sale on which a federal excise tax is imposed under federal excise tax law, and the sale is exempt from the excise tax because it is a sale to a state or local government for its exclusive use, upon request OWNER will execute a certificate of exemption which will certify that (1) OWNER is a political subdivision of the State for the purpose of such exemption, and (2) the sale is for the exclusive use of OWNER. No excise tax for such materials shall be included in any bid price.

## **ARTICLE 66 NOTICE OF TAXABLE POSSESSORY INTEREST**

The terms of the Contract Documents may result in the creation of a possessory interest. If a possessory interest is vested in a private party to the Contract Documents, the private party may be subjected to the payment of property taxes levied on such interest.

## **ARTICLE 67 ASSIGNMENT OF ANTITRUST ACTIONS**

A. Public Contract Code Section 7103.5(b) provides:

“In entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to a public works contract, the contractor or subcontractor offers and agrees to assign to the awarding body (OWNER) all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sect. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body tenders final payment to the contractor, without further acknowledgment by the parties.”

B. For itself and all subcontractors, CONTRACTOR agrees to assign to OWNER all rights, title, and interest in and to all such causes of action CONTRACTOR and all subcontractors may have under the Contract Documents. This assignment shall become effective at the time OWNER tenders final payment to CONTRACTOR, and CONTRACTOR shall require assignments from all SUBCONTRACTORS to comply with this requirement.

## **ARTICLE 68 PATENTS, ROYALTIES, AND INDEMNITIES**

CONTRACTOR shall hold harmless OWNER and its governing board or other governing body, officers, agents, and employees from liability of any nature or kind, including cost and expense, for or on account of any patented or unpatented invention, process, article,

or appliance manufactured or used in the performance of the Work of the Contract Documents, including its use by OWNER, unless otherwise specifically provided in the Contract Documents and unless such liability arises from the sole negligence, active negligence, or willful misconduct of OWNER.

## **ARTICLE 69 STATE AUDIT**

Pursuant to and in accordance with the provisions of Government Code Section 8546.7, CONTRACTOR and any subcontractor connected with the performance of the Contract Documents involving the expenditure of public funds in excess of \$10,000, including, but not limited to the cost of administration of the Contract Documents, shall be subject to examination and audit by the State of California, either at the request of OWNER or as part of any audit of OWNER, for a period of three years after final payment is made under the Contract Documents.

## **ARTICLE 70 PROVISIONS REQUIRED BY LAW DEEMED INSERTED**

Every provision of law and clause required by law to be inserted in the Contract Documents shall be deemed to be inserted, and the Contract Documents shall be read and enforced as though it were included. If through mistake or otherwise any provision is not inserted or is not correctly inserted, upon application of either party the Contract Documents shall be amended to make the insertion or correction. All references to statutes and regulations shall include all amendments, replacements, and enactments on the subject which are in effect as of the date of the Contract Documents and any later changes which do not materially and substantially alter the positions of the parties.

## **ARTICLE 71 NOTICE AND SERVICE**

A. Any notice from one party to the other under the Contract Documents shall be in writing and shall be dated and signed by the party giving the notice or by a duly authorized representative of the party. Any notice shall not be effective for any purpose unless served in one of the following ways:

B. If notice is given to OWNER, by personal delivery to OWNER or by depositing the notice in the United States mail, enclosed in a sealed envelope addressed to OWNER and sent by registered or certified mail with postage prepaid.

C. If notice is given to CONTRACTOR, by personal delivery to CONTRACTOR or to CONTRACTOR's superintendent at the Project Site, or by depositing the notice in the United States mail, enclosed in a sealed envelope addressed to CONTRACTOR at its regular place of business or at such address as may have been established for the

conduct of work under the Contract Documents, and sent by registered or certified mail with postage prepaid.

D. If notice is given to surety or other persons, by personal delivery or by depositing the notice in the United States mail, enclosed in a sealed envelope addressed to the surety or person at the address last communicated by the surety or other person to the party giving notice, and sent by registered or certified mail with postage prepaid.

## **ARTICLE 72 DISABLED VETERAN BUSINESS ENTERPRISE COMPLIANCE**

A. In accordance with Education Code Section 17076.11, OWNER has a participation goal for disabled veteran business enterprises of at least three percent per year of the overall dollar amount of funds allocated to OWNER by the State Allocation Board pursuant to the Leroy F. Greene School Facilities Act of 1998 for construction or modernization and expended each year by the school district.

B. Prior to, and as a condition precedent for final payment under any contract for such project, CONTRACTOR shall provide appropriate documentation to OWNER identifying the amount paid to disabled veteran business enterprises in conjunction with the Contract Documents, so that OWNER can assess its success at meeting this goal.



## 12-PAYMENT BOND

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the \_\_\_\_\_, (referred to as "Owner"), has awarded to \_\_\_\_\_ (referred to as the "Contractor/ Principal") a contract for the work described as follows: \_\_\_\_\_.

WHEREAS, Contractor/Principal is required by Division 4, Part 6, Title 3, Chapter 5 (commencing at Section 9550) of the California Civil Code to furnish a bond in connection with the contract;

NOW, THEREFORE, we, the Contractor/Principal and \_\_\_\_\_ as Surety, are held firmly bound unto Owner in the penal sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), lawful money of the United States of America for the payment of which sum 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 Contractor/Principal, his/her or its heirs, executors, administrators, successors, or assigns, or a subcontractor, shall fail to pay any person or persons named in Civil Code Section 9100 or fail to pay for any materials 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 Section 13020 of the Unemployment Insurance Code with respect to work and labor thereon of any kind, then said Surety will pay for the same, in or to an amount not exceeding the amount set forth above, and in case suit is brought upon this bond Surety will also pay such reasonable attorney's fees as shall be fixed by the court, awarded and taxed as provided in Division 4, Part 6, Title 3, Chapter 5 (commencing at Section 9550) of the California Civil Code.

This bond shall inure to the benefit of any of the persons named in Section 9100 of the California Civil Code so as to give a right of action to such person or their assigns 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, specifications, or agreement pertaining or relating to any scheme or work of improvement described above 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 the time for any payment pertaining or relating to any scheme or work of improvement described above, 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 Surety be

released from liability to those for whose benefit such bond has been given, by reason of any breach of contract between the Owner and original contractor or on the part of any obligee named in such bond, but the sole conditions of recovery shall be that claimant is a person described in Section 8400 and 8402 of the California Civil Code and has not been paid the full amount of his/her or its claim and that Surety does hereby waive notice of any such change, extension of time, addition, alteration, or modification.

Any claims under this bond may be addressed to:

Name & address of Surety

Name & address of agent or  
representative in California, if different  
than above

Telephone # of Surety, or agent or  
representative in California

IN WITNESS WHEREOF, we have hereto set our hands and seals on this            day of  
, 20            .

***[SEAL]***

Contractor/Principal

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

Print Name Above

Print Title Above

Surety:

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

Print Name Above

Print Title Above

***[SEAL AND NOTARIAL ACKNOWLEDGMENT OF SURETY]***

## 13-PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the \_\_\_\_\_ (referred to as "Owner"), has awarded to \_\_\_\_\_ (referred to as "Contractor/Principal") a contract for the work described as follows: \_\_\_\_\_.

NOW, THEREFORE, we, the Contractor/Principal and \_\_\_\_\_, as Surety, are held firmly bound unto Owner in the penal sum of \$ \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), lawful money of the United States of America for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION IS SUCH THAT, if the hereby bonded Contractor/Principal, its heirs, executors, administrators, successors, or assigns, shall in all things stand to and abide by and well and truly keep and perform all the undertakings, terms, covenants, conditions, and agreements in the said contract and any alteration thereof, made as therein provided, including but not limited to the provisions regarding contract duration, indemnification, and liquidated damages, all within the time and in the manner therein designated in all respects according to their true intent and meaning, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

As a condition precedent to the satisfactory completion of the contract, the above obligation shall hold good for a period of \_\_\_\_\_ year(s) after the acceptance of the work by the Owner, during which time if Contractor/Principal shall fail to make full, complete, and satisfactory repair and replacements and totally protect the Owner from loss or damage made evident during the period of \_\_\_\_\_ year(s) from the date of completion of the work, and resulting from or caused by defective materials or faulty workmanship, the above obligation in penal sum thereof shall remain in full force and effect. The obligation of Surety under this bond shall continue so long as any obligation of Contractor/Principal remains.

Whenever Contractor/Principal shall be, and is declared by the Owner to be, in default under the contract, the Owner having performed the Owner's obligations under the contract, the Surety shall promptly remedy the default, or shall promptly:

1. Complete the contract in accordance with its terms and conditions; or
2. Obtain a bid or bids for completing the contract in accordance with its terms and conditions, an upon determination by Surety of the lowest responsive and responsible bidder, arrange for a contract between such bidder and the Owner, and make available as work progresses sufficient funds to pay the cost of completion less the balance of the contract price, but not exceeding, including other costs and damages for which Surety may be liable under this Performance Bond, the amount set forth above. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor/Principal by the Owner under the contract and any modifications to it, less the amount previously paid by the Owner to the Contractor/Principal.

Surety expressly agrees that the Owner may reject any contractor or subcontractor which may be proposed by Surety in fulfillment of its obligations in the event of default by the Contractor/Principal.

Surety shall not utilize Contractor/Principal in completing the contract nor shall Surety accept a bid from Contractor/Principal for completion of the work if the Owner, when declaring the Contractor/Principal in default, notifies Surety of the Owner's objection to Contractor/Principal's further participation in the completion of the work.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner named herein or the successors or assigns of the Owner. Any suit under this bond must be instituted within the applicable statute of limitations period.

FURTHER, for value received, the Surety hereby stipulates and agrees that no change, extension of time, alternation, or modification of the Contract Documents, or of the work to be performed under them, shall in any way affect its obligations on this bond; and it does hereby waive notice of any change, extension of time, alteration, or modification of the Contract Documents or of work to be performed under them.

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

Any claims under this bond may be addressed to:

Name and address of Surety:

Name and address of agent or representative in California, if different than above:

Telephone number of Surety, or agent or representative in California:

IN WITNESS WHEREOF, we have hereto set our hands and seals on this                      day of  
, 20                      .

[SEAL]

CONTRACTOR/PRINCIPAL

By \_\_\_\_\_  
Signature

Type or Print Name Above

Type of Print Title Above

SURETY

By \_\_\_\_\_  
Signature

Type or Print Name Above

Type of Print Title Above

*[SEAL AND NOTARIAL ACKNOWLEDGMENT OF SURETY]*

## 14-WORKERS' COMPENSATION CERTIFICATE

**PROJECT TITLE: BID #: Campus Painting Project/ 2024-2381**  
**OWNER: Lakeside Union School District**

Labor Code Section 3700 provides:

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

"(a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this state.

"(b) By securing from the Director of Industrial Relations a certificate of consent to self-insure either as an individual employer, or as one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees.

"(c) For any county, city, city and county, municipal corporation, public district, public agency, or any political subdivision of the state, including each member of a pooling arrangement under a joint exercise of powers agreement (but not the state itself), by securing from the Director of Industrial Relations a certificate of consent to self-insure against workers' compensation claims, which certificate may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to administer workers' compensation claims properly, and to pay workers' compensation claims that may become due to its employees. On or before March 31, 1979, a political subdivision of the state which on December 31, 1978, was uninsured for its liability to pay compensation, shall file a properly completed and executed application for a certificate of consent to self-insure against workers' compensation claims. The certificate shall be issued and be subject to the provisions of Section 3702."

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

Print Name of Contractor Above

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

Date:

Print Name Above

Title:

[In accordance with Article 5 (commencing at Section 1860), Chapter 1, Part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any work under the contract.]

## 15-GUARANTEE

**PROJECT TITLE: BID #: Campus Painting Project/ 2024-2381**

**OWNER: Lakeside Union School District**

We guarantee that the construction work described above has been performed in accordance with, and complies with, the Contract Documents. We agree to repair or replace any or all of the work, together with any other adjacent work which may be required in connection with it, that may prove to be defective in workmanship or material within a period of one year from the date of acceptance of the project by Owner and the filing of the final verified report with the Division of State Architect (DSA), ordinary wear and tear excepted.

In the event of our failure to comply with these conditions within the applicable time frame as determined by Owner pursuant to the Contract Documents, in no event later than one week after being notified in writing by Owner, we authorize Owner to proceed to have the defects repaired at our expense, for which we will pay the costs and charges upon demand.

Date:

Name of Contractor

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

Print Name:

Title:

Representative of Contractor  
to be Contacted for Service:

Name:

Address:

Telephone number of Contact:

## 16-FINGERPRINTING CERTIFICATION BY CONTRACTORS

(referred to as "Owner")  
(Project Identification)

I, \_\_\_\_\_, am an  
[type or print name]

- [check one]
- ☐ Owner of the company named below
  - ☐ Partner of the partnership named below
  - ☐ President or CEO of the corporation named below
  - ☐ Principal of the joint venture named below
  - ☐ Other [specify]

The contracting entity named below is a contractor on the referenced project and as such hereby certifies:

- [check one or more]
- ☐ [For compliance with Education Code Section 45125.2(a)(1)]  
That a physical barrier will be erected at the workplace to limit employee contact with Owner's pupils.
  - ☐ [For compliance with Education Code Section 45125.2(a)(2)]  
That the contracting entity named below will provide continual supervision and monitoring of the employees of the entity and its subcontractors through its employee \_\_\_\_\_. It has been ascertained by the Department of Justice that the named employee has not been convicted of a violent or serious felony. Contractor has requested subsequent arrest information from the Department of Justice concerning such employee and will immediately notify District and remove the employee from the Project if subsequent arrest information indicates the employee has been convicted of a serious or violent felony.
  - ☐ [For compliance with Education Code Section 45125.2(a)(3)]  
That the contracting entity named below has contracted with Owner for reimbursement of Owner expense incurred in providing surveillance by school personnel of the employees of the entity and its subcontractors on the Project.
  - ☐ [For compliance with Education Code Section 45125.1(g).  
Note: We believe this section may still be applicable to construction contractors where 45125.2(a) is insufficient to ensure pupil safety, e.g., where workers will be simultaneously working at various locations on a school site.]

That neither myself nor any employees of the contracting entity named below or its subcontractors on the Project who are required by law to submit or have their fingerprints submitted to the Department of Justice, and who may come in contact with pupils, have been convicted of a felony defined in Education Code Section 45122.1.

- ☐ [For compliance where there is limited contact or less with pupils] That the contracting entity named below is exempt from fingerprinting requirements as the Owner has determined the employees of the entity and its subcontractors will have no more than limited contact with Owner's pupils during the Project.

\_\_\_\_\_  
[name of contracting entity]

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

DATE:

SIGNATURE



## 17-DAVIS BACON COMPLIANCE CERTIFICATION

**PROJECT TITLE/ BID #:** Campus Painting Project/ 2024-2381

**OWNER:** Lakeside Union School District

I hereby certify that I will conform to the Davis Bacon Act regarding wages, on-site audits with 48-hour notice, payroll records, submittals of weekly certified payrolls to the Owner, and apprentice and trainee employment requirements.

Date:

Name of Contractor Above

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

Print Name:

Print Title:

***[THIS FORM IS TO BE USED ON CONSTRUCTION PROJECTS UNDER  
CONTRACTS ENTERED INTO OR FINANCED BY OR WITH THE  
ASSISTANCE OF THE FEDERAL GOVERNMENT.]***

## **18-ESCROW AGREEMENT FOR SECURITY DEPOSITS IN LIEU OF RETENTION**

This Escrow Agreement is made and entered into by and between Owner \_\_\_\_\_, whose address is \_\_\_\_\_, and Contractor \_\_\_\_\_, whose address is \_\_\_\_\_, and Escrow Agent \_\_\_\_\_, whose address is \_\_\_\_\_.

For the consideration set forth in this Agreement, the Owner, Contractor, and Escrow Agent agree as follows:

1. Pursuant to Section 22300 of the Public Contract Code of the State of California, Contractor has the option to deposit securities with Escrow Agent as a substitute for retention earnings required to be withheld by Owner pursuant to the Construction Agreement entered into between the Owner and Contractor for \_\_\_\_\_ in the amount of \$ \_\_\_\_\_, dated \_\_\_\_\_ (referred to as the "Construction Agreement"). Alternatively, on written request of Contractor, Owner shall make payments of the retention earnings directly to the Escrow Agent. When Contractor deposits the securities as a substitute for retention earnings, the Escrow Agent shall notify the Owner within 10 days of the deposit. The market value of the securities at the time of the substitution shall be at least equal to the cash amount then required to be withheld as retention under the terms of the Construction Agreement between the Owner and Contractor. Securities shall be held in the name of \_\_\_\_\_ and shall designate the Contractor as the beneficial owner.
2. Owner shall make progress payments to Contractor for those funds which otherwise would be withheld from progress payments under the provisions of the Construction Agreement, provided the Escrow Agent holds securities in the form and amount specified above.
3. When Owner makes payments of retentions earned directly to the Escrow Agent, the Escrow Agent shall hold them for the benefit of Contractor until the time the escrow created under this Escrow Agreement is terminated. Contractor may direct investment of the payments into securities. All terms and conditions of this Escrow Agreement and the rights and responsibilities of the parties shall be equally applicable and binding when Owner pays the Escrow Agent directly.
4. Contractor shall be responsible for paying all fees for the expenses incurred by Escrow Agent in administering the Escrow Account and all expenses of Owner. These expenses and payment terms shall be determined by Owner, Contractor, and Escrow Agent.
5. The interest earned on the securities or the money market accounts held in escrow, and all interest earned on that interest, shall be for the sole account of Contractor and shall be subject to withdrawal by Contractor at any time and from time to time without notice to the Owner.

6. Contractor shall have the right to withdraw all or any part of the principal in the Escrow Account only by written notice to Escrow Agent accompanied by written authorization from Owner to Escrow Agent that Owner consents to withdrawal of the amount sought to be withdrawn by Contractor.

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

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

9. Escrow Agent shall rely on the written notifications from Owner and Contractor pursuant to Sections 6 to 8, inclusive, of this Escrow Agreement and Owner and Contractor shall hold Escrow Agent harmless from Escrow Agent's release and disbursement of the securities and interest as set forth above.

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

On behalf of Owner:

On behalf of Contractor:

Title

Title

Name Above [typed or printed]

Name Above [typed or printed]

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

Address:

Address:

On behalf of Escrow Agent:

Title

\_\_\_\_\_  
Name Above [typed or printed]

\_\_\_\_\_  
Signature

Address:

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

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

Owner

Contractor

Title Above

Title Above

Name Above [typed or printed]

Name Above [typed or printed]

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

Escrow Agent

Title Above

Name Above [typed or printed]

\_\_\_\_\_  
Signature

## 19-SHOP DRAWING TRANSMITTAL

**PROJECT TITLE/ BID #:** Campus Painting Project/ 2024-2381

**OWNER:** Lakeside Union School District

The procedure governing shop drawing submittals is contained in the Contract Documents. All requirements must be followed by the Contractor. Failure to comply with all requirements will constitute grounds for return of the shop drawing for proper resubmittal. The Contractor shall sequentially number each submittal, using this form.

Date: Submittal No.

From: To:

This is:      an original submittal      ☐  
                 a 2nd submittal              ☐  
                 a [        ] submittal          ☐

---

Subject of Submittal:

Material or Equipment Designation:

Specification Section(s):

Check either (a) or (b)

- ☐ (a) We have verified that the material or equipment contained in this submittal meets all the requirements specified or shown (no exceptions).
- ☐ (b) We have verified that the material or equipment contained in this submittal meets all the requirements specified or shown, except for the following deviations (List deviations on attached sheet).

The Contractor has reviewed and approved not only the field dimensions but the construction criteria and has also made written notation regarding any information in the shop drawings that does not conform to the Contract Documents. This shop drawing has been coordinated with all other shop drawings received to date by Contractor and this duty of coordination has not been delegated to subcontractors, material suppliers, the architect, or the engineers on this project.

---

Signature of Contractor or Supplier

## 20-DRUG-FREE WORKPLACE CERTIFICATION

**PROJECT TITLE/BID #:** Campus Painting Project/ 2024-2381  
**OWNER:** Lakeside Union School District

This Drug-Free Workplace Certification is required pursuant to Government Code Section 8350 and following sections, and the Drug-Free Workplace Act of 1990. The Drug-Free Workplace Act of 1990 requires that every person or organization awarded a contract for the procurement of any property or services from any state agency must certify that it will provide a drug-free workplace by doing certain specified acts. In addition, the Act provides that each contract awarded by a state agency may be subject to suspension of payments or termination of the contract and the contractor may be subject to debarment from future contracting, if the state agency determines that specified acts have occurred.

Pursuant to Government Code Section 8355, every person or organization awarded a contract from a state agency shall certify that it will provide a drug-free workplace by doing all of the following:

- A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's or organization's workplace, and specifying actions which will be taken against employees for violations of the prohibition;
- B. Establishing a drug-free awareness program to inform employees about all of the following:
  - 1. The dangers of drug abuse in the workplace;
  - 2. The person's or organization's policy of maintaining a drug-free workplace;
  - 3. The availability of drug counseling, rehabilitation, and employee-assistance programs;
  - 4. The penalties that may be imposed upon employees for drug abuse violations;
- C. Requiring that each employee engaged in the performance of work on the Project be given a copy of the statement required by subdivision (a), and that as a condition of employment on the Contract the employee agrees to abide by the terms of the statement.

I, the undersigned, agree to fulfill the terms and requirements of Government Code

Section 8355 listed above and will publish a statement notifying employees concerning (a) the prohibition of controlled substances at the workplace, (b) establishing a drug-free awareness program, and (c) requiring that each employee engaged in the performance of the Contract be given a copy of the statement required by Section 8355(a) and requiring that the employee agree to abide by the terms of that statement.

I also understand that if the Owner determines that I have either (a) made a false certification or (b) violated this certification by failing to carry out the requirements of Section 8355, the contract awarded is subject to suspension of payments, termination, or both. I further understand that should I violate the terms of the Drug-Free Workplace Act of 1990, I may be subject to debarment in accordance with the requirements of Section 8350 and following sections.

I acknowledge that I am aware of the provisions of Government Code Section 8350 and following sections, and hereby certify that I will adhere to the requirements of the Drug-Free Workplace Act of 1990.

Name of Contractor

---

Signature

Print Name Above

Print Title Above

Date:

## 21-CHANGE ORDER NO.

**PROJECT TITLE/BID #:** Campus Painting Project/ 2024-2381  
**OWNER:** Lakeside Union School District

To:

**YOU ARE HEREBY DIRECTED TO PROVIDE THE EXTRA WORK  
NECESSARY TO COMPLY WITH THIS CHANGE ORDER.**

DESCRIPTION OF CHANGE:

AGREED COST (This cost shall not be exceeded): \$

ADJUSTMENTS TO CONTRACT PRICE:

Original Contract Price: \$

Prior Change Order Totals: \$

This Change Order Amount: \$

New Contract Price: \$

ADJUSTMENTS TO TIME FOR COMPLETION:

Original completion date:

Prior adjustments previously agreed:

Time for completion of this Change Order:

New completion date:



THE COMPENSATION (TIME AND COST) SET FORTH IN THIS CHANGE ORDER COMPRISES THE TOTAL COMPENSATION DUE THE CONTRACTOR FOR THE CHANGE DEFINED IN THE CHANGE ORDER, INCLUDING IMPACT ON UNCHANGED WORK. ACCEPTANCE OF THIS CHANGE ORDER CONSTITUTES A FULL AND COMPLETE ACCORD AND SATISFACTION OF ANY AND ALL CLAIMS BY CONTRACTOR ARISING OUT OF OR RELATING TO THE CHANGE ORDER, INCLUDING BUT NOT LIMITED TO CLAIMS FOR CONTRACT BALANCE AND RETENTION, TIME, EXTENDED FIELD OR HOME OFFICE, OR OTHER OVERHEAD, ALL ACCELERATION, IMPACT, DISRUPTION, AND DELAY DAMAGES, ANY AND ALL OTHER DIRECT AND/OR INDIRECT COSTS, CLAIMS BY SUBCONTRACTORS AND SUPPLIERS, AND ANY AND ALL OTHER CLAIMS AGAINST THE OWNER FOR TIME OR MONEY, FROM ANY SOURCE AND UNDER ANY LEGAL THEORY WHATSOEVER, AS TO THE SUBJECT OF THIS CHANGE ORDER. NO SIGNATURE UNDER PROTEST OR ACCOMPANIED BY RESERVATION OF RIGHTS OR PROTEST LANGUAGE, OR ANY OTHER ATTEMPTS TO AVOID SUCH WAIVER SHALL BE OF ANY FORCE OR EFFECT WHATSOEVER. NO ADDITIONS OR DELETIONS TO THIS CHANGE ORDER SHALL BE ALLOWED, EXCEPT WITH WRITTEN PERMISSION OF OWNER.

This Change Order is hereby agreed to, accepted, and approved.

On behalf of Owner:

On behalf of Contractor:

Print Title Above

Print Title Above

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

APPROVED AS TO FORM AND CONTENT:

On behalf of Architect:

Print Title Above

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## 22-CERTIFICATE OF ATTENDANCE AT MANDATORY JOB WALK

*On projects including a mandatory job walk, this form must be submitted  
with the bid or bidder will be declared "non-responsive"*

**PROJECT TITLE/ BID #:**     **Campus Painting Project/ 2024-2381**  
**OWNER:**     **Lakeside Union School District**

It is the Owner's intention to provide all contractors with equal access to information regarding this project. Further, the Owner has issued plans and specifications to bidders and has allowed bidders the opportunity to inspect the site with knowledgeable personnel at the job walk. Therefore it is understood that the Owner may declare the bid non-responsive for any of the following conditions:

1.     If a bidder attends the entire mandatory job walk but fails to complete this form;
2.     If a bidder fails to attend the entire mandatory job walk;
3.     If a bidder fails to attend the entire mandatory job walk but certifies that he was in attendance. *[NOTE: This may also lead to a determination that the bidder is non-responsive.]*

Please check one of the following:

- ☐     I attended the entire mandatory job walk  
                 **-OR-**  
☐     I did not attend the entire mandatory job walk.

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

Executed at                      , California, on                      , 20                      .

Firm Name:

By:  
Print Name Above

Signed \_\_\_\_\_

Print Title:

**27 - IRAN CONTRACTING ACT CERTIFICATION**  
**(Public Contract Code Section 2200 et seq.)**

District Project Name:  
District Project Number:  
District Contract Number:  
Contractor Name:

Subject to the penalties for perjury in the state of California, I (the person identified below and who has signed this certification) hereby certify that: (i) I have inherent authority or have been duly authorized by the Contractor to execute this certification on behalf of the Contractor; and (ii) the option checked below relating to the Contractor's status in regard to the Iran Contracting Act of 2010 (Public Contract Code Section 2200 et seq.) is true and correct:

☐ The Contractor is not:

(i) Identified on the current list of persons and entities engaging in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code Section 2203; or

(ii) A financial institution that extends for 45 days or more credit in the amount of \$20,000,000 or more to any other person or entity identified on the current list of persons and entities engaging in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code Section 2203, if that person or entity uses or will use the credit to provide goods or services in the energy sector in Iran.

☐ The District has exempted the Contractor from the requirements of the Iran Contracting Act of 2010 after making a public finding that, absent the exemption, the District will be unable to obtain the goods and/or services to be provided pursuant to the Contract

☐ The price payable to the Contractor for the Project as of the date of this certification does not exceed \$1,000,000.

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

Printed Name:

Title:

Executed at: \_\_\_\_\_, California

Date Executed:

**Note:** In accordance with Public Contract Code Section 2205, false certification of this form may result in civil penalties equal to the greater of \$250,000 or twice the contract amount, termination of the contract, and/or ineligibility to bid on contracts with a public entity for three years.

## **SUMMARY OF WORK SECTION 01 11 00**

### **PART 1 GENERAL**

#### **1.01 SUMMARY**

- A. Inclusions:
  - 1. Provisions set forth in Divisions 0 and 1
  - 2. Work by Owner
  - 3. Owner Furnished Products
  - 4. Future Work
  - 5. Owner Occupancy
  - 6. Base Bid Scope of Work.

#### **1.02 WORK BY OWNER**

- A. will be furnished and installed by Owner.

#### **1.03 OWNER FURNISHED PRODUCTS**

- A. Owner's Responsibilities:
  - 1. Arrange for and deliver Owner-reviewed shop drawings, product data and samples to Contractor.
  - 2. Arrange and pay for product delivery to site.
  - 3. On delivery, inspect products jointly with Contractor.
  - 4. Submit claims for transportation damage and replace damaged, defective or deficient items.
  - 5. Arrange for manufacturer's warranties, inspections and service.
- B. Contractor's Responsibilities:
  - 1. Review Owner-reviewed shop drawings, product data and samples.
  - 2. Receive and unload products at site; inspect for completeness or damage jointly with Owner.
  - 3. Handle, store, install and finish products.
  - 4. Repair or replace items damaged after receipt.
  - 5. Cooperate with Owner to minimize conflict with Owner's rights to occupy substantially completed building(s).

#### **1.04 OWNER OCCUPANCY**

A. Partial Occupancy:

1. Owner reserves the right to occupy, place and install equipment as necessary in substantially completed buildings. Cooperate with Owner to minimize conflict and facilitate Owner's operations.

B. Acceptance of Work:

1. Partial occupancy does not constitute acceptance of work. Refer to General Conditions, Article 53 – Contract Closeout and Article 54 – Completion.

#### **1.05 BASE BID SCOPE OF WORK**

A. The "Project", of which the "Work" of this contract is a part, is titled "Name of Project".

B. The "Work" of this contract is defined by the Contract Documents and is defined to include all *exterior painting (color coat), replacing doors and windows as indicated on plans.*

#### **PART 2 PRODUCTS (NOT USED)**

#### **PART 3 EXECUTION (NOT USED)**

**END OF SECTION 01 11 00**

**UNIT COSTS  
SECTION 01 22 00**

**PART 1      GENERAL**

**1.01    SUMMARY**

- A. Inclusions:
  - 1. Provisions set forth in Divisions 0 and 1
  - 2. Unit costs.
  - 3. Submission procedures.
  - 4. Documentation of changes to Contract Sum and Contract Time.
- B. Related Sections:
  - 1. Drawings and general provisions of Contract, including General and Supplementary Conditions, and Division 0 and Division 1 Specification Sections apply to work of this Section.
  - 2. Section 01 11 00:      Summary of Work
    - a. This section describes work to be included in the base bid.
    - a. Refer to the description of individual bid packages in the Construction Manager's Manual for specific scope of work included in each specific bid package.

**1.02    SUBMITTALS**

- A. Unit Costs described in this Section are required to be reflected in the bid submitted on the Bid Form for this work.
- B. Do not submit unit costs, other than described in this Section, except as provided for under the General and Supplementary Conditions of the Contract.

**1.03    MODIFICATIONS**

- A. Should the Owner elect to proceed on the basis of one or more of the Unit Costs, CONTRACTOR shall make all modifications to the Work required in the furnishing and installation of the selected Unit Cost(s) to the approval of the Architect.
- B. No additional cost for modifications will be allowed, except as proposed on the Bid Form

#### **1.04 SELECTION AND AWARD OF UNIT COSTS**

- A. Indicate variation of Bid Price for Unit Cost(s) described below, and list in the Bid Form Document or any supplement to it, which requests a 'difference' in the Bid Price by addition or deduction from the Base Bid Price.
- B. Bid will be evaluated as outlined in the NOTICE TO CONTRACTORS CALLING FOR BIDS.

#### **1.05 SCHEDULE OF UNIT COSTS**

- A. Refer to the description of individual unit cost below:
  - 1. UNIT COST NUMBER ONE (1)
  - 2. UNIT COST NUMBER ONE (2)
- A. Refer to the description of individual bid packages in the Construction Manager's Manual for specific scope of work included in each specific bid package.
  - 1. UNIT COST NUMBER ONE (1)
  - 2. UNIT COST NUMBER ONE (2)

**PART 2 PRODUCTS – NOT USED**

**PART 3 EXECUTION – NOT USED**

**END OF SECTION 01 22 00**

## **ADMINISTRATIVE REQUIREMENTS**

### **SECTION 01 30 00**

#### **PART 1 GENERAL**

##### **1.01 SUMMARY**

**A. Inclusions:**

1. Provisions set forth in Divisions 0 and 1
2. General administrative requirements
3. Electronic document submittal service
4. Preconstruction meeting
5. Site mobilization meeting
6. Progress meetings
7. Construction progress schedule
8. Contractor's daily reports
9. Coordination drawings
10. Submittals for review, information, and project closeout
11. Number of copies of submittals
12. Requests for Interpretation (RFI) procedures
13. Submittal procedures

**B. Related Sections:**

1. Section 01 60 00           Product Requirements
  - a. General product requirements.
2. Section 01 70 00           Execution and Closeout Requirements
  - a. Additional coordination requirements.

##### **1.02 GENERAL ADMINISTRATIVE REQUIREMENTS**

- A.** Conform to requirements of Section 01 70 00 "Execution and Closeout Requirements" for coordination of execution of administrative tasks with timing of construction activities.
- B.** Make the following types of submittals to Architect:
1. Requests for Interpretation (RFI)
  2. Requests for substitution
  3. Shop drawings, product data, and samples
  4. Test and inspection reports
  5. Design data
  6. Manufacturer's instructions and field reports
  7. Applications for payment and change order requests
  8. Progress schedules
  9. Coordination drawings.
  10. Correction Punch List and Final Correction Punch List for Notice of Completion.
  11. Closeout submittals.

#### **PART 2 PRODUCTS – NOT USED**



## **PART 3 EXECUTION**

### **3.01 ELECTRONIC DOCUMENT SUBMITTAL PROCESS**

- A. All documents transmitted for purposes of administration of the contract are to be in electronic (PDF, MS Word, or MS Excel) format, as appropriate to the document, and transmitted via an email system.
  - 1. Besides submittals for review, interpretation and closeout, this procedure applies to Requests for Interpretation (RFIs), progress documentation, contract modification documents (e.g. supplementary instructions, change proposals, change orders), applications for payment, field reports and meeting minutes, Contractor's correction punchlist, and any other document any participant wishes to make part of the project record.
  - 2. Contractor and Architect are required to use this process.
  - 3. It is Contractor's responsibility to submit documents in allowable format.
  - 4. Subcontractors, suppliers, and Architect's consultants are to be permitted to use the service at no extra charge.
  - 5. Users of the process need an email address, internet access, and PDF review software that includes ability to mark up and apply electronic stamps (such as Adobe Acrobat, [www.adobe.com](http://www.adobe.com), or Bluebeam PDF Revu, [www.bluebeam.com](http://www.bluebeam.com)), unless such software capability is provided by the service provider.
  - 6. All other specified submittal and document transmission procedures apply, except that electronic document requirements do not apply to samples or color selection charts.
- B. Project Closeout: Architect will determine when to terminate the service for the project and is responsible for obtaining archive copies of files for Owner.

### **3.02 PRECONSTRUCTION MEETING**

- A. Attendance Required:
  - 1. Owner
  - 2. Architect
  - 3. Contractor
- B. Agenda:
  - 1. Execution of Owner-Contractor Agreement.
  - 2. Submission of executed bonds and insurance certificates.
  - 3. Distribution of Contract Documents.
  - 4. Submission of list of subcontractors, list of products, schedule of values, and progress schedule.
  - 5. Designation of personnel representing the parties to Contract, Contractor and Architect.

6. Procedures and processing of field decisions, submittals, substitutions, applications for payments, proposal request, Change Orders, and Contract closeout procedures.
  7. Scheduling.
- C. Record minutes and distribute copies within two days after meeting to participants, with two copies to Architect, Owner, participants, and those affected by decisions made.

### **3.03 SITE MOBILIZATION MEETING**

- A. Architect will schedule meeting at the Project site prior to Contractor occupancy.
- B. Attendance Required:
1. Owner
  2. Contractor
  3. Architect
  4. Contractor's superintendent
  5. Major subcontractors
- C. Agenda:
1. Use of premises by Owner and Contractor
  2. Owner's requirements and occupancy prior to completion
  3. Construction facilities and controls provided by Owner
  4. Temporary utilities provided by Owner
  5. Survey and building layout
  6. Security and housekeeping procedures
  7. Schedules
  8. Application for payment procedures
  9. Procedures for testing
  10. Procedures for maintaining record documents
  11. Requirements for start-up of equipment
  12. Inspection and acceptance of equipment put into service during construction period
- D. Record minutes and distribute copies within two days after meeting to participants, with two copies to Architect, Owner, participants, and those affected by decisions made.

### **3.04 PROGRESS MEETINGS**

- A. Schedule and administer meetings throughout progress of the work at maximum bi-monthly intervals.

- B. Make arrangements for meetings, prepare agenda with copies for participants and preside at meetings.
- C. Attendance Required:
  - 1. Contractor's Project Manager
  - 2. Owner
  - 3. Architect
  - 4. Contractor's Superintendent.
  - 5. Major subcontractors
- D. Agenda:
  - 1. Review minutes of previous meetings
  - 2. Review of work progress
  - 3. Field observations, problems, and decisions
  - 4. Identification of problems that impede, or will impede, planned progress
  - 5. Review of submittals schedule and status of submittals
  - 6. Maintenance of progress schedule
  - 7. Corrective measures to regain projected schedules
  - 8. Planned progress during succeeding work period
  - 9. Maintenance of quality and work standards
  - 10. Effect of proposed changes on progress schedule and coordination
  - 11. Other business relating to work
- E. Record minutes and distribute copies within two days after meeting to participants, with two copies to Architect, Owner, participants, and those affected by decisions made.

### **3.05 CONSTRUCTION PROGRESS SCHEDULE**

- A. If preliminary schedule requires revision after review, submit revised schedule within 10 days.
- B. Within 20 days after review of preliminary schedule, submit draft of proposed complete schedule for review.
  - 1. Include written certification that major contractors have reviewed and accepted proposed schedule.
- C. Within 10 days after joint review, submit complete schedule.
- D. Submit updated schedule with each Application for Payment.

### **3.06 DAILY CONSTRUCTION REPORTS**

- A. Include only factual information. Do not include personal remarks or opinions regarding operations and/or personnel.
- B. Prepare a daily construction report recording the following information concerning events at Project site and project progress:

1. Date
2. High and low temperatures and general weather conditions
3. List of subcontractors at Project site
4. List of separate contractors at Project site
5. Material deliveries
6. Safety, environmental or industrial relations incidents
7. Meetings and significant decisions
8. Stoppages, delays, shortages, and losses. Include comparison between scheduled work activities (in Contractor's most recently updated and published schedule) and actual activities. Explain differences, if any. Note days or periods when no work was in progress and explain the reasons why.
9. Testing and/or inspections performed
10. List of verbal instruction given by Owner and/or Architect
11. Signature of Contractor's authorized representative

### **3.07 COORDINATION DRAWINGS**

- A. Provide information required by Project Coordinator for preparation of coordination drawings.
- B. Update record drawings on a monthly basis as required as a release for progress payments.
- C. Review drawings prior to submission to Architect.

### **3.08 REQUESTS FOR INTERPRETATION (RFI)**

- A. Definition: A request seeking one of the following:
  1. An interpretation, amplification, or clarification of some requirement of Contract Documents arising from inability to determine from them the exact material, process, or system to be installed; or when the elements of construction are required to occupy the same space (interference); or when an item of work is described differently at more than one place in the Contract Documents.
  2. A resolution to an issue which has arisen due to field conditions and affects design intent.
- B. Preparation: Prepare an RFI immediately upon discovery of a need for interpretation of the Contract Documents. Failure to submit an RFI in a timely manner is not a legitimate cause for claiming additional costs or delays in execution of the work.
  1. Prepare a separate RFI for each specific item.
    - a. Review, coordinate, and comment on requests originating with subcontractors and/or materials suppliers.
    - b. Do not forward requests which solely require internal coordination between subcontractors.
  2. Prepare in a format and with content acceptable to Owner.
  3. Prepare using an electronic version of the form appended to this section.
  4. Combine RFI and its attachments into a single electronic file. PDF format is preferred.

- C. Reason for the RFI: Prior to initiation of an RFI, carefully study all Contract Documents to confirm that information sufficient for their interpretation is definitely not included.
1. Include in each request Contractor's signature attesting to good faith effort to determine from the Contract Documents information requiring interpretation.
  2. Unacceptable Uses for RFIs: Do not use RFIs to request the following:
    - a. Approval of submittals (use procedures specified elsewhere in this section).
    - b. Approval of substitutions (see Section - 01 60 00 "Product Requirements")
  3. Improper RFIs: Requests not prepared in conformance to requirements of this section, and/or missing key information required to render an actionable response. They will be returned without a response, with an explanatory notation.
  4. Frivolous RFIs: Requests regarding information that is clearly indicated on, or reasonably inferable from, the Contract Documents, with no additional input required to clarify the question. They will be returned without a response, with an explanatory notation.
- D. Content: Include identifiers necessary for tracking the status of each RFI, and information necessary to provide an actionable response.
1. Official Project name and number, and any additional required identifiers established in Contract Documents.
  2. Owner's, Architect's, and Contractor's names.
  3. Discrete and consecutive RFI number and descriptive subject/title.
  4. Issue date and requested reply date.
  5. Reference to particular Contract Document(s) requiring additional information/interpretation. Identify pertinent drawing and detail number and/or specification section number, title, and paragraph(s).
  6. Annotations: Field dimensions and/or description of conditions which have engendered the request.
  7. Contractor's suggested resolution: A written and/or a graphic solution, to scale, is required in cases where clarification of coordination issues is involved, for example, routing, clearances, and/or specific locations of work shown diagrammatically in Contract Documents. If applicable, state the likely impact of the suggested resolution on Contract Time or the Contract Sum.
- E. Attachments: Include sketches, coordination drawings, descriptions, photos, submittals, and other information necessary to substantiate the reason for the request.

- F. RFI Log: Prepare and maintain a tabular log of RFIs for the duration of the project.
  - 1. Indicate current status of every RFI. Update log promptly and on a regular basis.
  - 2. Note dates of when each request is made, and when a response is received.
  - 3. Highlight items requiring priority or expedited response.
  - 4. Highlight items for which a timely response has not been received to date.
  - 5. Identify and include improper or frivolous RFIs.
- G. Review Time: Architect will respond and return RFIs to Contractor within seven working days of receipt. For the purpose of establishing the start of the mandated response period, RFIs received after 3:00 PM will be considered as having been received on the following regular working day.
  - 1. Response period may be shortened or lengthened for specific items, subject to mutual agreement, and recorded in a timely manner in progress meeting minutes.
- H. Responses: Content of answered RFIs will not constitute in any manner a directive or authorization to perform extra work or delay the project. If in Contractor's belief it is likely to lead to a change to Contract Sum or Contract Time, promptly issue a notice to this effect, and follow up with an appropriate Change Order request to Owner.
  - 1. Response may include a request for additional information, in which case the original RFI will be deemed as having been answered, and an amended one is to be issued forthwith. Identify the amended RFI with an R suffix to the original number.
  - 2. Do not extend applicability of a response to specific item to encompass other similar conditions, unless specifically so noted in the response.
  - 3. Upon receipt of a response, promptly review and distribute it to all affected parties, and update the RFI Log.
  - 4. Notify Architect within seven calendar days if an additional or corrected response is required by submitting an amended version of the original RFI, identified as specified above.

### **3.09 SUBMITTAL SCHEDULE**

- A. Submit to Architect for review a schedule for submittals in tabular format.
  - 1. Submit at the same time as the preliminary schedule.
  - 2. Coordinate with Contractor's construction schedule and schedule of values.
  - 3. Format schedule to allow tracking of status of submittals throughout duration of construction.
  - 4. Arrange information to include scheduled date for initial submittal, specification number and title, submittal category (for review or for information), description of item of work covered, and role and name of subcontractor.
  - 5. Account for time required for preparation, review, manufacturing, fabrication, and delivery when establishing submittal delivery and review deadline dates.

### **3.10 SUBMITTALS FOR REVIEW**

- A. When the following are specified in individual sections, submit them for review:
  - 1. Product data.
  - 2. Shop drawings.
  - 3. Samples for selection.
  - 4. Samples for verification.
- B. Submit to Architect for review for the limited purpose of checking for conformance with information given and the design concept expressed in the contract documents.
- C. Samples will be reviewed for aesthetic, color, or finish selection.
- D. After review, provide copies and distribute in accordance with SUBMITTAL PROCEDURES article below and for record documents purposes described in Section 01 70 00 "Execution and Closeout Requirements".

### **3.11 SUBMITTALS FOR INFORMATION**

- A. When the following are specified in individual sections, submit them for information:
  - 1. Design data.
  - 2. Certificates.
  - 3. Test reports.
  - 4. Inspection reports.
  - 5. Manufacturer's instructions.
  - 6. Manufacturer's field reports.
  - 7. Other types indicated.
- B. Submit for Architect's knowledge as contract administrator or for Owner.

### **3.12 SUBMITTALS FOR PROJECT CLOSEOUT**

- A. Submit Correction Punch List.
- B. Submit Final Correction Punch List for Notice of Completion/Owner occupancy.
- C. When the following are specified in individual sections, submit them at project closeout in conformance to requirements of Section 01 70 00 "Execution and Closeout Requirements":
  - 1. Project record documents
  - 2. Operation and maintenance data
  - 3. Warranties
  - 4. Bonds
  - 5. Other types as indicated.
- D. Submit for Owner's benefit during and after project completion.

### 3.13 NUMBER OF COPIES OF SUBMITTALS

- A. Electronic Documents: Submit one electronic copy in PDF format; an electronically-marked up file will be returned. Create PDFs at native size and right-side up; illegible files will be rejected.
- B. Samples: Submit the number specified in individual specification sections; one of which will be retained by Architect.
  - 1. After review, produce duplicates.
  - 2. Retained samples will not be returned to Contractor unless specifically so stated.

### 3.14 SUBMITTAL PROCEDURES

- A. General Requirements:
  - 1. Use a separate transmittal for each item.
  - 2. Submit separate packages of submittals for review and submittals for information, when included in the same specification section.
  - 3. Transmit using approved form.
    - a. Use form included at the end of this Section.
  - 4. Sequentially identify each item. For revised submittals use original number and a sequential numerical suffix.
  - 5. Identify: Project; Contractor; subcontractor or supplier; pertinent drawing and detail number; and specification section number and article/paragraph, as appropriate on each copy.
  - 6. **Apply Contractor's stamp, signed or initialed** certifying that review, approval, verification of products required, field dimensions, adjacent construction work, and coordination of information is in accordance with the requirements of the work and Contract Documents.
    - a. Submittals from sources other than the Contractor, or without Contractor's stamp will not be acknowledged, reviewed, or returned.
  - 7. Deliver each submittal on date noted in submittal schedule, unless an earlier date has been agreed to by all affected parties and is of the benefit to the project.
    - a. Upload submittals in electronic form per Electronic Document Submittal process.
  - 8. Schedule submittals to expedite the Project, and coordinate submission of related items.
    - a. For each submittal for review, allow 21 calendar days excluding delivery time to and from the Contractor.
    - b. For sequential reviews involving Architect's consultants, Owner, or another affected party, allow an additional 7 days.
  - 9. Identify variations from Contract Documents and product or system limitations that may be detrimental to successful performance of the completed work.
  - 10. Provide space for Contractor and Architect review stamps.
  - 11. When revised for resubmission, identify all changes made since previous submission.
  - 12. Distribute reviewed submittals. Instruct parties to promptly report inability to



comply with requirements.

13. Incomplete submittals will not be reviewed, unless they are partial submittals for distinct portion(s) of the work, and have received prior approval for their use.

14. Submittals not requested will be recognized, and will be returned "Not Reviewed".

B. Product Data Procedures:

1. Submit only information required by individual specification sections.
2. Collect required information into a single submittal.
3. Submit concurrently with related shop drawing submittal.
4. Do not submit (Material) Safety Data Sheets for materials or products.

C. Shop Drawing Procedures:

1. Prepare accurate, drawn-to-scale, original shop drawing documentation by interpreting the Contract Documents and coordinating related work.
2. **Do not reproduce the Contract Documents** to create shop drawings.
3. Generic, non-project-specific information submitted as shop drawings do not meet the requirements for shop drawings.

D. Samples Procedures:

1. Transmit related items together as single package.
2. Identify each item to allow review for applicability in relation to shop drawings showing installation locations.

### 3.15 SUBMITTAL REVIEW

A. Submittals for Review: Architect will review each submittal, and approve, or take other appropriate action.

B. Submittals for Information: Architect will acknowledge receipt and review. See below for actions to be taken.

C. Architect's actions will be reflected by marking each returned submittal using virtual stamp on electronic submittals.

D. Architect's and his consultants' actions on items submitted for review:

1. Authorizing purchasing, fabrication, delivery, and installation:
  - a. "Reviewed" or language with same legal meaning.
  - b. "Reviewed and Corrected" resubmission not required, or language with same legal meaning.
    - 1) At Contractor's option, submit corrected item, with review notations acknowledged and incorporated.

2. Not-Authorizing fabrication, delivery, and installation.
  - a. "Revise and Resubmit", or language with same legal meaning.
  - b. "Not Acceptable" or language with same legal meaning.
- E. Architect's and his consultants' actions on items submitted for information:
  1. Items for which no action was taken:
    - a. "Received" - to notify the Contractor that the submittal has been received for record only.
  2. Items for which action was taken:
    - a. "Reviewed" - no further action is required from Contractor.

**END OF SECTION 01 30 00**

## **QUALITY REQUIREMENTS SECTION 01 40 00**

### **PART 1 GENERAL**

#### **1.01 SUMMARY**

- A. Inclusions:
  - 1. Submittals
  - 2. Quality assurance
  - 3. References and standards
  - 4. Testing and inspection agencies and services
  - 5. Control of installation
  - 6. Tolerances
  - 7. Defect Assessment
- B. Related Sections:
  - 1. Section 01 30 00: Administrative Requirements
    - a. Submittal procedures.
  - 2. Section 01 42 16: Definitions.
  - 3. Section 01 42 19: Reference Standards.
  - 4. Section 01 60 00: Product Requirements
    - a. Requirements for material and product quality.

#### **1.02 REFERENCE STANDARDS**

- A. ASTM C1021 - Standard Practice for Laboratories Engaged in Testing of Building Sealants; 2008 (Reapproved 2014).
- B. ASTM C1077 - Standard Practice for Agencies Testing Concrete and Concrete Aggregates for Use in Construction and Criteria for Testing Agency Evaluation; 2016.
- C. ASTM D3740 - Standard Practice for Minimum Requirements for Agencies Engaged in the Testing and/or Inspection of Soil and Rock as Used in Engineering Design and Construction; 2012a.
- D. ASTM E329 - Standard Specification for Agencies Engaged in Construction Inspection, Testing, or Special Inspection; 2014a.
- E. ASTM E543 - Standard Specification for Agencies Performing Nondestructive Testing; 2015.
- F. IAS AC89 - Accreditation Criteria for Testing Laboratories; 2010.

### 1.03 SUBMITTALS

- A. See Section 01 30 00 "Administrative Requirements" for submittal procedures.
- B. Design Data: Submit for Architect's knowledge as contract administrator for the limited purpose of assessing conformance with information given and the design concept expressed in the contract documents, or for Owner's information.
- C. Test Reports: After each test/inspection, promptly submit two copies of report to Architect and to Contractor.
  - 1. Include:
    - a. Date issued.
    - b. Project title and number.
    - c. Name of inspector.
    - d. Date and time of sampling or inspection.
    - e. Identification of product and specifications section.
    - f. Location in the Project.
    - g. Type of test/inspection.
    - h. Date of test/inspection.
    - i. Results of test/inspection.
    - j. Conformance with Contract Documents.
    - k. When requested by Architect, provide interpretation of results.
- D. Certificates: When specified in individual specification sections, submit certification by the manufacturer and Contractor or installation/application subcontractor to Architect, in quantities specified for Product Data.
  - 1. Indicate material or product conforms to or exceeds specified requirements. Submit supporting reference data, affidavits, and certifications as appropriate.
  - 2. Certificates may be recent or previous test results on material or product, but must be acceptable to Architect.
- E. Manufacturer's Instructions: When specified in individual specification sections, submit printed instructions for delivery, storage, assembly, installation, start-up, adjusting, and finishing, for the Owner's information. Indicate special procedures, perimeter conditions requiring special attention, and special environmental criteria required for application or installation.
- F. Erection Drawings: Submit drawings for Architect's benefit as contract administrator or for Owner.
  - 1. Submit for information for the limited purpose of assessing conformance with information given and the design concept expressed in the contract documents.
  - 2. Data indicating inappropriate or unacceptable Work may be subject to action by Architect or Owner.

#### **1.04 REFERENCES AND STANDARDS**

- A. For products and workmanship specified by reference to a document or documents not included in the Project Manual, also referred to as reference standards, comply with requirements of the standard, except when more rigid requirements are specified or are required by applicable codes.
- B. Conform to reference standard of date of issue current on date of Contract Documents, except where a specific date is established by applicable code.
- C. Obtain copies of standards where required by product specification sections.
- D. Maintain copy at project site during submittals, planning, and progress of the specific work, until the Notice of Completion.
- E. Should specified reference standards conflict with Contract Documents, the Contractor shall request clarification from Architect before proceeding.
- F. Neither the contractual relationships, duties nor responsibilities of the parties in the Contract nor those of Architect shall be altered from the Contract Documents by mention or inference otherwise in any reference document.

#### **1.05 TESTING AND INSPECTION AGENCIES AND SERVICES**

- A. Owner will employ and pay for services of an independent testing agency to perform other specified testing.
- B. Employment of agency in no way relieves Contractor of obligation to perform Work in accordance with requirements of Contract Documents.

### **PART 2 PRODUCTS – NOT USED**

### **PART 3 EXECUTION**

#### **3.01 CONTROL OF INSTALLATION**

- A. Monitor quality control over suppliers, manufacturers, products, services, site conditions, and workmanship, to produce Work of specified quality.
- B. Comply with manufacturers' instructions, including each step in sequence.
- C. Should manufacturers' instructions conflict with Contract Documents, the Contractor shall request clarification from Architect before proceeding.
- D. Comply with specified standards as minimum quality for the Work except where more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.

- E. Have Work performed by persons qualified to produce required and specified quality.
- F. Verify that field measurements are as indicated on shop drawings or as instructed by the manufacturer.
- G. Secure products in place with positive anchorage devices designed and sized to withstand stresses, vibration, physical distortion, and disfigurement.

### **3.02 TOLERANCES**

- A. Monitor fabrication and installation tolerance control of products to produce acceptable Work. Do not permit tolerances to accumulate.
- B. Comply with manufacturers' tolerances. Should manufacturers' tolerances conflict with Contract Documents, the Contractor shall request clarification from Architect before proceeding.
- C. Adjust products to appropriate dimensions; position before securing products in place.

### **3.03 TESTING AND INSPECTION**

- A. Testing Agency Duties:
  - 1. Test samples of mixes submitted by Contractor.
  - 2. Provide qualified personnel at site. Cooperate with Architect and Contractor in performance of services.
  - 3. Perform specified sampling and testing of products in accordance with specified standards.
  - 4. Ascertain compliance of materials and mixes with requirements of Contract Documents.
  - 5. Promptly notify Architect and Contractor of observed irregularities or non-conformance of Work or products.
  - 6. Perform additional tests and inspections required by Architect.
  - 7. Attend preconstruction meetings and progress meetings.
  - 8. Submit reports of all tests/inspections specified.
- B. Limits on Testing/Inspection Agency Authority:
  - 1. Agency may not release, revoke, alter, or enlarge on requirements of Contract Documents.
  - 2. Agency may not approve or accept any portion of the Work.
  - 3. Agency may not assume any duties of Contractor.
  - 4. Agency has no authority to stop the Work.
- C. Contractor Responsibilities:
  - 1. Deliver to agency at designated location, adequate samples of materials proposed to be used that require testing, along with proposed mix designs.

2. Cooperate with laboratory personnel and provide access to the Work and to manufacturers' facilities.
  3. Provide incidental labor and facilities:
    - a. To provide access to Work to be tested/inspected.
    - b. To obtain and handle samples at the site or at source of Products to be tested/inspected.
    - c. To facilitate tests/inspections.
    - d. To provide storage and curing of test samples.
  4. Notify Architect and laboratory 24 hours prior to expected time for operations requiring testing/inspection services.
  5. Employ services of an independent qualified testing laboratory and pay for additional samples, tests, and inspections required by Contractor beyond specified requirements.
  6. Arrange with Owner's agency and pay for additional samples, tests, and inspections required by Contractor beyond specified requirements.
- D. Re-testing required because of non-conformance to specified requirements shall be performed by the same agency on instructions by Architect.
- E. Re-testing required because of non-conformance to specified requirements shall be paid for by Contractor.

#### **3.04 DEFECT ASSESSMENT**

- A. Replace Work or portions of the Work not conforming to specified requirements.

**END OF SECTION 01 40 00**

## **REGULATORY REQUIREMENTS**

### **SECTION 01 41 00**

#### **PART 1 GENERAL**

##### **1.01 GOVERNING AGENCY**

A. The governing agencies having review over this project are as follows:

1. Division of the State Architect (DSA):
  - a. Structural Safety Section
  - b. Fire and Life Safety Section
  - c. Access Compliance Section
  - d. Local Fire Department (site access and fire hydrant requirements).
  - e. County Environmental Health Services Department (food service and septic tank permits).
1. City of Bakersfield:
  - a. Building Department (Structural, Access, Mechanical/Plumbing and Electrical).
  - b. Fire Department (site access, temporary fire extinguishing systems, fire hydrant requirements, testing of fire suppression and detection systems).
  - c. Public Works Department (offsite improvements, special transportation permits).
  - d. Planning Department (site drainage and storm drain systems).
1. County of Kern:
  - a. Building Department
  - b. Fire Department
  - c. Environmental Health Services Department (food service and septic tank permits).
2. State Fire Marshal

##### **1.02 LAWS AND REGULATIONS**

A. The project shall be constructed under the jurisdiction of all laws of the State of California governing the construction of public buildings including:

1. California Code of Regulations, Title 8.
2. California Code of Regulations, Title 19, Public Safety, State Fire Marshal Regulations.
3. California Code of Regulations, Title 24:
  - a. 2022 California Building Standards Administrative Code (Part 1).
  - b. 2022 California Building Code Volumes 1 and 2 (Part 2).
  - c. 2022 California Electrical Code (Part 3).
  - d. 2022 California Mechanical Code (Part 4).
  - e. 2022 California Plumbing Code (Part 5).
  - f. 2022 California Energy Code (Part 6).
  - g. 2022 California Fire Code (Part 9).
  - h. 2022 Existing Building Code (Part 10).



- i. 2022 California Green Building Standards Code (Part 11);
    - j. 2022 California Referenced Standards Code, Title 24 C.C.R. (Part 12)
  - 4. 2022 NFPA 13, Installation of Fire Sprinkler Systems, California amended.
  - 5. 2019 NFPA 14, Installation of Standpipe and Hose Systems
  - 6. 2021 NFPA 17, Dry Chemical Extinguishing Systems
  - 7. 2021 NFPA 17A, Wet Chemical Extinguishing Systems
  - 8. 2013 NFPA 25, Inspection, Testing, Maintenance of Water-Based Fire Protection Systems, California amended.
  - 9. 2022 NFPA 72, National Fire Alarm Code, California amended.  
See UL Std. 1971 for "Visual Devices."
  - 10. 2019 NFPA 80 Fire Door and Other Opening Protectives.
  - 11. 2019 NFPA 253 Critical Radiant Flux of Floor Covering Systems.
  - 12. 2018 NFPA 2001 Clean Agent for Fire Extinguishing Systems.
  - 13. Occupational Health and Safety Act.
  - 14. Interpretive Manuals, Code Rules, and Safety Orders of:
    - a. State Fire Marshal.
    - b. Division of the State Architect.
    - c. Division of Industrial Safety.
    - d. Department of Industrial Relations.
    - e. Other Agencies.
  - 15. San Joaquin Valley Air Quality Management District
- B. Nothing in the plans or specifications is to be construed to permit work not in conformance with any applicable code or regulation.
- C. Other Regulatory Requirements and General Conditions:
- 1. T-24, Parts 1-12 (as applicable) must be kept on site during construction.
  - 2. If any conflicts or inconsistencies exist between the specifications and the drawings (including the General Notes), the drawings and General Notes shall take precedence.
  - 3. All Addenda must be signed by the Architect and approved by the Division of the State Architect (Section 4-338, Part 1) or local authority.
  - 4. All substitutions affecting DSA regulated items shall be considered as a Construction Change Document (CCD) or Addenda and shall be approved by DSA prior to fabrication and installation. (IR A-6 and Section 4-338(c), Part 1.

5. The Construction Change Documents must be signed by the owner and approved by the following:
  - a. Architect/Engineer of Record
  - b. Structural Engineer (when applicable)
  - c. Delegated professional engineer (when applicable)
  - d. DSA

- D. The Project Inspector and testing lab must be employed by the owner and approved by the following:
  1. Architect/Engineer of Record
  2. Structural Engineer (when applicable)
  3. DSA

**PART 2 PRODUCT – NOT USED**

**PART 3 EXECUTION – NOT USED**

**END OF SECTION 01 41 00**

**DEFINITIONS  
SECTION 01 42 16**

**PART 1 GENERAL**

**1.01 SUMMARY**

- A. Inclusions:
1. This section supplements the definitions contained in the General Conditions.
  2. Other definitions are included in individual specification sections.

**1.02 DEFINITIONS**

- A. Furnish: To supply, deliver, unload, and inspect for damage.
- B. Install: To unpack, assemble, erect, apply, place, finish, cure, protect, clean, start up, and make ready for use.
- C. Product: Material, machinery, components, equipment, fixtures, and systems forming the work result. Not materials or equipment used for preparation, fabrication, conveying, or erection and not incorporated into the work result. Products may be new, never used, or re-used materials or equipment.
- D. Project Manual: The book-sized volume that includes the procurement requirements (if any), the contracting requirements, and the specifications.
- E. Provide: To furnish and install.
- F. Supply: Same as Furnish.

**PART 2 PRODUCTS NOT USED**

**PART 3 EXECUTION NOT USED**

**END OF SECTION 01 42 16**

## **199REFERENCE STANDARDS**

### **SECTION 01 42 19**

#### **PART 1 GENERAL**

##### **1.01 SUMMARY**

- A. Inclusions:
  - 1. Requirements relating to referenced standards.
  - 2. Reference standards full title and edition date.

##### **1.02 QUALITY ASSURANCE**

- A. For products or workmanship specified by reference to a document or documents not included in the Project Manual, also referred to as reference standards, comply with requirements of the standard, except when more rigid requirements are specified or are required by applicable codes.
- B. Conform to reference standard of date of issue specified in this section, except where a specific date is established by applicable code.
- C. Obtain copies of standards when required by the Contract Documents.
- D. Maintain copy at project site during submittals, planning, and progress of the specific work, until Date of Notice of Completion.
- E. Should specified reference standards conflict with Contract Documents, the Contractor shall request clarification from the Architect before proceeding.
- F. Neither the contractual relationships, duties, or responsibilities of the parties in Contract nor those of the Architect shall be altered by the Contract Documents by mention or inference otherwise in any reference document.

##### **1.03 CONSTRUCTION INDUSTRY ORGANIZATION DOCUMENTS**

- A. AAMA -- AMERICAN ARCHITECTURAL MANUFACTURERS ASSOCIATION
  - 1. AAMA/WDMA/CSA 101/I.S.2/A440 - North American Fenestration Standard/Specification for windows, doors, and skylights; 2011.
  - 2. AAMA 611 - Voluntary Specification for Anodized Architectural Aluminum; 2014 (2015 Errata).
  - 3. AAMA 1503 - Voluntary Test Method for Thermal Transmittance and Condensation Resistance of Windows, Doors and Glazed Wall Sections; 2009.
  - 4. AAMA 2605 - Voluntary Specification, Performance Requirements and Test Procedures for Superior Performing Organic Coatings on Aluminum Extrusions and Panels (with Coil Coating Appendix); 2013.
  - 5. AAMA CW-10 - Care and Handling of Architectural Aluminum from Shop to Site; 2015.

B. ACI -- AMERICAN CONCRETE INSTITUTE INTERNATIONAL

1. ACI 117 - Standard Specifications for Tolerances for Concrete Construction and Materials; 2010 (Reapproved 2015).
2. ACI 211.1 - Standard Practice for Selecting Proportions for Normal, Heavyweight, and Mass Concrete; 2022.
3. ACI 211.2 – Standard Practice for Selecting Proportions for Structural Lightweight Concrete; 1998.
4. ACI 214R – Guide to Evaluation of Strength Test Results of Concrete; 2011.
5. ACI 301 - Specifications for Structural Concrete; 2020.
6. ACI 302.1R - Guide for Concrete Floor and Slab Construction; 2015.
7. ACI 304R - Guide for Measuring, Mixing, Transporting, and Placing Concrete; Reapproved 2009.
8. ACI 305R - Guide to Hot Weather Concreting; 2020.
9. ACI 306R - Cold Weather Concreting; 2016.
10. ACI 306.1 - Cold Weather Concreting; 1990 (Reapproved 2002).
11. ACI 308R - Guide to Curing Concrete; 2016.
12. ACI 309R – Guide for Consolidation of Concrete; 2005.
13. ACI 318 – Building Code Requirements for Structural Concrete; 2019.
14. ACI 347R - Guide to Formwork for Concrete; 2014.
15. ACI SP-66 – Details and Detailing of Concrete; 2004.

C. AISC -- AMERICAN INSTITUTE OF STEEL CONSTRUCTION, INC.

1. AISC 303 - Code of Standard Practice for Steel Buildings and Bridges; 2016.

D. ANSI -- AMERICAN NATIONAL STANDARDS INSTITUTE

1. ANSI A108/A118/A136.1 - American National Standard Specifications for the Installation of Ceramic Tile (Compendium); 2017.
2. ANSI A135.4 - American National Standard for Basic Hardboard; 2012.
3. ANSI A137.1 - American National Standard Specifications for Ceramic Tile; 2019.
4. ANSI A208.1 - American National Standard for Particleboard; 2009.
5. ANSI Z97.1 - American National Standard for Safety Glazing Materials Used in Buildings - Safety Performance Specifications and Methods of Test; 2015.

E. ASTM INTERNATIONAL

1. ASTM A1 - Standard Specification for Carbon Steel Tee Rails; 2000 (Reapproved 2010).
2. ASTM A6/A6M – Standard Specification for General Requirements for Rolled Structural Steel Bars, Plates, Shapes, and Sheet Piling; 2017.
3. ASTM A36/A36M - Standard Specification for Carbon Structural Steel; 2014.
4. ASTM A48/A48M - Standard Specification for Gray Iron Castings; 2003
5. ASTM A53/A53M - Standard Specification for Pipe, Steel, Black and Hot-Dipped, Zinc-Coated, Welded and Seamless; 2012.
6. ASTM A82 – Standard Specification for Steel Wire, Plain for Concrete; 2002.
7. ASTM A108 - Standard Specification for Steel Bar, Carbon and Alloy, Cold Finished; 2013.
8. ASTM A123/A123M - Standard Specification for Zinc (Hot-Dip Galvanized)

- Coatings on Iron and Steel Products; 2015.
9. ASTM A153/A153M - Standard Specification for Zinc Coating (Hot-Dip) on Iron and Steel Hardware; 2016a.
  10. ASTM A184/A184M – Standard Specification for Welded Deformed Steel Bar Mats for Concrete Reinforcement; 2019.
  11. ASTM A242/A242M - Standard Specification for High-Strength Low-Alloy Structural Steel; 2013.
  12. ASTM A283/A283M - Standard Specification for Low and Intermediate Tensile Strength Carbon Steel Plates; 2018.
  13. ASTM A307 - Standard Specification for Carbon Steel Bolts, Studs, and Threaded Rod 60 000 PSI Tensile Strength; 2014.
  14. ASTM A424/A424M - Standard Specification for Steel, Sheet, for Porcelain Enameling; 2009a (Reapproved 2016).
  15. ASTM A449 - Standard Specification for Hex Cap Screws, Bolts and Studs, Steel, Heat Treated, 120/105/90 ksi Minimum Tensile Strength, General Use; 2014.
  16. ASTM A497A/A497M – Standard Specification for Steel Welded Wire Reinforcement, Deformed, for Concrete; 2002.
  17. ASTM A500/A500M - Standard Specification for Cold-Formed Welded and Seamless Carbon Steel Structural Tubing in Rounds and Shapes; 2013.
  18. ASTM A501/A501M - Standard Specification for Hot-Formed Welded and Seamless Carbon Steel Structural Tubing; 2014.
  19. ASTM A514/A514M - Standard Specification for High-Yield-Strength, Quenched and Tempered Alloy Steel Plate, Suitable for Welding; 2014.
  20. ASTM A529/A529M - Standard Specification for High-Strength Carbon-Manganese Steel of Structural Quality; 2014.
  21. ASTM A563 - Standard Specification for Carbon and Alloy Steel Nuts; 2015.
  22. ASTM A563M - Standard Specification for Carbon and Alloy Steel Nuts (Metric); 2007 (Reapproved 2013).
  23. ASTM A572/A572M - Standard Specification for High-Strength Low-Alloy Columbium-Vanadium Structural Steel; 2018.
  24. ASTM A588/A588M - Standard Specification for High-Strength Low-Alloy Structural Steel, up to 50 ksi (345 MPa) Minimum Yield Point, with Atmospheric Corrosion Resistance; 2015.
  25. ASTM A615/A615M - Standard Specification for Deformed and Plain Carbon-Steel Bars for Concrete Reinforcement; 2015.
  26. ASTM A653/A653M - Standard Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process; 2017.
  27. ASTM A666 - Standard Specification for Annealed or Cold-Worked Austenitic Stainless-Steel Sheet, Strip, Plate, and Flat Bar; 2015.
  28. ASTM A704A/A704M – Standard Specification for Welded Steel Plain Bar or Rod Mats for Concrete Reinforcement; 2017.
  29. ASTM A706A/A706M – Standard Specification for Deformed and Plain Low-alloy Steel Bars for Concrete Reinforcement; 2016.
  30. ASTM A759 - Standard Specification for Carbon Steel Crane Rails; 2010

- (Reapproved 2016).
31. ASTM A884/A884M - Standard Specification for Epoxy-Coated Steel Wire and Welded Wire Reinforcement; 2014.
  32. ASTM A992/A992M - Standard Specification for Structural Steel Shapes; 2011 (Reapproved 2015).
  33. ASTM A996/A996M – Standard Specification for Rail-Steel and Axle-Steel Deformed Bars for Concrete Reinforcement; 2016.
  34. ASTM A1008/A1008M - Standard Specification for Steel, Sheet, Cold-Rolled, Carbon, Structural, High-Strength Low-Alloy, High-Strength Low-Alloy with Improved Formability, Solution Hardened, and Bake Hardenable; 2016.
  35. ASTM A1011/A1011M - Standard Specification for Steel, Sheet and Strip, Hot-Rolled, Carbon, Structural, High-Strength Low-Alloy, High-Strength Low-Alloy with Improved Formability, and Ultra-High Strength; 2015.
  36. ASTM A1064/A1064M - Standard Specification for Carbon-Steel Wire and Welded Wire Reinforcement, Plain and Deformed, for Concrete; 2017.
  37. ASTM B32 - Standard Specification for Solder Metal; 2008 (Reapproved 2014).
  38. ASTM B117 - Standard Practice for Operating Salt Spray (Fog) Apparatus; 2016.
  39. ASTM B221 - Standard Specification for Aluminum and Aluminum-Alloy Extruded Bars, Rods, Wire, Profiles, and Tubes; 2014.
  40. ASTM B221M - Standard Specification for Aluminum and Aluminum-Alloy Extruded Bars, Rods, Wire, Profiles, and Tubes (Metric); 2013.
  41. ASTM B633 - Standard Specification for Electrodeposited Coatings of Zinc on Iron and Steel; 2015.
  42. ASTM C31/C31M – Standard Practice for Making and Curing Concrete Test Specimens in the Field; 2018.
  43. ASTM C33/C33M - Standard Specification for Concrete Aggregates; 2018.
  44. ASTM C39/C39M - Standard Test Method for Compressive Strength of Cylindrical Concrete Specimens; 2016b.
  45. ASTM C40 – Standard Test Method for Organic Impurities in Fine Aggregates for Concrete; 2004.
  46. ASTM C42/C42M – Standard Test Method for Obtaining and Testing Drilled Cores and Sawed Beams of Concrete; 2020.
  47. ASTM C87 – Standard Test Method for Effect of Organic Impurities in Fine Aggregate on Strength of Mortar; 2005.
  48. ASTM C88 – Standard Test Method for Soundness of Aggregates by Use of Sodium Sulfate or Magnesium Sulfate; 2013.
  49. ASTM C94/C94M - Standard Specification for Ready-Mixed Concrete; 2016a.
  50. ASTM C109/C109M - Standard Test Method for Compressive Strength of Hydraulic Cement Mortars (Using 2-in. or (50-mm) Cube Specimens); 2016a.
  51. ASTM C128 - Standard Test Method for Relative Density (Specific Gravity) and Absorption of Fine Aggregate; 2022.
  52. ASTM C136 - Standard Test Method for Sieve Analysis of Fine and Coarse Aggregates; 2006.
  53. ASTM C138/C138M - Standard Test Method for Density (Unit Weight), Yield,

- and Air Content (Gravimetric) of Concrete; 2017.
54. ASTM C140/C140M - Standard Test Methods for Sampling and Testing Concrete Masonry Units and Related Units; 2018.
  55. ASTM C143/C143M - Standard Test Method for Slump of Hydraulic-Cement Concrete; 2015a.
  56. ASTM C150/C150M - Standard Specification for Portland Cement; 2018.
  57. ASTM C157 – Standard Test Method for Length Change of Hardened Cement Mortar and Concrete; 1975.
  58. ASTM C171 – Standard Specification for Sheet Materials for Curing Concrete; 2020.
  59. ASTM C172 – Standard Practice for Sampling Freshly Mixed Concrete; 2017.
  60. ASTM C173/C173M - Standard Test Method for Air Content of Freshly Mixed Concrete by the Volumetric Method; 2016.
  61. ASTM C231 - Standard Test Method for air Content of Freshly Mixed Concrete by the Pressure Method; 2009.
  62. ASTM C260/C260M - Standard Specification for Air-Entraining Admixtures for Concrete; 2010a (Reapproved 2016).
  63. ASTM C295 – Standard Guide for Petrographic Examination of Aggregates for Concrete; 2008.
  64. ASTM C309 – Standard Specification for Liquid Membrane-Forming Compounds for Curing Concrete; 2019.
  65. ASTM C330 – Standard Specification for Lightweight Aggregates for Structural Concrete; 2017.
  66. ASTM C332 - Standard Specification for Lightweight Aggregates for Insulating Concrete; 2017.
  67. ASTM C373 - Standard Test Methods for Determination of Water Absorption and Associated Properties by Vacuum Method for Pressed Ceramic Tiles and Glass Tiles and Boil Method for Extruded Ceramic Tiles and Non-tile Fired Ceramic Whiteware Products; 2016e1.
  68. ASTM C404 – Standard Specification for Aggregates for Masonry Grout; 2018.
  69. ASTM C426 – Standard Test Method for Linear Drying Shrinkage of Concrete Masonry Units; 2016.
  70. ASTM C475/C475M - Standard Specification for Joint Compound and Joint Tape for Finishing Gypsum Board; 2017.
  71. ASTM C494/C494M - Standard Specification for Chemical Admixtures for Concrete; 2016.
  72. ASTM C495 – Standard Test method for Compressive Strength of Lightweight Insulating Concrete; 2007.
  73. ASTM C501 - Standard Test Method for Relative Resistance to Wear of Unglazed Ceramic Tile by the Taber Abraser; 1984 (Reapproved 2015).
  74. ASTM C514 - Standard Specification for Nails for the Application of Gypsum Board; 2004 (Reapproved 2014).
  75. ASTM C567 – Standard Method for Determining Density of Structural Lightweight Concrete; 2019.
  76. ASTM C618 - Standard Specification for Coal Fly Ash and Raw or Calcined



- Natural Pozzolan for Use in Concrete; 2015.
77. ASTM C635/C635M - Standard Specification for the Manufacture, Performance, and Testing of Metal Suspension Systems for Acoustical Tile and Lay-in Panel Ceilings; 2013a.
  78. ASTM C636/C636M - Standard Practice for Installation of Metal Ceiling Suspension Systems for Acoustical Tile and Lay-In Panels; 2013.
  79. ASTM C685/C685M - Standard Specification for Concrete Made by Volumetric Batching and Continuous Mixing; 2014.
  80. ASTM C779/C779M – Standard Test Method for Abrasion Resistance of Horizontal Concrete Surfaces; 2012.
  81. ASTM C794 - Standard Test Method for Adhesion-In-Peel of Elastomeric Joint Sealants; 2015a.
  82. ASTM C805 – Standard Test Method for Rebound Number of Hardened Concrete; 2002.
  83. ASTM C827/C827M - Standard Test Method for Change in Height at Early Ages of Cylindrical Specimens of Cementitious Mixtures; 2016.
  84. ASTM C834 - Standard Specification for Latex Sealants; 2014.
  85. ASTM C840 - Standard Specification for Application and Finishing of Gypsum Board; 2018.
  86. ASTM C864 - Standard Specification for Dense Elastomeric Compression Seal Gaskets, Setting Blocks, and Spacers; 2005 (Reapproved 2015).
  87. ASTM C881/C881M – Standard Specification for Epoxy-Resin-Base Bonding Systems for Concrete; 2020.
  88. ASTM C903 - Standard Practice for Preparing Refractory Specimens by Cold Gunning; 2015.
  89. ASTM C920 - Standard Specification for Elastomeric Joint Sealants; 2018.
  90. ASTM C979/C979M – Standard Specification for Pigments for Integrally Colored Concrete; 2013.
  91. ASTM C1002 - Standard Specification for Steel Self-Piercing Tapping Screws for Application of Gypsum Panel Products or Metal Plaster Bases to Wood Studs or Steel Studs; 2018.
  92. ASTM C1019 – Standard Test Method for Sampling and Testing Grout for Masonry; 2016.
  93. ASTM C1028 – Standard Test method for Determining the Static Coefficient of Friction of Ceramic Tile and Other Like Surface by the Horizontal Dynamometer Pull-Meter Method; 2006.
  94. ASTM C1036 - Standard Specification for Flat Glass; 2016.
  95. ASTM C1048 - Standard Specification for Heat-Strengthened and Fully Tempered Flat Glass; 2012.
  96. ASTM C1059/C1059M - Standard Specification for Latex Agents for Bonding Fresh to Hardened Concrete; 2013.
  97. ASTM C1087 - Standard Test Method for Determining Compatibility of Liquid-Applied Sealants with Accessories Used in Structural Glazing Systems; 2016.
  98. ASTM C1107/C1107M - Standard Specification for Packaged Dry, Hydraulic-Cement Grout (Nonshrink); 2014a.
  99. ASTM C1155 – Standard Practice for Determining Thermal Resistance of

Building Envelope Components from the In-Situ Data; 2021.

100. ASTM C1193 - Standard Guide for Use of Joint Sealants; 2016.
101. ASTM C1248 - Standard Test Method for Staining of Porous Substrate by Joint Sealants; 2008 (Reapproved 2012).
102. ASTM C1280 - Standard Specification for Application of Exterior Gypsum Panel Products for Use as Sheathing; 2013a.
103. ASTM C1311 - Standard Specification for Solvent Release Sealants; 2014.
104. ASTM C1315 – Standard Specification for Liquid Membrane-Forming Compounds Having Special Properties for Curing and Sealing Concrete; 2019.
105. ASTM C1363 - Standard Test Method for Thermal Performance of Building Materials and Envelope Assemblies by Means of a Hot Box Apparatus; 2011.
106. ASTM C1376 - Standard Specification for Pyrolytic and Vacuum Deposition Coatings on Flat Glass; 2015.
107. ASTM C1396/C1396M - Standard Specification for Gypsum Board; 2017.
108. ASTM C1586 – Standard Guide for Quality Assurance of Mortars; 2005 (Reapproved 2011).
109. ASTM C1658/C1658M - Standard Specification for Glass Mat Gypsum Panels; 2018.
110. ASTM D16 - Standard Terminology for Paint, Related Coatings, Materials, and Applications; 2016.
111. ASTM D226/D226M - Standard Specification for Asphalt-Saturated Organic Felt Used in Roofing and Waterproofing; 2017.
112. ASTM D523 - Standard Test Method for Specular Gloss; 2014.
113. ASTM D543 - Standard Practices for Evaluating the Resistance of Plastics to Chemical Reagents; 2014.
114. ASTM D570 - Standard Test Method for Water Absorption of Plastics; 1998 (Reapproved 2010).
115. ASTM D638 - Standard Test Method for Tensile Properties of Plastics; 2014.
116. ASTM D695 - Standard Test Method for Compressive Properties of Rigid Plastics; 2015.
117. ASTM D714 - Standard Test Method for Evaluating Degree of Blistering of Paints; 2002 (Reapproved 2009).
118. ASTM D790 - Standard Test Methods for Flexural Properties of Unreinforced and Reinforced Plastics and Electrical Insulating Materials; 2016.
119. ASTM D822/D822M - Standard Practice for Filtered Open-Flame Carbon-Arc Exposures of Paint and Related Coatings; 2013.
120. ASTM D994/D994M - Standard Specification for Preformed Expansion Joint Filler for Concrete (Bituminous Type); 2011 (Reapproved 2016).

121. ASTM D1557 – Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Modified Effort (56,000 ft-lbf/ft<sup>3</sup>); 2012.
122. ASTM D1654 - Test Method for Evaluation of Painted or Coated Specimens Subjected to Corrosive Environments; 2008.
123. ASTM D1751 - Standard Specification for Preformed Expansion Joint Filler for Concrete Paving and Structural Construction (Non-extruding and Resilient Bituminous Types); 2004 (Reapproved 2013).
124. ASTM D1752 - Standard Specification for Preformed Sponge Rubber Cork and Recycled PVC Expansion Joint Fillers for Concrete Paving and Structural Construction; 2004a (Reapproved 2013).
125. ASTM D2047 - Standard Test Method for Static Coefficient of Friction of Polish-Coated Flooring Surfaces as Measured by the James Machine; 2011.
126. ASTM D2103 - Standard Specification for Polyethylene Film and Sheeting; 2015.
127. ASTM D2178/D2178M - Standard Specification for Asphalt Glass Felt Used in Roofing and Waterproofing; 2015a.
128. ASTM D2240 - Standard Test Method for Rubber Property--Durometer Hardness; 2015.
129. ASTM D2244 - Standard Practice for Calculation of Color Tolerances and Color Differences from Instrumentally Measured Color Coordinates; 2016.
130. ASTM D2794 - Test Method for Resistance of Organic Coatings to the Effects of Rapid Deformation (Impact) ; 1993 (Reapproved 2010).
131. ASTM D2859 - Standard Test Method for Ignition Characteristics of Finished Textile Floor Covering Materials; 2016.
132. ASTM D3273 - Standard Test Method for Resistance to Growth of Mold on the Surface of Interior Coatings in an Environmental Chamber; 2016.
133. ASTM D3359 - Standard Test Method for Measuring Adhesion by Tape Test; 2009.
134. ASTM D4442 - Standard Test Methods for Direct Moisture Content Measurement of Wood and Wood-Based Materials; 2015.
135. ASTM D4586/D4586M - Standard Specification for Asphalt Roof Cement, Asbestos-Free; 2007 (Reapproved 2018).
136. ASTM E84 - Standard Test Method for Surface Burning Characteristics of Building Materials; 2018B.
137. ASTM E90 - Standard Test Method for Laboratory Measurement of Airborne Sound Transmission Loss of Building Partitions and Elements; 2009 (Reapproved 2016).
138. ASTM E94 - Standard Guide for Radiographic Examination; 2004 (Reapproved 2010).
139. ASTM E96/E96M - Standard Test Methods for Water Vapor Transmission of Materials; 2016.
140. ASTM E108 - Standard Test Methods for Fire Tests of Roof Coverings; 2017.
141. ASTM E119 - Standard Test Methods for Fire Tests of Building Construction and Materials; 2018B.

142. ASTM E154/E154M - Standard Test Methods for Water Vapor Retarders Used in Contact with Earth Under Concrete Slabs, on Walls, or as Ground Cover; 2008a (Reapproved 2013).
143. ASTM E164 - Standard Practice for Contact Ultrasonic Testing of Weldments; 2013.
144. ASTM E165/E165M - Standard Test Method for Liquid Penetrant Examination for General Industry; 2012.
145. ASTM E283 - Standard Test Method for Determining the Rate of Air Leakage Through Exterior Windows, Curtain Walls, and Doors Under Specified Pressure Differences Across the Specimen; 2004 (Reapproved 2012).
146. ASTM E329 – Standard Specification for Agencies Engaged in Construction Inspection, Testing, or Special Testing; 2021.
147. ASTM E331 - Standard Test Method for Water Penetration of Exterior Windows, Skylights, Doors, and Curtain Walls by Uniform Static Air Pressure Difference; 2000 (Reapproved 2016).
148. ASTM E413 - Classification for Rating Sound Insulation; 2016.
149. ASTM E580/E580M - Standard Practice for Installation of Ceiling Suspension Systems for Acoustical Tile and Lay-in Panels in Areas Subject to Earthquake Ground Motions; 2017.
150. ASTM E648 - Standard Test Method for Critical Radiant Flux of Floor-Covering Systems Using a Radiant Heat Energy Source; 2017A.
151. ASTM E709 - Standard Guide for Magnetic Particle Testing; 2015.
152. ASTM E1105 - Standard Test Method for Field Determination of Water Penetration of Installed Exterior Windows, Skylights, Doors, and Curtain Walls, by Uniform or Cyclic Static Air Pressure Difference; 2015.
153. ASTM E1155 - Standard Test Method for Determining F(F) Floor Flatness and F(L) Floor Levelness Numbers; 2020.
154. ASTM E1264 - Standard Classification for Acoustical Ceiling Products; 2014.
155. ASTM E1300 - Standard Practice for Determining Load Resistance of Glass in Buildings; 2016.
156. ASTM E1592 - Standard Test Method for Structural Performance of Sheet Metal Roof and Siding Systems by Uniform Static Air Pressure Difference; 2005 (Reapproved 2017).
157. ASTM E1643 - Standard Practice for Selection, Design, Installation and Inspection of Water Vapor Retarders Used in Contact with Earth or Granular Fill Under Concrete Slabs; 2011.
158. ASTM E1646 - Standard Test Method for Water Penetration of Exterior Metal Roof Panel Systems by Uniform Static Air Pressure Difference; 1995 (Reapproved 2011).
159. ASTM E1680 - Standard Test Method for Rate of Air Leakage Through Exterior Metal Roof Panel Systems; 2011.
160. ASTM E1745 - Standard Specification for Plastic Water Vapor Retarders Used in Contact with Soil or Granular Fill under Concrete Slabs; 2011.

161. ASTM E1996 - Standard Specification for Performance of Exterior Windows, Curtain Walls, Doors, and Impact Protective Systems Impacted by Windborne Debris in Hurricanes; 2017.
162. ASTM E2190 - Standard Specification for Insulating Glass Unit Performance and Evaluation; 2010.
163. ASTM F436/F436M - Standard Specification for Hardened Steel Washers Inch and Metric Dimensions; 2016.
164. ASTM F710 - Standard Practice for Preparing Concrete Floors to Receive Resilient Flooring; 2011.
165. ASTM F959 - Standard Specification for Compressible-Washer-Type Direct Tension Indicators for Use with Structural Fasteners; 2013.
166. ASTM F1066 - Standard Specification for Vinyl Composition Floor Tile; 2004 (Reapproved 2014).
167. ASTM F1292 – Standard Specification for Impact Attenuation of Surface Systems Under and Around Playground Equipment; 2004.
168. ASTM F1487 – Standard Consumer Safety Performance Specification for Playground Equipment for Public Use; 2001.
169. ASTM F1554 - Standard Specification for Anchor Bolts, Steel, 36, 55, and 105-ksi Yield Strength; 2015.
170. ASTM F1861 - Standard Specification for Resilient Wall Base; 2008 (Reapproved 2012).
171. ASTM F1951 - Standard Specification for Determination of Accessibility of Surface Systems Under and Around Playground Equipment; 1999.
172. ASTM F2408 - Standard Specification for Ornamental Fences Employing Galvanized Steel Tubular Pickets; 2016.
173. ASTM F3125/F3125M - Standard Specification for High Strength Structural Bolts, Steel and Alloy Steel, Heat Treated, 120 ksi (830 MPa) and 150 ksi (1040 MPa) Minimum Tensile Strength, Inch and Metric Dimensions; 2015a.
174. ASTM G23 – Standard Practice for Operating Light-Exposure Apparatus (Carbon-Arc Type) With and Without Water for Exposure of Nonmetallic Materials; 1981.
175. ASTM G155 - Standard Practice for Operating Xenon Arc Light Apparatus for Exposure of Nonmetallic Materials; 2013.

#### F. AWS -- AMERICAN WELDING SOCIETY

1. AWS A2.4 - Standard Symbols for Welding, Brazing, and Nondestructive Examination; 2012.
2. AWS D1.1/D1.1M - Structural Welding Code - Steel; 2015.
3. AWS D1.2/D1.2M - Structural Welding Code - Aluminum; 2014.
4. AWS D1.4/D1.4M – Structural Welding Code – Reinforcing Steel; 2018.
5. AWS D1.8/D1.8M – Structural Welding Code – Seismic Supplement; 2016.

#### G. BHMA -- BUILDERS HARDWARE MANUFACTURERS ASSOCIATION

1. BHMA A156.9 - American National Standard for Cabinet Hardware; 2015.

- H. CDA -- COPPER DEVELOPMENT ASSOCIATION, INC.
  - 1. CDA A4050 - Copper in Architecture - Handbook; current edition.
- I. CRI -- CARPET AND RUG INSTITUTE
  - 1. CRI 104 - Standard for Installation of Commercial Carpet; 2015.
  - 2. CRI (GLP) - Green Label Plus Testing Program - Certified Products; [www.carpet-rug.org](http://www.carpet-rug.org); current edition.
- J. FM -- FACTORY MUTUAL GLOBAL
  - 1. FM (AG) - FM Approval Guide; current edition.
- K. GA -- GYPSUM ASSOCIATION
  - 1. GA-216 - Application and Finishing of Gypsum Board; 201.
- L. GANA -- GLASS ASSOCIATION OF NORTH AMERICA
  - 1. GANA (GM) - GANA Glazing Manual; 2009.
  - 2. GANA (SM) - GANA Sealant Manual; 2008.
- M. IAS -- INTERNATIONAL ACCREDITATION SERVICE
  - 1. IAS AC172 - Accreditation Criteria for Fabricator Inspection Programs for Structural Steel; International Accreditation Service, Inc; 2017.
- N. IGMA -- INSULATING GLASS MANUFACTURERS ALLIANCE
  - 1. IGMA TM-3000 - North American Glazing Guidelines for Sealed Insulating Glass Units for Commercial & Residential Use; 1990 (2004).
- O. ITS -- INTERTEK TESTING SERVICES NA, INC.
  - 1. ITS (DIR) - Directory of Listed Products; current edition.
- P. MPI -- MASTER PAINTERS INSTITUTE (MASTER PAINTERS AND DECORATORS ASSOCIATION)
  - 1. MPI (APSM) - Master Painters Institute Architectural Painting Specification Manual; Current Edition, [www.paintinfo.com](http://www.paintinfo.com).
- Q. NEMA -- NATIONAL ELECTRICAL MANUFACTURERS ASSOCIATION
  - 1. NEMA LD 3 - High-Pressure Decorative Laminates; 2005.
- R. NFPA -- NATIONAL FIRE PROTECTION ASSOCIATION
  - 1. NFPA 10 - Standard for Portable Fire Extinguishers; 2021.
  - 2. NFPA 241- Standard for Safeguarding Construction, Alteration, and Demolition Operations; 2022.
  - 3. NFPA 252 - Standard Methods of Fire Tests of Door Assemblies; 2017.
  - 4. NFPA 253 - Standard Method of Test for Critical Radiant Flux of Floor Covering Systems Using a Radiant Heat Energy Source; 2019.
  - 5. NFPA 286 - Standard Methods of Fire Tests for Evaluating Contribution of Wall and Ceiling Interior Finish to Room Fire Growth; 2015.

- S. NFRC -- NATIONAL FENESTRATION RATING COUNCIL, INC.
  - 1. NFRC 100 - Procedure for Determining Fenestration Product U-factors; 2014.
  - 2. NFRC 200 - Procedure for Determining Fenestration Product Solar Heat Gain Coefficient and Visible Transmittance at Normal Incidence; 2014.
  - 3. NFRC 300 - Test Method for Determining the Solar Optical Properties of Glazing Materials and Systems; 2014.
- T. RCSC -- RESEARCH COUNCIL ON STRUCTURAL CONNECTIONS
  - 1. RCSC (HSBOLT) - Specification for Structural Joints Using High-Strength Bolts; Research Council on Structural Connections; 2014, with April 2015 Errata.
- U. SMACNA -- SHEET METAL AND AIR CONDITIONING CONTRACTORS' NATIONAL ASSOCIATION, INC.
  - 1. SMACNA (ASMM) - Architectural Sheet Metal Manual; 2012.
- V. SSPC -- SOCIETY FOR PROTECTIVE COATINGS
  - 1. SSPC-Paint 15 - Steel Joist Shop Primer/Metal Building Primer; 1999 (Ed. 2004).
  - 2. SSPC-Paint 20 - Zinc-Rich Primers (Type I, "Inorganic," and Type II, "Organic"); 2002 (Ed. 2004).
  - 3. SSPC-SP 1 - Solvent Cleaning; 2015.
  - 4. SSPC-SP 2 - Hand Tool Cleaning; 1982 (Ed. 2004).
  - 5. SSPC-SP 3 - Power Tool Cleaning; 1982 (Ed. 2004).
  - 6. SSPC-SP 5 - White Metal Blast Cleaning; 2007.
  - 7. SSPC-SP 6 - Commercial Blast Cleaning; 2007.
  - 8. SSPC-SP 7 - Brush-Off Blast Cleaning; 2007.
  - 9. SSPC-SP 10 - Near-White Blast Cleaning; 2007.
  - 10. SSPC-SP 11 - Power Tool Cleaning to Bare Metal; 2012 (Ed. 2013).
  - 11. SSPC-SP 13 - Surface Preparation of Concrete; (Reaffirmed 2015); 2003.
- W. SWRI -- SEALANT, WATERPROOFING AND RESTORATION INSTITUTE
  - 1. SWRI (VAL) - SWRI Institute Validated Products Directory; Current Listings at [www.swrionline.org](http://www.swrionline.org).
- X. TCNA -- TILE COUNCIL OF NORTH AMERICA, INC.
  - 1. TCNA (HB) - Handbook for Ceramic, Glass, and Stone Tile Installation; 2024.
- Y. UL -- UNDERWRITERS LABORATORIES INC.
  - 1. UL (DIR) - Online Certifications Directory; Current listings at [database.ul.com](http://database.ul.com).
  - 2. UL (FRD) - Fire Resistance Directory; current edition.
  - 3. UL 10B - Standard for Fire Tests of Door Assemblies; Current Edition, Including All Revisions.
  - 4. UL 10C - Standard for Positive Pressure Fire Tests of Door Assemblies; Current Edition, Including All Revisions.

5. UL 263 - Standard for Fire Tests of Building Construction and Materials; Current Edition, Including All Revisions.

Z. WI -- WOODWORK INSTITUTE

1. WI (CCP) - Certified Compliance Program (CCP); current edition at [www.woodworkinstitute.com](http://www.woodworkinstitute.com).
2. WI (MAN) - Manual of Millwork; 2024.

**1.04 UNITED STATES GOVERNMENT AND RELATED AGENCIES DOCUMENTS**

A. UNITED STATES CODE

1. Title 7, United States Code, 136 through 136y - Federal Insecticide, Fungicide and Rodenticide Act; 1947 (Revised 2001).

B. CFR -- CODE OF FEDERAL REGULATIONS

1. ADA Standards - Americans with Disabilities Act (ADA) Standards for Accessible Design; 2010.
2. CFR 1191 - Americans with Disabilities Act (ADA) Accessibility Guidelines for Buildings and Facilities; Architectural Barriers Act (ABA) Accessibility Guidelines; current edition.
3. CFR 37 - Transportation Services for Individuals with Disabilities (ADA); current edition.

C. ATBCB -- US ARCHITECTURAL AND TRANSPORTATION BARRIERS COMPLIANCE BOARD (THE ACCESS BOARD)

1. ATBCB PROWAG - Proposed Accessibility Guidelines for Pedestrian Facilities in the Public Right-of-Way; 2011.

D. PS -- PRODUCT STANDARDS

1. PS 1 - Structural Plywood; 2009.
2. PS 2 - Performance Standard for Wood-Based Structural-Use Panels; 2010.
3. PS 20 - American Softwood Lumber Standard; 2015.

**PART 2 PRODUCTS – NOT USED**

**PART 3 EXECUTION – NOT USED**

**END OF SECTION 01 42 19**



## **TESTS AND INSPECTIONS**

### **SECTION 01 45 23**

#### **PART 1 GENERAL**

##### **1.01 SUMMARY**

**A. Inclusions:**

1. Provisions set forth in Divisions 0 and 1
2. Tests and inspections of materials
  - a. Earthwork:
    - 1) Inspection of sub-grade improvement operations, compacted fill, and field density tests.
  - b. Concrete Work:
    - 1) Testing and certification of concrete ingredients, compression cylinders, reinforcing steel, and placement inspections.
  - c. Concrete Unit Masonry:
    - 1) Testing and certification of concrete block units, mortar and grout ingredients, compression cylinders, reinforcing steel, and continuous placement inspections.
  - d. Structural Steel:
    - 1) Sampling and testing of required specimens, inspection of structural fabrication, shop welding, and field welding as required.
  - e. Wood:
    - 1) Lumber and Plywood:
      - a) Materials shall be per 2022 California Building Code, Section 2303.1.
    - 2) Glue-Laminated Members:
      - a) Special inspection per 2022 California Building Code, Section 1705A.5.5 and 2303.1.3.
    - 3) Manufactured Open Web Trusses
      - a) Special inspection per 2022 California Building Code, Section 1705A.5.6 and 2303.4.

##### **1.02 QUALITY ASSURANCE**

**A. Regulatory Compliance:**

1. Conform to Division of the State Architect (DSA) regulations.
2. Conform to Department of Health Care Access and Information (HCAi)
3. Conform to local authority having jurisdiction (County or City).

B. Owner's Inspector:

1. An inspector employed by the Owner in accordance with the requirements of the State of California Code of Regulations, Title 24, will be assigned to the work.
  - a. Duties are specifically defined in Title 24, Part I, Section 4-342.
  - b. The work of construction in all stages of progress shall be subject to the personal continuous observation of the inspector.
  - c. They have free access to any or all parts of the work at any time.
  - d. The Contractor shall furnish the inspector reasonable facilities for obtaining such information as may be necessary to keep him fully informed respecting the progress and manner of the work and the character of the materials.
  - e. Inspection of the work shall not relieve the Contractor of any obligation to fulfill this Contract.

### **1.03 SPECIAL PROVISIONS**

A. The laboratory shall be approved by Owner, Architect, Structural Engineer, and Division of the State Architect.

B. The laboratory shall be in the employ of the Owner.

C. Duties of Testing Laboratory:

1. Inspect stock, mark identified stock, select and mark test specimens, perform required tests, inspections as specified, furnish required reports and certificates.

D. Reports:

1. Reports are to be executed immediately upon conclusion of each procedure and forwarded to:
  - a. Architect
  - b. Structural Engineer
  - c. Construction Manager
  - d. Contractor
  - e. Owner
  - f. Subcontractor
  - g. Project Inspector
  - h. Division of the State Architect:
    - 1) The Division of the State Architect is the Governing Agency for this project. One copy of all test reports shall be forwarded to that office by the testing agency.
      - a) Such reports shall include all tests carried out, regardless of whether such tests indicate that the material is satisfactory or unsatisfactory.
      - b) Samples taken, but not tested, shall also be reported.
      - c) Records of special sampling operations as required shall also be reported.

- d) The reports shall show that the material or materials were sampled and tested in accordance with the requirements of Title 24 and with the approved specifications.
  - e) Test reports shall show the specified design strength.
  - f) They shall also state whether or not the material, or materials, tested comply with requirements.
- 2) Verification of Test Reports:
  - a) Each testing agency shall submit to the Division of the State Architect a verified report in duplicate covering all of the tests which are required to be made by that agency during the progress of the project.
  - b) Such a report shall be furnished each time that work on the project is suspended, covering the tests up to that time, and at the completion of the project, covering all tests.
- 2. Payment:
  - a. The Owner shall pay for all tests, except the costs of concrete mix design.
  - b. When in the opinion of the Architect or the Division of the State Architect, additional tests are required, then such tests and inspection shall be paid for by the Owner, but the amount paid shall be deducted from the Contract Price.
  - c. Examples of such additional tests are:
    - 1) Tests of material substituted for previously accepted materials, unidentified materials, re-tests made necessary by the failure of materials to comply with the requirements of the specifications, and load tests necessary because certain portions of the structure have not fully met specification or plan requirements.
- 3. Selection of Samples:
  - a. All samples and specimens for testing shall be selected by the inspector or by the testing laboratory, but not by the Contractor.
  - b. The Contractor shall, at his own expense, furnish, package, mark, and deliver all samples to be tested, when so directed by the inspector, testing laboratory, or as required by the specifications.
  - c. Delivery of samples to the testing laboratory shall be made in ample time to allow tests to be made without delaying construction.
  - d. No extra time will be allowed for the completion of the work by reason of a delay in testing samples.
  - e. The Contractor shall allow free access at all times to the representatives of the testing laboratory to the sources from which samples are taken.
- 4. Preparation of Specimens:
  - a. Taken by, and at expense of fabricator, under direction of testing laboratory and machined or prepared to conform to appropriate ASTM specification.

- b. The cost of machining specimens is considered part of the testing.
- 5. Architect and Structural Engineer reserve the right to demand for test and special examination of any materials, or part thereof, to ensure compliance with specifications, and may reject for satisfactory replacement, any material, or part judged defective, as a result thereof.
  - a. This also applies to materials or sources of same substituted for those previously approved.
  - b. Such tests or examinations, even though not specified, shall be performed as and when required.
  - c. Costs paid for by Owner, but the amount paid shall be deducted from the Contract.
- 6. Owner's Right to Waive Tests and Inspections:
  - a. The Owner reserves the right to waive any part, or all of the tests and inspections, subject to the approval of the Architect, Structural Engineer, and Division of the State Architect.

## **PART 2 PRODUCTS – NOT USED**

## **PART 3 EXECUTION**

### **3.01 SEQUENCING AND SCHEDULING**

- A. Coordinate work with that of other trades in time to avoid delays to the overall work progress.
- B. The laboratory shall cooperate with all trades whose work affects or is affected by the tests and inspections.
- C. Contractor to cooperate with and provide testing laboratory opportunity and assistance in taking samples, making field tests, and making inspections.

### **3.02 TESTS AND INSPECTIONS**

- A. All special inspections shall conform to the requirements of Chapter 17A of Title 24, Part 2, California Building Code (CBC) 2022.

### **3.03 EARTHWORK (Refer to Section 31 22 00 “Earthwork”)**

- A. Excavations and Foundations:
  - 1. Chapter 17A:
    - a. Inspections:
      - 1) Earth fill compactions: 1705A.6 and Table 1705A.6
  - 2. Testing Agency:
    - a. Any required foundation consultation, examination, or testing shall be done by an approved Foundation Engineer.
    - b. Costs paid by Owner.

- B. Consultation or Procedures for this part of the work shall be only as requested by the Architect and Structural Engineer at the time work on the site is commenced and may consist of the following:
1. Examination of building sub-grade resulting from the cutting operation, including field density tests if considered necessary.
  2. Verify completed foundation excavations.
  3. Periodic inspection of any required filling and backfilling, including field density tests if considered necessary.
  4. Imported or Native Fill Material: Approved material, perform suitability tests for compaction, qualities, and optimum moisture if required.
  5. Provide Continuous Inspection Supervision during removal and re-compaction of existing soil and placement of fill.
  6. Inspect and approve completed footing excavations.
  7. Field Density Tests shall be made on samples from material in place as required to verify proper compaction densities of fills and backfills.
- C. Densities and Method:
1. Densities specified relate to ASTM Designation D1557 Procedure A.
- D. Tests
1. The initial testing shall be paid for by the Owner. If the compaction test results are less than the specified amount, the compaction shall be deemed unacceptable. The earthwork shall be reworked and retested. The Contractor shall pay all costs of these core tests.

### **3.04 CONCRETE WORK (Refer to Section 03 31 00 "Structural Concrete Work")**

- A. Inspections:
1. Batch Plant or Weighmaster Inspection: 1705A.3.3.
  2. Reinforcing Bar Welding Inspection: 1705A.3.1 and 1705A.2.5.
  3. Notification:
    - a. The Contractor shall notify the following people, giving advance notice prior to commencing the designated work:
      - 1) Person Notified: Architect and Construction Manager
        - a) Advance Notice: Two Business Days
        - b) Prior to Commencing: Form Work
        - c) For Inspection: Excavation
      - 2) Person Notified: Architect, Construction Manager, and Inspector
        - a) Advance Notice: Two Business Days
        - b) Prior to Commencing: Pouring Concrete
        - c) For Inspection: Forms and Steel
      - 3) Person Notified: Governing Agency
        - a) Advance Notice: Three Business Days
        - b) Advance Notice: Three Business Days
        - c) For Inspection: Forms and Steel

4. Bonded Weighmaster Certificates
  - a. Non-structural concrete such as floor slabs on grade, walks, curb & gutter, etc., shall not require continuous batch plant inspection, but instead, a bonded weighmaster shall furnish notarized affidavits certifying that quantities and quality of all materials used in the concrete instead, a bonded weighmaster shall furnish notarized affidavits certifying that quantities and quality of all materials used in the concrete are in accordance with these specifications and the approved mix design.
5. Batch Plant Inspections: When transit mixed concrete is used, continuous inspection shall be maintained at the plant by a qualified concrete technician who shall issue tickets certifying that quantities and quality of all materials used in the concrete are in accordance with these specifications and the approved design mix.
  - a. The Owner will pay the costs of this inspection.
  - b. This inspection will not be required for non-structural concrete as indicated in C.B.C. Section 1705A.3.
6. No concrete shall be poured except in the presence of the Owner's Inspector and only after the forms and reinforcing steel have been approved by the Architect or his representative.

B. Tests:

1. All concrete materials to be tested and reported prior to any use of same.
2. Cementitious materials and limits on shall conform to the requirements of ACI 318, CBC Sections 1903A and 1903A.6, and ASTM C150.
  - a. One sample shall be taken for each 100 tons of cement, except that when used in bulk loading ready mix plants where separate bins for pre-tested cement are not available, grab samples shall be taken for each shipment of cement placed in the bin with not less than one sample being taken for each day's pour and such samples shall be subsequently tested if required by the Architect, Structural Engineer, or the Division of the State Architect.
3. The aggregates shall be in conformance with ACI 318, as modified by CBC Section 1903A.5.
4. Reinforcing Steel is to be tested prior to use for compliance with CBC Section 1910A.2 and ASTM A615 requirements.
  - a. Samples: To be selected by representative of testing laboratory from material at the building site or place of distribution, to consist of two (2) pieces, each 18 inches (18") long of each size, furnished, cut, and prepared for testing by Contractor, marked and delivered by representative of testing laboratory.
  - b. Tests: One (1) tension and one (1) bend test shall be made of each size of reinforcing steel, including wire fabric. One (1) series of tests shall be made for each ten (10) tons, or fraction thereof, of each size of reinforcing steel if the bundles, as delivered, can be identified as to heat number and the mill analysis accompanies the report. If they cannot be identified as to heat number, then one (1) series of tests shall be made from each two and one-half (2-1/2) tons or fraction thereof.

5. Cylinder Tests shall comply with CBC Section 1905A.1.16.
  - a. Three (3) cylinders of concrete shall be made for each fifty (50) cubic yards of each grade of concrete, or fraction thereof, being placed each day. Each cylinder shall be dated, given a number, the point in the structure from which the sample was taken noted thereon, and the slump noted thereon.
  - b. Test cylinders shall be made at the job and stored in the testing laboratory in accordance with ASTM C31. At the end of twenty-four (24) hours after making, the cylinders shall be stored under moist curing conditions at approximately 70 degrees F. and maintained therein until tested. The cylinders shall be tested in accordance with ASTM C39. The cylinders shall develop the following minimum ultimate compressive strengths:
    - 1) Design Strength: 3000 psi
      - a) 7 Day Test: 1800 psi
      - b) 28 Day Test: 3000 psi
    - 2) Design Strength: 4000 psi
      - a) 7 Day Test: 2300 psi
      - b) 28 Day Test: 4000 psi
  - c. If the strengths of the first two-cylinder tests are satisfactory, the third cylinder shall not be tested, but destroyed. A third cylinder shall be tested if the strengths of the first two cylinders are not satisfactory.
  - d. If the strength of the cylinders does not meet the minimum as mentioned above, core tests of the hardened concrete shall be made as per CBC Section ACI 318, Section 5.5.5.2 and ASTM C42. If the core tests show the concrete strength to be deficient, the concrete shall be deemed defective and removed. The Contractor shall pay all costs of these core tests.

C. Laboratory Designed Mixes: See Proportioning of Concrete Mixes, Section 03 31 00 "Structural Concrete Work".

### **3.05 CONCRETE UNIT MASONRY (Refer to Section 04 22 00 "Reinforced Concrete Unit Masonry")**

#### **A. Inspections:**

1. Masonry Inspection: (CBC Section 1705A.4).
  - a. All structural masonry work shall be continuously inspected during laying and grouting by an Inspector specially approved for that purpose by the DSA. The Inspector shall assist the testing agency in making test samples, and perform such tests as are required, and shall check the materials, details of construction, and construction procedures.
    - 1) The special masonry Inspector shall furnish a verified report that, of his own personal knowledge, the work covered by the report has been performed and materials used and installed in every material respect in compliance with the duly approved plans and specifications.

2. Reinforcing Bar Welding Inspection: CBC 1705A.3.1 and 1705A.2.5, AWS D1.4.
3. Notification: The Contractor shall notify the following people, giving advance notice prior to commencing the designated work:
  - a. Person Notified: Architect, Construction Manager, and Inspector
    - 1) Advance Notice: Two Business Days
    - 2) Prior to Commencing: Grouting Wall (each lift), Laying of Concrete Block
    - 3) For Inspection: Block Work and Steel
  - b. Person Notified: Architect, Construction Manager, Inspector, and DSA
    - 1) Advance Notice: Three Business Days
    - 2) Prior to Commencing: Masonry and Footing
    - 3) For Inspection: Masonry and Footing
4. Grout Placement:
  - a. No grout shall be placed, except in the presence of the Owner's Inspector (if one is employed on the job) and only after the block work and reinforcing steel have been approved by the Architect or his representative.
5. All masonry shall be continuously inspected during laying and grouting by an inspector specially approved for that purpose by DSA.
6. Special inspection is required during all High-Lift Grouting of concrete block, as required per DSA IR 21-2.13.

**B. Tests:**

1. The concrete block shall be tested using the methods and procedures ASTM C140. It shall be tested and approved before any concrete block is laid. Linear shrinkage tests shall conform to ASTM C426.
2. Mortar and Grout (Comply with CBC Section 2105A.3):
  - a. Test Samples:
    - 1) At the beginning of all masonry work, field sampling shall be done in accordance with the ASTM C1586 and ASTM C1019; one (1) set of the mortar and grout shall be taken on three (3) successive working days and at least at one-week intervals thereafter. The samples shall be continuously stored in moist air until tested, for each test given in Table 1 below. All samples shall meet the minimum strengths given therein.
      - A) Additional samples shall be taken whenever any change in materials or job conditions occur, or change in materials or job conditions occur, or whenever in the judgment of the Architect, the Owner's Inspector, or DSA, such tests are necessary to determine the quality of the material.
    - 2) Mortar test specimens shall be taken from the unit soon after spreading. After molding, the molds shall be carefully protected by a covering which shall be kept damp for at least twenty-four (24) hours, after which the specimens shall be stored and tested as required for concrete cylinders.



- 3) In making grout test specimens, the masonry unit molds shall be broken away after the grout has taken its set, but before it has hardened. If an absorbent paper liner is used, the mold may be left in place until the specimen has hardened. The prisms shall be stored as required for concrete cylinders. They shall be tested in the vertical position.
- b. Masonry Core Tests (2022 CBC Section 2105A.4):
- 1) Not less than two (2) cores having a diameter of six (6) inches shall be taken from each project. Two (2) cores shall be taken from each building for each 5,000 square feet of the greater of the wall area, or the floor area or fraction thereof. The Architect or Structural Engineer in responsible charge of the project or the Inspector shall select the areas for sampling. One half of the number of cores taken shall be tested in shear. The shear wall loadings shall test both joints between the grout core and the outside wythes of the masonry. Core samples shall not be soaked before testing. Materials and workmanship shall be such that for all masonry, when tested in compression, cores shall show an ultimate strength at least equal to 1,500 psi. When tested in shear, the unit shear on the cross section of the core shall be not less than 97 psi.
  - 2) Shear testing apparatus shall be of a design approved by DSA. Visual examination of all cores shall be made to ascertain if the joints are filled.
  - 3) The testing agency shall inspect the coring of the masonry walls and shall prepare a report of coring operations for the testing laboratory files and mail one copy to DSA, plus provide copies to the Contractor, Inspector, Construction Manager, and Architect. Such reports shall include the total number of cores cut, the location, and the condition of all cores cut on each project, regardless of whether or not the core specimens failed during cutting operation. All cores shall be submitted to the laboratory for examination.
  - 4) Note:
    - a) The contractor shall restore walls from which cores are taken with whole face shells or complete units, as approved by Architect.
- c. Cement: Refer to Concrete Work of this Section.
- d. Aggregates: Test samples of the aggregates to be used in the grout and mortar shall be taken and tested in accordance with ASTM C404.
- e. Reinforcing Steel: Refer to Section 3.04 "Concrete Work" of this Section.

**TABLE 1**

**MINIMUM MORTAR AND GROUT STRENGTHS COMPRESSION TESTS**

1. Specimen: Mortar on 2-inch x 4-inch cylinders
  - a. At 7 Days: 1100 psi
  - b. At 28 Days: 1800 psi
2. Specimen: Grout in typical prism
  - a. At 7 Days: 1200 psi
  - b. At 28 Days: 2000 psi

### **3.06 STRUCTURAL STEEL (Refer to Section 05 12 00 "Structural Steel Framing")**

- A. Inspections: All structural welding, both shop and field welding, shall be done under the supervision of a qualified welding inspector, qualified in accordance with CBC Section 1705A.2.1, the American Welding Society, CWI, or CAWI, approved by the Architect, Structural Engineer, and the Division of the State Architect.
- B. The inspector shall furnish the Architect, Structural Engineer, and Division of the State Architect with a report on forms supplied that the welding which is required to be inspected is proper and has been done in conformity with the plans and specifications.
- C. He shall check the material, equipment, and procedure, as well as the welds, and the ability of the welding.
- D. The welding inspector shall be employed by the testing laboratory. Inspection of welding shall be according to 2022 California Building Code, Section 1704A.2.1.
- E. Inspection of shop fabrication shall be according to CBC Section 1705A.2.5, AWS D1.1, D1.8 and the approved drawings.
- F. Tests:
  - 1. All structural steel that is to be tested shall be identified per CBC Section 2203A.1 on the "Order for Tests and Inspections" sheet, which is issued at the start of the job. It shall be tested and approved by the testing laboratory prior to fabrication or delivery.
  - 2. If the steel can be identified in accordance with ASTM A6 and is accompanied by mill analysis and test reports for each heat, it may be used without testing. Identification of the steel at the fabricator's plant shall be made by a representative of the testing laboratory.
  - 3. Unidentified structural steel shall be tested to determine conformity to the applicable ASTM standard. It shall be tested and approved by the testing laboratory prior to fabrication or delivery. If the steel can be identified in accordance with ASTM A6 and is accompanied by mill analysis and test reports for each heat, it may be used without testing. Identification of the steel at the fabricator's plant shall be made by a representative of the testing laboratory.
  - 4. When the steel cannot be identified or its source is questionable, it shall be tested to confirm that it meets minimum chemical and mechanical requirements. One set of tension and bend tests shall be made for each 5 tons, or fractional part thereof, for each size to be used.
  - 5. Automatic End Welded Studs: In accordance with CBC Section 2213A.2.

### **3.07 WOOD (Refer to Section 06 10 00 “Rough Carpentry”)**

- A. Lumber and Plywood (Refer to Section 06 10 00 “Rough Carpentry”):
  - 1. Installation of Timber Connectors shall be continuously inspected per 2022 California Building Code, Section 1705A.5.6.
- B. Manufactured Wood Chord Joists (Refer to Section 06 17 00 “Engineered Wood Products”):
  - 1. Continuous inspection during fabrication shall be provided per 2022 California Building Code, Section 1705A.5.5.
- C. Glue-Laminated Members (Refer to Section 06 18 00 “Glue Laminated Construction”):
  - 1. Continuous inspection during fabrication shall be provided per 2022 California Building Code, Section 1705A.5.4.

**QUICK REFERENCE GUIDE FOR TESTS AND INSPECTIONS  
(AS APPLICABLE)**

**TITLE 24, PART 2 (2022 CBC) - VOLUME 2**  
**TESTS AND INSPECTIONS REQUIREMENTS**

**A. SOILS AND FOUNDATIONS (CHAPTER 18A):**

- 1. Inspection:
  - a. Piles 1810A.3.1.4
- 2. Quality:
  - a. Compaction Control Testing of Earth Fill 3301.1, 1704A.7, 1803A
  - b. Soils 1705A.6

**B. CONCRETE (CHAPTER 19A):**

- 1. Materials:
  - a. Portland Cement 1705A.3.2, 1903A.1
  - b. Concrete Aggregates 1903A.5
  - c. Shotcrete Aggregates 1908A.2
  - d. Reinforcing Bars 1705A.3.2, 1910A.2
  - e. Pre-stressing Steel and Anchorage 1705A.3.4, 1910A.3
- 2. Quality:
  - a. Proportions of Concrete ACI 318, 1905A
  - b. Strength Tests of Concrete 1913A.4
  - c. Splitting Tensile Tests
  - d. Shotcrete Proportions 1908A.2
  - e. Shotcrete Cores 1908A.10
  - f. Composite Construction Cores 1910A.4
- 3. Inspection:
  - a. Jobsite 1705A.3, Table 1705A.3
  - b. Batch Plant 1705A.3.3
  - c. Waiver of Batch Plant 1705A.3.3.1
  - d. Pre-stressed Concrete 1704A.3.4
  - e. Reinforcing Bar Welding 1705A.3.1, AWS D1.4
  - f. Reinforcing Bar Placement 1705A.3.5
  - g. Post-Install Anchors in Concrete 1910A.5
  - h. Shotcrete 1908A.2
  - i. Concrete Preplacement 1705A.3.5

**C. ALUMINUM (CHAPTER 20):**

- 1. Materials:
  - a. Alloys 2002.1
  - b. Identification 2002.1
- 2. Inspection:
  - a. Welding 2003.1

## **D. MASONRY (CHAPTER 21A)**

1. Materials:
  - a. Concrete Masonry Units 2103.A.1, 1705A.4
  - b. Portland Cement, Lime 2103A
  - c. Mortar and Grout Aggregates 2103A.2.2, 2013A.2.3
  - d. Reinforcing Bars 1705A.3.2
  - e. Clay Masonry Units 2103A.1
2. Quality:
  - a. Portland Cement Tests 1903A.1
  - b. Mortar and Grout Tests 2105A.3
  - c. Masonry Prism Tests 2105A.3
  - d. Masonry Core Tests 2105A.4
  - e. Masonry Unit Tests 2105A.2
  - f. Reinforcing Bar Tests 1910A.2
3. Inspection:
  - a. Reinforcing Masonry 1705A.4
  - b. Reinforcing Bar Welding 1705A.3.1, AWS D1.4

## **E. STEEL (CHAPTER 22A)**

1. Materials:
  - a. Structural Steel 2205A.1
  - b. Cold Formed Steel 2210A.1
  - c. Identification 2203A.1
2. Quality:
  - a. Tests of Structural and Cold Formed Steel 1705A.2.1, Table 1705A.2.1
  - b. Tests of High Strength Bolts, Nuts, Washers 2213A.1, Table 1705A.2.1
  - c. Tests of End Welded Studs 2213A.2
  - d. Steel Joists 2207A.1, Table 1705A.2.3
  - e. Non-Destructive Weld Tests 1704A.2
3. Inspections:
  - a. Shop Fabrication 1704A.2.5
  - b. Welding 1704A.2.5
  - c. High Strength Bolt Installation Table 1705.A.2.1

## **F. WOOD (CHAPTER 23)**

1. Materials:
  - a. Lumber and Plywood 2303.1.1
  - b. Glued Laminated Members 2303.1.3
2. Inspection:
  - a. Wood Structural Elements and Assemblies 1705A.5.4
  - b. Glued Laminated Fabrication 1705A.5.4, 2303.1.3
  - c. Timber Connectors 1705A.5.7
  - d. Manufactured Open Web Trusses 1705A.6, 2303.4

**G. ROOF AND ROOF STRUCTURES (CHAPTER 15)**

1. Materials:

- a. Roof Clay and Concrete Tiles

DSA IR 15-2

**H. SAFEGUARDS DURING CONSTRUCTION (CHAPTER 33)**

**END OF SECTION 01 45 23**

## **TEMPORARY FACILITIES AND CONTROLS**

### **SECTION 01 50 00**

#### **PART 1 GENERAL**

##### **1.01 SUMMARY**

- A. Inclusions:
  - 1. Temporary sanitary facilities.
  - 2. Security requirements.
  - 3. Waste removal facilities and services.
  - 4. Project identification sign.

##### **1.02 REFERENCE STANDARDS**

- A. ASTM E84 - Standard Test Method for Surface Burning Characteristics of Building Materials; 2023.
- B. ASTM E90 - Standard Test Method for Laboratory Measurement of Airborne Sound Transmission Loss of Building Partitions and Elements; 2009 (Reapproved 2016).

##### **1.03 TEMPORARY UTILITIES**

- A. Owner will provide the following:
  - 1. Electrical power and metering, consisting of connection to existing facilities.
  - 2. Water supply, consisting of connection to existing facilities.

##### **1.04 TEMPORARY SANITARY FACILITIES**

- A. Provide and maintain required facilities and enclosures. Provide at time of project mobilization.
- B. Use of existing facilities is not permitted.
- C. Maintain daily in clean and sanitary condition.
- D. Use of existing facilities is not permitted.

##### **1.05 BARRIERS**

- A. Provide barriers to prevent unauthorized entry to construction areas, to prevent access to areas that could be hazardous to workers or the public, to allow for owner's use of site and to protect existing facilities and adjacent properties from damage from construction operations and demolition.

- B. Provide barricades and covered walkways required by governing authorities for public rights-of-way and for public access to existing building.
- C. Provide protection for plants designated to remain. Replace damaged plants.
- D. Protect non-owned vehicular traffic, stored materials, site, and structures from damage.

#### **1.06 FENCING**

- A. Provide 6-foot-high fence around construction site; equip with vehicular and pedestrian gates with locks.

#### **1.07 SECURITY**

- A. Provide security and facilities to protect Work, existing facilities, and Owner's operations from unauthorized entry, vandalism, or theft.

#### **1.08 VEHICULAR ACCESS AND PARKING**

- A. Comply with regulations relating to use of streets and sidewalks, access to emergency facilities, and access for emergency vehicles.
- B. Coordinate access and haul routes with governing authorities and Owner.
- C. Provide and maintain access to fire hydrants, free of obstructions.
- D. Provide means of removing mud from vehicle wheels before entering streets.
- E. Provide temporary parking areas to accommodate construction personnel. When site space is not adequate, provide additional off-site parking.

#### **1.09 WASTE REMOVAL**

- A. Provide waste removal facilities and services as required to maintain the site in clean and orderly condition.
- B. Provide containers with lids. Remove trash from site periodically.
- C. If materials to be recycled or re-used on the project must be stored on-site, provide suitable non-combustible containers; locate containers holding flammable material outside the structure unless otherwise approved by the authorities having jurisdiction.
- D. Open free-fall chutes are not permitted. Terminate closed chutes into appropriate containers with lids.



## **1.10 PROJECT IDENTIFICATION**

- A. Provide project identification sign of design and construction indicated on Drawings.
- B. Erect on site at location established by Architect.
- C. No other signs are allowed without Owner permission except those required by law.

## **1.11 FIELD OFFICES**

- A. Office: Weathertight, with lighting, electrical outlets, heating, cooling equipment, and equipped with sturdy furniture, drawing rack, and drawing display table.
- B. Provide space for Project meetings, with table and chairs to accommodate six (6) persons.
- C. Provide separate private office similarly equipped and furnished, for use by Owner Project Inspector.
- D. Locate offices a minimum distance of 30 feet from existing and new structures.

## **1.12 REMOVAL OF UTILITIES, FACILITIES, AND CONTROLS**

- A. Remove temporary utilities, equipment, facilities and materials prior to Final Application for Payment inspection.
- B. Remove underground installations to a minimum depth of 2 feet. Contractor shall grade site as indicated.
- C. Clean and repair damage caused by installation or use of temporary work.
- D. Restore existing facilities used during construction to original condition.
- E. Restore new permanent facilities used during construction to a specified condition.

## **PART 2 PRODUCTS - NOT USED**

## **PART 3 EXECUTION - NOT USED**

**END OF SECTION 01 50 00**

**PRODUCT REQUIREMENTS  
SECTION 01 60 00**

**PART 1 GENERAL**

**1.01 SUMMARY**

- A. Inclusions:
  - 1. Provisions set forth in Divisions 0 and 1;
  - 2. General product requirements.
  - 3. Transportation, handling, storage and protection.
  - 4. Product option requirements.
  - 5. Substitution limitations.
  - 6. Maintenance materials, including extra materials, spare parts, tools, and software.
- B. Related Sections:
  - 1. Section 01 40 00:       Quality Requirements
    - a. Product quality monitoring.

**1.02 REFERENCE STANDARDS**

- A. 16 CFR 260.13 - Guides for the Use of Environmental Marketing Claims; Federal Trade Commission; Recycled Content; Current Edition.

**1.03 SUBMITTALS**

- A. Proposed Products List: Submit list of major products proposed for use, with name of manufacturer, trade name, and model number of each product.
- B. Submit within 35 days after date of Notice of Contract Award.
- C. For products specified only by reference standards, list applicable reference standards.
- D. Product Data Submittals: Submit manufacturer's standard published data. Mark each copy to identify applicable products, models, options, and other data. Supplement manufacturers' standard data to provide information specific to this Project.
- E. Shop Drawing Submittals: Prepared specifically for this Project; indicate utility and electrical characteristics, utility connection requirements, and location of utility outlets for service for functional equipment and appliances.

F. Sample Submittals: Illustrate functional and aesthetic characteristics of the product, with integral parts and attachment devices. Coordinate sample submittals for interfacing work.

1. For selection from standard finishes, submit samples of the full range of the manufacturer's standard colors, textures, and patterns.

#### **1.04 QUALITY ASSURANCE**

A. Manufacturer's Inventory of Product Content: Publicly available inventory of all ingredients identified by name and Chemical Abstract Service Registration Number (CAS RN).

B. For ingredients considered a trade secret or intellectual property, the name and CAS RN may be omitted, provided the ingredient's role, amount, and GreenScreen Benchmark are given.

C. Recycled Content: Determine percentage of post-consumer and pre-consumer (post-industrial) content separately, using the guidelines contained in 16 CFR 260.13.

D. Previously used, reused, refurbished, and salvaged products are not considered recycled.

E. Wood fabricated from timber abandoned in transit to original mill is considered reused, not recycled.

F. Determine percentage of recycled content of any item by dividing the weight of recycled content in the item by the total weight of all material in the item.

G. Determine value of recycled content of each item separately, by multiplying the content percentage by the value of the item.

H. Acceptable Evidence:

1. For percentage of recycled content, information from manufacturer.
2. For cost, Contractor's cost data.

### **PART 2 PRODUCTS**

#### **2.01 NEW PRODUCTS**

A. Provide new products unless specifically required or permitted by the Contract Documents.

B. DO NOT USE products having any of the following characteristics:

1. Made using or containing CFC's or HCFC's.
2. Containing lead, cadmium, asbestos.

## **2.02 PRODUCT OPTIONS**

- A. Products Specified by Reference Standards or by Description Only: Use any product meeting those standards or description.
- B. Products Specified by Naming One or More Manufacturers: Use a product of one of the manufacturers named and meeting specifications, no options or substitutions allowed.
- C. Products Specified by Naming One or More Manufacturers with a Provision for Substitutions: Submit a request for substitution for any manufacturer not named.

## **2.03 MAINTENANCE MATERIALS**

- A. Furnish extra materials, spare parts, tools, and software of types and in quantities specified in individual specification sections.
- B. Deliver to Project site; obtain receipt prior to final payment.

## **PART 3 EXECUTION**

### **3.01 TRANSPORTATION AND HANDLING**

- A. Package products for shipment in a manner to prevent damage; for equipment, packaging to avoid loss of factory calibration.
- B. If special precautions are required, attach instructions prominently and legibly on the outside of packaging.
- C. Coordinate schedule of product delivery to designated prepared areas in order to minimize site storage time and potential damage to stored materials.
- D. Transport and handle products in accordance with manufacturer's instructions.
- E. Transport materials in covered trucks to prevent contamination of product and littering of surrounding areas.
- F. Promptly inspect shipments to ensure that products comply with requirements, quantities are correct, and products are undamaged.
- G. Provide equipment and personnel to handle products by methods to prevent soiling, disfigurement, or damage, and to minimize handling.
- H. Arrange for the return of packing materials, such as wood pallets, where economically feasible.

### **3.02 STORAGE AND PROTECTION**

- A. Designate receiving/storage areas for incoming products so that they are delivered according to installation schedule and placed convenient to work area in order to minimize waste due to excessive materials handling and misapplication.
- B. Store and protect products in accordance with manufacturers' instructions.
- C. Store with seals and labels intact and legible.
- D. Store sensitive products in weather tight, climate controlled, enclosures in an environment favorable to product.
- E. For exterior storage of fabricated products, place on sloped supports above ground.
- F. Protect products from damage or deterioration due to construction operations, weather, precipitation, humidity, temperature, sunlight and ultraviolet light, dirt, dust, and other contaminants.
- G. Comply with manufacturer's warranty conditions, if any.
- H. Cover products subject to deterioration with impervious sheet covering. Provide ventilation to prevent condensation and degradation of products.
- I. Prevent contact with material that may cause corrosion, discoloration, or staining.
- J. Provide equipment and personnel to store products by methods to prevent soiling, disfigurement, or damage.
- K. Arrange storage of products to permit access for inspection. Periodically inspect to verify products are undamaged and are maintained in acceptable condition.

**END OF SECTION 01 60 00**

## **EXECUTION AND CLOSEOUT REQUIREMENTS**

### **SECTION 01 70 00**

#### **PART 1 GENERAL**

##### **1.01 SUMMARY**

**A. Inclusions:**

1. Examination, preparation, and general installation procedures.
2. Surveying for laying out the work.
3. Pre-installation meetings.
4. Cutting and patching.
5. Cleaning and protection.
6. Demonstration and instruction of Owner personnel.
7. Closeout procedures, including Contractor's Correction Punch List, except payment procedures.
8. General requirements for maintenance service.

**B. Related Requirements**

1. Section 01 11 00: Summary of Work:
  - a. Limitations on working in existing building; continued occupancy; work sequence; identification of salvaged and relocated materials.
2. Section 01 30 00: Administrative Requirements
  - a. Submittals procedures, electronic document submittal service.
3. Section 01 40 00: Quality Requirements
4. Section 01 45 23: Tests and Inspections
  - a. Testing and inspection procedures.
5. Section 01 50 00: Temporary Facilities and Controls
  - a. Temporary exterior enclosures and interior partitions.
6. Section 01 79 00: Demonstration and Training
  - a. Demonstration of products and systems to be commissioned and where indicated in specific specification sections
7. Individual Product Specification Sections:
  - a. Advance notification to other sections of openings required in work of those sections.
  - b. Limitations on cutting structural members.

##### **1.02 REFERENCE STANDARDS**

- A. NFPA 241 - Standard for Safeguarding Construction, Alteration, and Demolition Operations; 2013.

##### **1.03 SUBMITTALS**

- A. See Section 01 30 00 "Administrative Requirements" for submittal procedures.

- B. Survey work: Submit name, address, and telephone number of Surveyor before starting survey work.
  - 1. On request, submit documentation verifying accuracy of survey work.
  - 2. Submit a copy of site drawing signed by the Land Surveyor, that the elevations and locations of the work are in conformance with Contract Documents.
  - 3. Submit surveys and survey logs for the project record.
- C. Cutting and Patching: Submit written request in advance of cutting or alteration that affects:
  - a. Structural integrity of any element of Project.
  - b. Integrity of weather exposed or moisture resistant element.
  - c. Efficiency, maintenance, or safety of any operational element.
  - d. Visual qualities of sight exposed elements.
  - e. Work of Owner or separate Contractor.
- D. Project Record Documents: Accurately record actual locations of capped and active utilities.

#### **1.04 QUALIFICATIONS**

- A. For survey work, employ a land surveyor registered in the State in which the Project is located and acceptable to Architect. Submit evidence of Surveyor's Errors and Omissions insurance coverage in the form of an Insurance Certificate.
- B. For field engineering, employ a professional engineer of the discipline required for specific service on Project, licensed in the State in which the Project is located.

#### **1.05 PROJECT CONDITIONS**

- A. Use of explosives is not permitted.
- B. Grade site to drain. Maintain excavations free of water. Provide, operate, and maintain pumping equipment.
- C. Protect site from puddling or running water. Provide water barriers as required to protect site from soil erosion.
- D. Ventilate enclosed areas to assist cure of materials, to dissipate humidity, and to prevent accumulation of dust, fumes, vapors, or gases.
- E. Dust Control: Execute work by methods to minimize raising dust from construction operations. Provide positive means to prevent air-borne dust from dispersing into atmosphere and over adjacent property.
  - 1. Provide dust-proof enclosures to prevent entry of dust generated outdoors.
  - 2. Provide dust-proof barriers between construction areas and areas continuing to be occupied by Owner.

- F. Erosion and Sediment Control: Plan and execute work by methods to control surface drainage from cuts and fills, from borrow and waste disposal areas. Prevent erosion and sedimentation.
  - 1. Minimize amount of bare soil exposed at one time.
  - 2. Provide temporary measures such as berms, dikes, and drains, to prevent water flow.
  - 3. Periodically inspect earthwork to detect evidence of erosion and sedimentation; promptly apply corrective measures.
- G. Noise Control: Provide methods, means, and facilities to minimize noise produced by construction operations.
- H. Pest and Rodent Control: Provide methods, means, and facilities to prevent pests and insects from damaging the work.
- I. Rodent Control: Provide methods, means, and facilities to prevent rodents from accessing or invading premises.
- J. Pollution Control: Provide methods, means, and facilities to prevent contamination of soil, water, and atmosphere from discharge of noxious, toxic substances, and pollutants produced by construction operations. Comply with federal, state, and local regulations.

## **1.06 COORDINATION**

- A. See Section 01 11 00 "Summary of Work" for occupancy-related requirements.
- B. Coordinate scheduling, submittals, and work of the various sections of the Project Manual to ensure efficient and orderly sequence of installation of interdependent construction elements, with provisions for accommodating items installed later.
- C. Notify affected utility companies and comply with their requirements.
- D. Verify that utility requirements and characteristics of new operating equipment are compatible with building utilities. Coordinate work of various sections having interdependent responsibilities for installing, connecting to, and placing in service, such equipment.
- E. Coordinate space requirements, supports, and installation of mechanical and electrical work that are indicated diagrammatically on drawings. Follow routing indicated for pipes, ducts, and conduit, as closely as practicable; place runs parallel with lines of building. Utilize spaces efficiently to maximize accessibility for other installations, for maintenance, and for repairs.
- F. In finished areas except as otherwise indicated, conceal pipes, ducts, and wiring within the construction. Coordinate locations of fixtures and outlets with finish elements.



- G. Coordinate completion and clean-up of work of separate sections.
- H. After Owner occupancy of premises, coordinate access to site for correction of defective work and work not in accordance with Contract Documents, to minimize disruption of Owner's activities.

## **PART 2 PRODUCTS**

### **2.01 PATCHING MATERIALS**

- A. New Materials: As specified in product sections; match existing products and work for patching and extending work.
- B. Type and Quality of Existing Products: Determine by inspecting and testing products where necessary, referring to existing work as a standard.
- C. Product Substitution: For any proposed change in materials, submit request for substitution described in Section 01 60 00 "Product Requirements".

## **PART 3 EXECUTION**

### **3.01 EXAMINATION**

- A. Verify that existing site conditions and substrate surfaces are acceptable for subsequent work. Start of work means acceptance of existing conditions.
- B. Verify that existing substrate is capable of structural support or attachment of new work being applied or attached.
- C. Examine and verify specific conditions described in individual specification sections.
- D. Take field measurements before confirming product orders or beginning fabrication, to minimize waste due to over-ordering or misfabrication.
- E. Verify that utility services are available, of the correct characteristics, and in the correct locations.
- F. Prior to Cutting: Examine existing conditions prior to commencing work, including elements subject to damage or movement during cutting and patching. After uncovering existing work, assess conditions affecting performance of work. Beginning of cutting or patching means acceptance of existing conditions.

### **3.02 PREPARATION**

- A. Clean substrate surfaces prior to applying next material or substance.
- B. Seal cracks or openings of substrate prior to applying next material or substance.

- C. Apply manufacturer required or recommended substrate primer, sealer, or conditioner prior to applying any new material or substance in contact or bond.

### **3.03 PREINSTALLATION MEETINGS**

- A. When required in individual specification sections, convene a preinstallation meeting at the site prior to commencing work of the section.
- B. Require attendance of parties directly affecting, or affected by, work of the specific section.
- C. Notify Architect four (4) days in advance of meeting date.
- D. Prepare agenda and preside at meeting:
  - 1. Review conditions of examination, preparation, and installation procedures.
  - 2. Review coordination with related work.
- E. Record minutes and distribute copies within two days after meeting to participants, with two copies to Architect, Owner, participants, and those affected by decisions made.

### **3.04 LAYING OUT THE WORK**

- A. Verify locations of survey control points prior to starting work.
- B. Promptly notify Architect of any discrepancies discovered.
- C. Owner will locate and protect survey control and reference points.
- D. Control datum for survey is that indicated on drawings.
- E. Protect survey control points prior to starting site work; preserve permanent reference points during construction.
- F. Promptly report to Architect the loss or destruction of any reference point or relocation required because of changes in grades or other reasons.
- G. Replace dislocated survey control points based on original survey control. Make no changes without prior written notice to Architect.
- H. Utilize recognized engineering survey practices.
- I. Establish elevations, lines and levels. Locate and lay out by instrumentation and similar appropriate means:
  - 1. Site improvements including pavements; stakes for grading, fill and topsoil placement; utility locations, slopes and invert elevations.
  - 2. Grid or axis for structures.
  - 3. Building foundation, column locations and ground floor elevations.

- J. Periodically verify layouts by same means.
- K. Maintain a complete and accurate log of control and survey work as it progresses.
- L. On completion of foundation walls and major site improvements, prepare a certified survey illustrating dimensions, locations, angles, and elevations of construction and site work.

### **3.05 GENERAL INSTALLATION REQUIREMENTS**

- A. Install products as specified in individual sections, in accordance with manufacturer's instructions and recommendations, and to avoid waste due to necessity for replacement.
- B. Make vertical elements plumb and horizontal elements level, unless otherwise indicated.
- C. Install equipment and fittings plumb and level, neatly aligned with adjacent vertical and horizontal lines, unless otherwise indicated.
- D. Make consistent texture on surfaces, with seamless transitions, unless otherwise indicated.
- E. Make neat transitions between different surfaces, maintaining texture and appearance.

### **3.06 CUTTING AND PATCHING**

- A. Whenever possible, execute the work by methods that avoid cutting or patching.
- B. Perform whatever cutting and patching is necessary to:
  - 1. Complete the work.
  - 2. Fit products together to integrate with other work.
  - 3. Provide openings for penetration of mechanical, electrical, and other services.
  - 4. Match work that has been cut to adjacent work.
  - 5. Repair areas adjacent to cuts to required condition.
  - 6. Repair new work damaged by subsequent work.
  - 7. Remove samples of installed work for testing when requested.
  - 8. Remove and replace defective and non-conforming work.
- C. Execute work by methods that avoid damage to other work and that will provide appropriate surfaces to receive patching and finishing. In existing work, minimize damage and restore to original condition.
- D. Employ original installer to perform cutting for weather exposed and moisture resistant elements, and sight exposed surfaces.

- E. Cut rigid materials using masonry saw or core drill. Pneumatic tools not allowed without prior approval.
- F. Restore work with new products in accordance with requirements of Contract Documents.
- G. Fit work airtight to pipes, sleeves, ducts, conduit, and other penetrations through surfaces.
- H. At penetrations of fire rated walls, partitions, ceiling, or floor construction, completely seal voids with fire rated material in accordance with Section 07 84 00, "Firestopping" to full thickness of the penetrated element.
- I. Patching:
  - 1. Finish patched surfaces to match finish that existed prior to patching. On continuous surfaces, refinish to nearest intersection or natural break. For an assembly, refinish entire unit.
  - 2. Match color, texture, and appearance.
  - 3. Repair patched surfaces that are damaged, lifted, discolored, or showing other imperfections due to patching work. If defects are due to condition of substrate, repair substrate prior to repairing finish.

### **3.07 PROGRESS CLEANING**

- A. Maintain areas free of waste materials, debris, and rubbish. Maintain site in a clean and orderly condition throughout the project.
- B. Remove debris and rubbish from pipe chases, plenums, attics, crawl spaces, and other closed or remote spaces, prior to enclosing the space.
- C. Broom and vacuum clean interior areas prior to start of surface finishing and continue cleaning to eliminate dust.
- D. Collect and remove waste materials, debris, and trash/rubbish from site periodically and dispose off-site; do not burn or bury.

### **3.08 PROTECTION OF INSTALLED WORK**

- A. Protect installed work from damage by construction operations.
- B. Provide special protection where specified in individual specification sections.
- C. Provide temporary and removable protection for installed products. Control activity in immediate work area to prevent damage.
- D. Provide protective coverings at walls, projections, jambs, sills, and soffits of openings.

- E. Protect finished floors, stairs, and other surfaces from traffic, dirt, wear, damage, or movement of heavy objects, by protecting with durable sheet materials.
- F. Prohibit traffic or storage upon waterproofed or roofed surfaces. If traffic or activity is necessary, obtain recommendations for protection from waterproofing or roofing material manufacturer.
- G. Remove protective coverings when no longer needed; reuse or recycle coverings if possible.

### **3.09 DEMONSTRATION AND INSTRUCTION**

- A. See Section 01 79 00 "Demonstration and Training".

### **3.10 ADJUSTING**

- A. Adjust operating products and equipment to ensure smooth and unhindered operation.

### **3.11 FINAL CLEANING**

- A. Execute final cleaning prior to final project assessment.
  - 1. Clean areas to be occupied by Owner prior to final completion before Owner occupancy.
- B. Use cleaning materials that are nonhazardous.
- C. Clean interior and exterior glass, surfaces exposed to view; remove temporary labels, stains and foreign substances, polish transparent and glossy surfaces, vacuum carpeted and soft surfaces.
- D. Remove all labels that are not permanent. Do not paint or otherwise cover fire test labels or nameplates on mechanical and electrical equipment.
- E. Clean equipment and fixtures to a sanitary condition with cleaning materials appropriate to the surface and material being cleaned.
- F. Clean filters of operating equipment.
- G. Clean debris from roofs, gutters, downspouts, and drainage systems.
- H. Clean site: sweep paved areas, rake clean landscaped surfaces.
- I. Remove waste, surplus materials, trash/rubbish, and construction facilities from the site; dispose of in legal manner; do not burn or bury.

### 3.12 CLOSEOUT PROCEDURES

- A. Make submittals that are required by governing or other authorities.
  - 1. Provide copies to Architect and Owner.
- B. Make submittals (samples at the end of the Section) for close-out as follows:
  - 1. Record drawings and specifications.
  - 2. Operation and Maintenance (O&M) manuals.
  - 3. Disabled Veterans Business Enterprises Certification (*school projects only*)
  - 4. Consent of Surety (*school projects only*)
  - 5. Bacteriological Test Report Certification
  - 6. Air Balance Report
  - 7. Extra Materials Stock
- C. Accompany Architect and Project Inspector on preliminary inspection to determine items to be listed for completion or correction in the Contractor's Correction Punch List for Contractor's comprehensive list of items to be completed or corrected.
- D. Notify Architect when work is considered ready for Architect's Final Construction Compliance Inspection.
- E. Submit written certification containing Contractor's Correction Punch List, that Contract Documents have been reviewed, work has been inspected, and that work is complete in accordance with Contract Documents and ready for Architect's Notice of Completion inspection.
- F. Owner will occupy portions of the building as specified in Section 01 11 00 "Summary of Work".
- G. Conduct Substantial Completion inspection and create Final Correction Punch List containing Architect's and Contractor's comprehensive list of items identified to be completed or corrected and submit to Architect.
- H. Correct items of work listed in Final Correction Punch List and comply with requirements for access to Owner-occupied areas.
- I. Notify Architect when work is considered finally complete and ready for Architect's Construction Compliance final inspection.

### 3.13 MAINTENANCE

- A. Provide service and maintenance of components indicated in specification sections.
- B. Maintenance Period: As indicated in specification sections or, if not indicated, not less than one year from the Date of Notice of Completion or the length of the specified warranty, whichever is longer.

- C. Examine system components at a frequency consistent with reliable operation. Clean, adjust, and lubricate as required.
- D. Include systematic examination, adjustment, and lubrication of components. Repair or replace parts whenever required. Use parts produced by the manufacturer of the original component.
- E. Maintenance service shall not be assigned or transferred to any agent or subcontractor without prior written consent of the Owner.

**END OF SECTION 01 70 00**

# CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL

## SECTION 01 74 00

### PART 1 GENERAL

#### 1.01 SUMMARY

A. Inclusions:

1. Waste Management Requirements:

- a. California Green Building Standards Code 2022 (Title 24, Part 11), Section 5.408.1 requires this project recycle and/or salvage for reuse a minimum of 65% of the non-hazardous construction and demolition waste and demolition waste.
- b. Employ processes that ensure the generation of as little waste as possible due to error, poor planning, breakage, mishandling, contamination, or other factors.
- c. Required Recycling, Salvage and Reuse: The following **may not be disposed** of in landfills or by incineration:
  - 1) Aluminum and plastic beverage containers.
  - 2) Corrugated cardboard.
  - 3) Wood pallets.
  - 4) Clean dimensional wood: May be used as blocking or furring.
  - 5) Land clearing debris, including brush, branches, logs, and stumps.
  - 6) Concrete: May be crushed and used as riprap, aggregate, sub-base material or fill if acceptable to the Soils Engineer.
  - 7) Bricks: May be used on project if whole, or crushed and used as landscape cover, sub-base material, or fill.
  - 8) Concrete masonry units: May be used for erosion control or landscape features.
  - 9) Precast concrete panels: May be used for erosion control or landscape features.
  - 10) Asphalt paving: May be recycled into paving for project.
  - 11) Metals, including packaging banding, metal studs, sheet metal, structural steel, piping, reinforcing bars, door frames, and other items made of steel, iron, galvanized steel, stainless steel, aluminum, copper, zinc, lead, brass, and bronze.
  - 12) Glass.
  - 13) Gypsum drywall and plaster.
  - 14) Plastic buckets.
  - 15) Carpet, carpet cushion, carpet tile, and carpet remnants, both new and removed: DuPont (<http://flooring.dupont.com>) and Interface ([www.interfaceinc.com](http://www.interfaceinc.com)) conduct reclamation programs.
  - 16) Asphalt roofing shingles.
  - 17) Paint.
  - 18) Plastic sheeting.



- 19) Rigid foam insulation.
- 20) Windows, doors, and door hardware.
- 21) Plumbing fixtures.
- 22) Mechanical and electrical equipment.
- 23) Fluorescent lamps (light bulbs).
- 24) Acoustical ceiling tile and panels.
- d. Certification for this project is dependent on diversion of 65 %, by weight, of potential landfill trash/waste by recycling and/or salvage.
- e. The following recycling incentive programs are mandatory for this project: Contractor is responsible for implementation:
  - 1) \_\_\_\_\_: Revenue or savings accrue to Contractor.
  - 2) \_\_\_\_\_: Rebates and credits must be applied for by Owner and shall accrue to Owner.
- f. Owner has decided for salvage of the following materials by others:
  - 1) \_\_\_\_\_: Recipient will provide containers and pick up.
  - 2) \_\_\_\_\_: Contractor shall deliver to recipient's location at \_\_\_\_\_ weekly.
- g. Contractor shall develop and follow a Waste Management Plan designed to implement these requirements.
- h. The following sources may be useful in developing the Waste Management Plan:
  - 1) State Recycling Department, at \_\_\_\_\_.
  - 2) Recycling Haulers and Markets: The attached list contains local haulers and markets for recyclable materials. This list is provided for information only and is not necessarily comprehensive; other haulers and markets are acceptable.
  - 3) Recycling Economics Information: The attached list contains information that may be useful in estimating the costs or savings or recycling options.
- i. Methods of trash/waste disposal that **are not acceptable** are:
  - 1) Burning on the project site.
  - 2) Burying on the project site.
  - 3) Dumping or burying on other property, public or private.
  - 4) Other illegal dumping or burying.
  - 5) Incineration, either on- or off-site.
- j. Regulatory Requirements: Contractor is responsible for knowing and complying with regulatory requirements, including but not limited to Federal, state, and local requirements, pertaining to legal disposal of all construction and demolition waste materials.

B. Related Sections:

- 1. Section 01 11 00                      Summary of Work
  - a. List of items to be salvaged from the existing building for relocation in project or for Owner.

2. Section 01 30 00 Administrative Requirements
  - a. Additional requirements for project meetings, reports, submittal procedures, and project documentation.
3. Section 01 50 00 Temporary Facilities and Controls
  - a. Additional requirements related to trash/waste collection and removal facilities and services.
4. Section 01 60 00 Product Requirements
  - a. Waste prevention requirements related to delivery, storage, and handling.
5. Section 01 70 00 Execution and Closeout Requirements
  - a. Trash/waste prevention procedures related to demolition, cutting and patching, installation, protection, and cleaning.
6. Section 31 10 00 Site Clearing
  - a. Handling and disposal of land clearing debris.

## **1.02 DEFINITIONS**

- A. Clean: Untreated and unpainted; not contaminated with oils, solvents, caulk, or the like.
- B. Construction and Demolition Waste: Solid wastes typically include building materials, packaging, trash, debris, and rubble resulting from construction, remodeling, repair, and demolition operations.
- C. Hazardous: Exhibiting the characteristics of hazardous substances, i.e., ignitibility, corrosivity, toxicity or reactivity.
- D. Nonhazardous: Exhibiting none of the characteristics of hazardous substances, i.e., ignitibility, corrosivity, toxicity, or reactivity.
- E. Nontoxic: Neither immediately poisonous to humans nor poisonous after a long period of exposure.
- F. Recyclable: The ability of a product or material to be recovered at the end of its life cycle and remanufactured into a new product for reuse by others.
- G. Recycle: To remove any waste material from the project site to another site or remanufacture it into a new product for reuse by others.
- H. Recycling: The process of sorting, cleansing, treating, and reconstituting solid waste and other discarded materials for the purpose of using the altered form. Recycling does not include burning, incinerating, or thermally destroying waste.
- I. Return: To give back reusable items or unused products to vendors for credit.
- J. Reuse: To reuse construction waste material in some manner on the project site.

- K. Salvage: To remove waste material from the project site to another site for resale or reuse by others.
- L. Sediment: Soil and other debris that has been eroded and transported by storm or well production run-off water.
- M. Source Separation: The act of keeping different types of waste materials separate beginning from the first time they become waste.
- N. Toxic: Poisonous to humans either immediately or after a long period of exposure.
- O. Trash: Any product or material unable to be reused, returned, recycled, or salvaged.
- P. Waste: Extra material or material that has reached the end of its useful life in its intended use. Waste includes salvageable, returnable, recyclable, and reusable material.

### **1.03 SUBMITTALS**

- A. See Section 01 30 00 “Administrative Requirements”, for submittal procedures.
- B. Waste Management Plan: Include the following information:
  - 1. Analysis of the trash and waste projected to be generated during the entire project construction cycle, including types and quantities.
  - 2. Landfill Options: The name, address, and telephone number of the landfill(s) where trash/waste will be disposed of the applicable landfill tipping fee(s).
  - 3. Landfill Alternatives: List all waste materials that will be diverted from landfills by reuse, salvage, or recycling.
  - 4. Meetings: Describe regular meetings to be held to address waste prevention, reduction, recycling, salvage, reuse, and disposal.
  - 5. Materials Handling Procedures: Describe the means by which materials to be diverted from landfills will be protected from contamination and prepared for acceptance by designated facilities; include separation procedures for recyclables, storage, and packaging.
  - 6. Transportation: Identify the destination and means of transportation of materials to be recycled, i.e. whether materials will be site-separated and self-hauled to designated centers, or whether mixed materials will be collected by a waste hauler.
  - 7. Recycling Incentives: Describe procedures required to obtain credits, rebates, or similar incentives.

8. Recycling Incentive Programs:
  - a. Where revenue accrues to Contractor, submit copies of documentation required to qualify for incentive.
  - b. Where revenue accrues to Owner, submit any additional documentation required by Owner in addition to information provided in periodic Waste Disposal Report.

**END OF SECTION 01 74 00**

## **DEMONSTRATION AND TRAINING SECTION 01 79 00**

### **PART 1 GENERAL**

#### **1.01 SUMMARY**

- A. Inclusions:
  - 1. Demonstration of products and systems to be commissioned and where indicated in specific specification sections.
  - 2. Training of Owner personnel in operation and maintenance is required for:
    - a. All software-operated systems.
    - b. HVAC systems and equipment.
    - c. Plumbing equipment.
    - d. Electrical systems and equipment.
    - e. Items specified in individual product Sections.
  - 3. Training of Owner personnel in care, cleaning, maintenance, and repair is required for:
    - a. Roofing and other weather-exposed or moisture protection products.
    - b. Finishes, including flooring, wall finishes, ceiling finishes.
    - c. Fixtures and fittings.
    - d. Items specified in individual product Sections.
- B. Related Sections:
  - 1. Section 01 70 00            Execution and Closeout Requirements
  - 2. Other Specification Sections: Additional requirements for demonstration and training.

#### **1.02 SUBMITTALS**

- A. See Section 01 30 00 "Administrative Requirements", for submittal procedures; except:
  - 1. Make all submittals specified in this section, and elsewhere where indicated for commissioning purposes, directly to the Commissioning Authority.
  - 2. Submit one copy to the Commissioning Authority, not to be returned.
  - 3. Make commissioning submittals on time schedule specified by Commissioning Authority.
  - 4. Submittals indicated as "Draft" are intended for the use of the Commissioning Authority in preparation of overall Training Plan; submit in editable electronic format, Microsoft Word 2010 preferred.
- B. Draft Training Plans: Owner will designate personnel to be trained; tailor training to needs and skill-level of attendees.
  - 1. Submit to Architect for transmittal to Owner.
  - 2. Submit to Commissioning Authority for review and inclusion in overall training plan.

3. Submit not less than four weeks prior to start of training.
  4. Revise and resubmit until acceptable.
  5. Provide an overall schedule showing all training sessions.
  6. Include at least the following for each training session:
    - a. Identification, date, time, and duration.
    - b. Description of products and/or systems to be covered.
    - c. Name of firm and person conducting training; include qualifications.
    - d. Intended audience, such as job description.
    - e. Objectives of training and suggested methods of ensuring adequate training.
    - f. Methods to be used, such as classroom lecture, live demonstrations, hands-on, etc.
    - g. Media to be used, such as slides, hand-outs, etc.
    - h. Training equipment required, such as projector, projection screen, etc., to be provided by Contractor.
- C. Training Manuals: Provide training manual for each attendee; allow for minimum of two attendees per training session.
1. Include applicable portion of O&M manuals.
  2. Include copies of all hand-outs, slides, overheads, video presentations, etc., that are not included in O&M manuals.
  3. Provide one extra copy of each training manual to be included with operation and maintenance data.
- D. Training Reports:
1. Identification of each training session, date, time, and duration.
  2. Sign-in sheet showing names and job titles of attendees.
  3. List of attendee questions and written answers given, including copies of and references to supporting documentation required for clarification; include answers to questions that could not be answered in original training session.
  4. Include Commissioning Authority's formal acceptance of training session.

### **1.03 QUALITY ASSURANCE**

- A. Instructor Qualifications: Familiar with design, operation, maintenance and troubleshooting of the relevant products and systems.
1. Provide as instructors the most qualified trainer of those contractors and/or installers who actually supplied and installed the systems and equipment.
  2. Where a single person is not familiar with all aspects, provide specialists with necessary qualifications.

## **PART 2 PRODUCTS - NOT USED**

## **PART 3 EXECUTION**

### **3.01 DEMONSTRATION – GENERAL**

- A. Demonstrations conducted during system start-up do not qualify as demonstrations for the purposes of this section, unless approved in advance by Owner.
- B. Demonstrations conducted during Functional Testing need not be repeated unless an Owner personnel training is specified.
- C. Demonstration may be combined with Owner personnel training if applicable.
- D. Operating Equipment and Systems: Demonstrate operation in all modes, including start-up, shut-down, seasonal changeover, emergency conditions, and troubleshooting, and maintenance procedures, including scheduled and preventive maintenance.
  - 1. Perform demonstrations not less than two weeks prior to Notice of Completion.
  - 2. For equipment or systems requiring seasonal operation, perform demonstration for other season within six months.
- E. Non-Operating Products: Demonstrate cleaning, scheduled and preventive maintenance, and repair procedures.
  - 1. Perform demonstrations not less than two weeks prior to Notice of Completion.

### **3.02 TRAINING – GENERAL**

- A. Commissioning Authority will prepare the Training Plan based on draft plans submitted.
- B. Conduct training on-site unless otherwise indicated.
- C. Owner will provide classroom and seating at no cost to Contractor.
- D. Do not start training until Functional Testing is complete, unless otherwise specified or approved by the Commissioning Authority.
- E. Provide training in minimum two-hour segments.
- F. The Commissioning Authority is responsible for determining that the training was satisfactorily completed and will provide approval forms.
- G. Training schedule will be subject to availability of Owner's personnel to be trained; re-schedule training sessions as required by Owner; once schedule has been approved by Owner failure to conduct sessions according to schedule will be cause for Owner to charge Contractor for personnel "show-up" time. Review of Facility Policy on Operation and Maintenance Data: During training discuss:
  - 1. The location of the O&M manuals and procedures for use and preservation; backup copies.

2. Typical contents and organization of all manuals, including explanatory information, system narratives, and product specific information.
  3. Typical uses of the O&M manuals.
- H. Product- and System-Specific Training:
1. Review the applicable O&M manuals.
  2. For systems, provide an overview of system operation, design parameters and constraints, and operational strategies.
  3. Review instructions for proper operation in all modes, including start-up, shut-down, seasonal changeover and emergency procedures, and for maintenance, including preventative maintenance.
  4. Provide hands-on training on all operational modes possible and preventive maintenance.
  5. Emphasize safe and proper operating requirements; discuss relevant health and safety issues and emergency procedures.
  6. Discuss common troubleshooting problems and solutions.
  7. Discuss any peculiarities of equipment installation or operation.
  8. Discuss warranties and guarantees, including procedures necessary to avoid voiding coverage.
  9. Review recommended tools and spare parts inventory suggestions of manufacturers.
  10. Review spare parts and tools required to be furnished by Contractor.
  11. Review spare parts suppliers and sources and procurement procedures.
- I. Be prepared to answer questions raised by training attendees; if unable to answer during training session, provide written response within three days.

**END OF SECTION 01 79 00**



# PAINTING SPECIFICATION

## PART 1 - GENERAL

### 1.1 SUMMARY

A. Section includes surface preparation and the application of paint systems on

1. Exterior substrates:
2. The following Exterior substrates:
  - Concrete
  - Steel
  - Galvanized metal
  - Wood

B. The location of the work to be performed is:

Lakeside School  
14535 Old River Road  
Bakersfield, CA 93311

### 1.2 DEFINITIONS

- A. Gloss Level 1: Not more than 5 units at 60 degrees and 10 units at 85 degrees, according to ASTM D 523.
- B. Gloss Level 2: Not more than 10 units at 60 degrees and 35 units at 85 degrees, according to ASTM D 523
- C. Gloss Level 3: 10 to 25 units at 60 degrees and 10 to 35 units at 85 degrees, according to ASTM D 523.
- D. Gloss Level 4: 20 to 35 units at 60 degrees and not less than 35 units at 85 degrees, according to ASTM D 523.
- E. Gloss Level 5: 35 to 70 units at 60 degrees, according to ASTM D 523.
- F. Gloss Level 6: 70 to 85 units at 60 degrees, according to ASTM D 523.
- G. Gloss Level 7: More than 85 units at 60 degrees, according to ASTM D 523.
- H. EG: Ethylene Glycol. Ethylene glycol is listed as a hazardous air pollutant (HAP) by the U.S. EPA
- I. Blocking: Two painted surfaces sticking together such as a painted door sticking to a painted jamb.
- J. RAVOC: Reactivity adjusted VOC 'Reactivity' means the ability of a VOC to promote ozone formation.
- K. PDCA: Painting & Decorating Contractors of America [www.pdca.org](http://www.pdca.org)
- L. SSPC: Scopes of SSPC Surface Preparation Standards and Specifications. [www.sspc.org](http://www.sspc.org)
- M. Owner – usage of the term "Owner" shall be construed to mean the actual owner of the Property or a duly authorized representative of the owner.
- N. Property – usage of the term "Property" shall be construed to mean the property location identified in paragraph 1.1 B. 1. of this specification at which location the work shall be performed.

- O. Painting Contractor – usage of the term “Contractor” shall be construed to mean the 3rd party contractor performing the painting portion of the project.

### 1.3 ACTION SUBMITTALS

- A. Product Data: For each type of product. Include preparation requirements and application instructions.
- B. Samples for Initial Selection: For each type of topcoat product.
- C. Samples for Verification: For each type of paint system and each color and gloss of topcoat.
  - 1. Submit Samples on rigid backing, no smaller than 7 inches by 10 inches (177.8 mm by 254 mm) or larger than 8.5 inches by 11 inches (215.9 mm by 279.4 mm).
  - 2. Label each Sample for project, owner’s agent, general contractor, painting contractor, paint color name and number, paint brand name, 'P' number if applicable, and application area.
- D. Product List: For each product indicated, include the following:
  - 1. Cross-reference to paint system and locations of application areas.
  - 2. VOC content.

### 1.4 MAINTENANCE MATERIAL SUBMITTALS

- A. Furnish extra materials from the same product run that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.
  - 1. Ten [10] percent, but not less than [1 gal. (3.8 L)] of each material and color applied.

### 1.5 QUALITY ASSURANCE

- A. Mockups: Apply mockups of each paint system indicated and each color and finish selected to verify preliminary selections made under Sample submittals and to demonstrate aesthetic effects and set quality standards for materials and execution.
  - 1. Owner’s agent will select one surface to represent surfaces and conditions for application of each paint system specified in Part 3.
    - a. Vertical and Horizontal Surfaces: Provide samples of at least 100 sq. ft. (9 sq. m).
    - b. Other Items: owner’s agent will designate items or areas required.
  - 2. Final approval of color selections will be based on mockups.
    - a. If preliminary color selections are not approved, apply additional mockups of additional colors selected by owner’s agent at a cost to be agreed upon by Contractor and Owner.
  - 3. Approval of mockups does not constitute approval of deviations from the paint systems indicated unless owner’s agent specifically approves such deviations in writing.
  - 4. Subject to compliance with requirements, approved mockups may become part of the completed Work if undisturbed at time of Substantial Completion.

### 1.6 DELIVERY, STORAGE, AND HANDLING

- A. Store materials not in use in tightly covered containers in well-ventilated areas with ambient temperatures continuously maintained at not less than 45 deg F (7 deg C) or more than 120 deg F (49 deg C).
  - 1. Maintain containers in clean condition, free of foreign materials and residue.
  - 2. Remove rags and waste from storage areas daily.

## 1.7 FIELD CONDITIONS

- A. Surfaces must be clean and moisture free. Prime and paint as soon as possible. Do not apply paints in snow, rain, fog, or mist. No painting shall be done immediately after rain or foggy weather or when the temperature is below 50 °F. Substrate temperature must be 5 °F or more above dew point temperature while painting and during the coating's cure time. Avoid painting surfaces while they are exposed to a full, hot sun.
- B. Painting contractor should follow proper painting practices and exercise judgment based on his or her experience and project specific conditions as to when to proceed.
- C. WIND VELOCITY: Excessive wind velocity can seriously impair spray application, resulting in significant material loss, low film build, excessive dry spray or overspray, plus the possibility of depositing airborne spray mist on unprotected surfaces downwind from the work. Some of these adverse effects can be compensated for by material and equipment adjustments if winds are not too high. Generally speaking, wind velocity 15 m.p.h. or higher can cause sufficient spray application problems, in which case suspending work until conditions improve should be considered.

## PART 2 - PRODUCTS

### 2.1 MANUFACTURERS

- A. Basis-of-Design Product: Subject to compliance with requirements, provide products manufactured or distributed by the Dunn-Edwards Corporation.

### 2.2 PAINT, GENERAL

- A. Material Compatibility:
  - 1. Provide materials for use within each paint system that are compatible with one another and substrates indicated, under conditions of service and application as demonstrated by manufacturer, based on testing and field experience.
  - 2. For each coat in a paint system, provide products recommended in writing by manufacturers of topcoat for use in paint system and on substrate indicated.
- B. VOC Content: Provide materials that comply with VOC limits of authorities having jurisdiction.
- C. Colorants: The use of colorants containing hazardous chemicals, such as ethylene glycol, is prohibited.
- D. Colors: As Selected by owner's agent from manufacturer's full range.
  - 1. Where color is selected prior to bid submittal, Contractor shall bid [one (1)], [two (2)], or more finish coats, as appropriate to the color selected, and shall expressly state number of finish and prime coats and type (full or spot) of prime coat.

2. When the final color has not been selected prior to bid submittal, Contractor may need to bid additional coats when submitting their bid. The Owner should be aware that if a color is chosen following the bid process and the color is significantly different from original color, a change order for an additional finish coat might be required.

## 2.3 SOURCE QUALITY CONTROL

- A. Testing of Paint Materials: Owner reserves the right to invoke the following procedure.
  1. Owner may engage the services of a qualified testing agency to sample paint materials. Contractor will be notified in advance and may be present when samples are taken. If paint materials have already been delivered to Project site, samples may be taken at Project site. Samples will be identified, sealed, and certified by testing agency.
  2. Testing agency will perform tests for compliance with product requirements.
  3. Owner may direct Contractor to stop applying paints if test results show materials being used do not comply with product requirements. Contractor shall remove non-complying paint materials from Project site, pay for testing, and repaint surfaces painted with rejected materials. Contractor will comply with requirements to use compatible products and systems as described in Paragraph 2.2.A. Contractor will be required to remove rejected materials from previously painted surfaces if, on repainting with complying materials, the two paints are incompatible.

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Examine substrates and conditions, with Applicator present, for compliance with requirements for maximum moisture content and other conditions affecting performance of the Work.
- B. Maximum Moisture Content of Substrates: When measured with an electronic moisture meter as follows:

#### Interior Substrates:

1. Concrete: 11 percent or less.
2. Masonry (Clay and CMU): 11 percent or less.
3. Wood: 8 percent or less.
4. Plaster: 5 percent or less.
5. Gypsum Board: 5 percent or less.

#### Exterior Substrates:

1. Concrete: 11 percent or less.
2. Masonry (Clay and CMU): 11 percent or less.
3. Wood: 15 percent or less.
4. Plaster: 5 percent or less.

- C. Portland Cement Plaster Substrates: Verify that plaster is fully cured, including pH testing to determine that alkalinity is within limits established by the manufacturer.
- D. Interior and/or exterior Gypsum Board Substrates: Verify that finishing compound is sanded smooth.
- E. Concrete floors require a calcium chloride test to measure hydrostatic pressure. Consult floor coating manufacturer with test results prior to beginning surface preparation.
- F. Verify suitability of substrates, including surface conditions and compatibility with existing finishes and primers.
- G. Proceed with coating application only after unsatisfactory conditions have been corrected.
  - 1. Application of coating indicates acceptance of surfaces and conditions.

### 3.2 PREPARATION

- A. Comply with manufacturer's written instructions applicable to substrates and paint systems indicated.
- B. Scraping or sanding surfaces of older buildings (especially pre-1978) may release dust containing lead or asbestos. EXPOSURE TO LEAD OR ASBESTOS CAN BE VERY HAZARDOUS TO YOUR HEALTH. Always wear appropriate personal protective equipment during surface preparation, and finish cleanup of any residues by water-washing all surfaces. For more information, see Dunn-Edwards brochure on "Surface Preparation Safety" or call EPA's National Lead Information Hotline at 1-800-424-LEAD, or visit [www.epa.gov/lead](http://www.epa.gov/lead) or [www.epa.gov/asbestos](http://www.epa.gov/asbestos), or contact your state or local Health Department.
- C. Remove hardware, covers, plates, and similar items already in place that are removable and are not to be painted. If removal is impractical or impossible because of size or weight of item, provide surface-applied protection before surface preparation and painting.
  - 1. After completing painting operations, use workers skilled in the trades involved to reinstall items that were removed. Remove surface-applied protection.
- D. Clean substrates of substances that could impair bond of paints, including dust, dirt, oil, grease, and incompatible paints and encapsulants.
  - 1. Remove incompatible primers and re-prime substrate with compatible primers or apply bond coat as required to produce paint systems indicated.
- E. Where mildew is present, remove mildew by scrubbing with a commercial mildew remover, or, with a solution of one (1) part household bleach mixed in three (3) parts water by volume. The solution should be left on the surface for a minimum of twenty (20) minutes, rinsed thoroughly with clean water to remove any residue, and then allowed to dry completely prior to application of patching/caulking/prime/finish coat systems.
- F. Moisture: All areas that may cause paint failure due to moisture shall be addressed and eliminated. This would include, but is not limited to:
  - 1. Gutters and downspouts not working properly.
  - 2. Previous coats of paint not adhering properly.
  - 3. Wood checking (cracks and splits in wood).

4. Deteriorated caulking.
  5. Gaps between substrates.
  6. Rotten wood.
  7. Areas affected by water splashing.
  8. Painting in inclement weather.
  9. Painting a substrate where residual moisture exceeds limits stated in 3.1.B.
  10. Un-caulked nail holes.
- G. Pressure washing and surface preparation methods
1. Pressure wash or water blast to remove oil, grease, dirt, loose mill scale, and loose paint at pressures of 2500-3500 p.s.i. at a flow of 3.0-3.5 gallons per minute. This is the recommended standard for optimal efficiency.
- H. Prior to application of prime/finish interior and/or exterior coat systems, provide a clean, sound surface free of dust, dirt contaminants, mildew and efflorescence by use of a power wash and hand scraping or use of mechanical grinders where necessary. Additionally, areas are to be scrubbed with a bristle brush to insure complete removal of any residual salts. Remove all labels, stickers, price tags, etc. from surfaces before priming. Wood areas stamped with ink codes must be spot primed with blocking primers. Power wash areas to be coated to ensure that new salt deposits do not occur. Failure to do so may cause adhesion issues or result in delamination and invalidate any manufacturer warranty given or implied. After cleaning if there is still chalk evident, this condition must be brought to the owner's attention in writing before any further work is done.
- I. Cementitious Substrates: (concrete, stucco, masonry) Remove release agents, curing compounds, efflorescence, and chalk. Do not paint surfaces if moisture content or alkalinity of surfaces to be painted exceeds that permitted in manufacturer's written instructions.
1. Wire brush all loose and peeling paint and dust all surfaces before spot priming or applying finish coats. Industry standards apply to applications of cracks, voids, and repairs. Any areas of repair shall be patched and dried before coatings are applied. Cracks should be repaired as follows: 1. Cracks less than 1/4" wide should be filled using Dunn-Edwards Brush Grade Elastomeric Patch. 2. Cracks wider than 1/4" should be cut and scraped to a "V" shape and filled with Dunn-Edwards Trowel Grade Elastomeric Patch. Large cracks and holes may require repeated applications of patching materials to bring flush with adjacent substrate. Feather-in all repairs and caulking to blend with adjacent substrate.
  2. Large holes in stucco / plaster/ concrete will be patched with Rapid Set Premium Stucco Patch or Rapid Set Wunderfixx Concrete Patching Compound in appropriate texture to blend with existing texture. Allow stucco patch to cure to acceptable pH level (10) prior to application of prime/finish coat systems. Caulk large cracks in stucco / plaster/ cement with GE-Life Time 920.
  3. Spot prime over all patched areas, cracks, and holes then use an appropriate topping material to match existing surface level and texture.

- J. All Steel Substrates: Remove rust, loose mill scale, and shop primer if any. Clean using methods recommended in writing.
  - a. a. SSPC-SP 1, "Solvent Cleaning."
  - b. b. SSPC-SP 2, "Hand Tool Cleaning."
  - c. c. SSPC-SP 3, "Power Tool Cleaning."
1. All ferrous metals should be thoroughly cleaned and all loose rust or mill scale be removed by wire brush, scraper and/or power tool, such as an electric drill with a wire brush attachment. Any rust spots or bare metal should receive the appropriate prime coat. Rust inhibited primer to be applied on all properly prepared surfaces where rust is evident. Any hard, glossy surfaces should be dulled. Previously painted ferrous metal in sound condition should be washed down with a strong detergent-type cleaner such as Krud-Kutter or Simple Green.
2. Shop-Primed Steel Substrates: Clean field welds, bolted connections, and abraded areas of shop paint, and paint exposed areas with the same material as used for shop priming to comply with SSPC-PA 1 for touching up shop-primed surfaces.
3. Galvanized-Metal Substrates: Remove grease and oil residue from galvanized sheet metal by mechanical methods to produce clean, lightly etched surfaces that promote adhesion of subsequently applied paints.
  - a. All galvanized gutters and flashing should be thoroughly cleaned to remove loose and peeling paint.
  - b. Any bare galvanized metal should be wiped down with a non-petroleum solvent cleaner.
  - c. Prime bare metal with the specified galvanized metal primer.
  - d. Any rust on galvanized metal must be removed. Clean to bare metal and apply a rust inhibitive primer.
4. Aluminum Substrates: Remove loose surface oxidation.
- K. Wood Substrates:
  1. All deteriorated or delaminated substrates (i.e. wood, hardboard siding, T1-11) shall be replaced. Scrape and clean knots. Before applying primer, apply coat of knot sealer recommended in writing by topcoat manufacturer for interior and/or exterior use in paint system indicated.
  2. Sand and dust surfaces that will be exposed to view.
  3. Prime edges, ends, faces, undersides, and backsides of wood.
  4. After priming, fill holes and imperfections in the finish surfaces with putty or plastic wood filler. Sand smooth when dried.
  5. Spot prime all patched and filled areas as well as any new wood with the appropriate primer or sealer as stated in the Finish Schedule.

### 3.3 APPLICATION

- A. Apply paints according to manufacturer's written instructions and recommendations.
  1. Use applicators and techniques suited for paint and substrate indicated.
  2. The number of coats scheduled is the minimum number of coats required. Additional (s) shall be applied at no additional cost to the Owner, to completely hide base

- material, provide uniform color, and to produce satisfactory finish results.
3. Apply coatings without thinning except as specifically required by label directions, or required by these specifications. In such cases, thinning shall be the minimum reduction permitted.
  4. Paint surfaces behind movable items same as similar exposed surfaces. Before final installation, paint surfaces behind permanently fixed items with prime coat only.
  5. Paint both sides and edges of interior and/or exterior doors and entire exposed surface of interior and/or exterior door frames.
  6. Paint entire exposed surface of window frames and sashes.
  7. Do not paint over labels of independent testing agencies or equipment name, identification, performance rating, or nomenclature plates.
  8. Priming may not be required on items delivered with prime or shop coats, unless otherwise specified. Touch up prime coats applied by others as required ensuring an even primed surface before applying finish coat.
- B. Tint undercoats same color as topcoat, but tint each undercoat a lighter shade to facilitate identification of each coat if multiple coats of same material are to be applied. Provide sufficient difference in shade of undercoats to distinguish each separate coat.
- C. If undercoats or other conditions show through topcoat, apply additional coats until cured film has a uniform paint finish, color, and appearance.
- D. Apply paints to produce surface films without cloudiness, spotting, holidays, laps, brush marks, roller tracking, runs, sags, ropiness, or other surface imperfections. Cut in sharp lines and color breaks.
- E. Painting Fire Suppression, Plumbing, HVAC, Electrical, Communication, and Electronic Safety and Security Work:
1. Paint the following work where exposed to view:
    - a. Equipment, including panel boards.
    - b. Uninsulated metal piping.
    - c. Uninsulated plastic piping.
    - d. Pipe hangers and supports.
    - e. Metal conduit.
    - f. Plastic conduit.
    - g. Tanks that do not have factory-applied final finishes.

### 3.4 FIELD QUALITY CONTROL

- A. Dry Film Thickness Testing: Owner may engage the services of a qualified testing and inspecting agency to inspect and test paint for dry film thickness.
1. Contractor shall touch up and restore painted surfaces damaged by testing.
  2. If test results show that dry film thickness of applied paint does not comply with paint manufacturer's written recommendations, Contractor shall pay for testing and apply additional coats as needed to provide dry film thickness that complies with paint manufacturer's written recommendations.

### 3.5 CLEANING AND PROTECTION



- A. At end of each workday, remove rubbish, empty cans, rags, and other discarded materials from Project site.
- B. After completing paint application, clean spattered surfaces. Remove spattered paints by washing, scraping, or other methods. Do not scratch or damage adjacent finished surfaces.
- C. Protect work of other trades against damage from paint application. Correct damage to work of other trades by cleaning, repairing, replacing, and refinishing, as approved by owner's agent, and leave in an undamaged condition.
- D. At completion of activities of other trades, touch up and restore damaged or defaced painted surfaces.

### 3.6 Exterior PAINTING SCHEDULE

- A. Prepare, paint and finish all surfaces specified and agreed upon.
- B. Provide paint finishes of even uniform color, free from cloudy or muddled appearance. Properly correct all non-complying work to the satisfaction of owner and owner's representative and the representative of the paint manufacturer.
- C. Paint application finish schedule:

#### EXTERIOR MASONRY, Building Walls, Concrete, Freestanding Walls, Overhangs, Pop-out Accents, Soffits, Stucco

First Coat: EFF-STOP Select Masonry Primer/Sealer (ESSL00)  
 Second Coat: EVERSIELD, Exterior Flat Paint (EVSH10)  
 Third Coat: EVERSIELD, Exterior Flat Paint (EVSH10)

#### SPECIAL NOTES AND INSTRUCTIONS:

- A. Please refer to the Dunn-Edwards' Product Data Sheet for all important information, such as surface preparation and application. It is the Painting Contractor's responsibility to read and to be in conformance to this specification and to the paint manufacturer's instructions on the labels and product information sheets.

Remove any / all signage during surface preparation stage. Replace signage after surface has cured. [[Refer to Product Data Sheets for dry times]]

- B. Any / all damaged masonry surfaces must be repaired / patched. Texture must match surrounding surface as close as possible.
- C. To ensure complete integrity of the paint film, spray and back roll the first finish coat to push the coating into the stucco surface for complete coverage and even mil thickness of the coating.

#### EXTERIOR MASONRY, Building Walls, Concrete, Freestanding Walls, Overhangs, Pop-out Accents, Soffits, Stucco

First Coat: EFF-STOP Select Masonry Primer/Sealer (ESSL00)  
 Second Coat: EVERSIELD, Exterior Eggshell Paint (EVSH30)  
 Third Coat: EVERSIELD, Exterior Eggshell Paint (EVSH30)

## SPECIAL NOTES AND INSTRUCTIONS:

- A. Please refer to the Dunn-Edwards' Product Data Sheet for all important information, such as surface preparation and application. It is the Painting Contractor's responsibility to read and to be in conformance to this specification and to the paint manufacturer's instructions on the labels and product information sheets.

Remove any / all signage during surface preparation stage. Replace signage after surface has cured. [[Refer to Product Data Sheets for dry times]]

- B. Any / all damaged masonry surfaces must be repaired / patched. Texture must match surrounding surface as close as possible.
- C. To ensure complete integrity of the paint film, spray and back roll the first finish coat to push the coating into the stucco surface for complete coverage and even mil thickness of the coating.

### EXTERIOR MASONRY, Building Walls, Concrete, Freestanding Walls, Overhangs, Pop-out Accents, Soffits, Stucco

First Coat: EFF-STOP Select Masonry Primer/Sealer (ESSL00)  
Second Coat: EVERSIELD, Exterior /Interior Semi-Gloss Paint (EVSH50)  
Third Coat: EVERSIELD, Exterior /Interior Semi-Gloss Paint (EVSH50)

## SPECIAL NOTES AND INSTRUCTIONS:

- A. Please refer to the Dunn-Edwards' Product Data Sheet for all important information, such as surface preparation and application. It is the Painting Contractor's responsibility to read and to be in conformance to this specification and to the paint manufacturer's instructions on the labels and product information sheets.
- B. Any / all damaged masonry surfaces must be repaired / patched. Texture must match surrounding surface as close as possible.
- C. To ensure complete integrity of the paint film, spray and back roll the first finish coat to push the coating into the stucco surface for complete coverage and even mil thickness of the coating.

### EXTERIOR MASONRY, Concrete Block, Decorative Block

First Coat: Smooth BLOCFIL Select Interior/Exterior Concrete Block Filler (SBSL00)  
Second Coat: EVERSIELD, Exterior Eggshell Paint (EVSH30)  
Third Coat: EVERSIELD, Exterior Eggshell Paint (EVSH30)

## SPECIAL NOTES AND INSTRUCTIONS:

- A. Please refer to the Dunn-Edwards' Product Data Sheet for all important information, such as surface preparation and application. It is the Painting Contractor's responsibility to read and to be in conformance to this specification and to the paint manufacturer's instructions on the labels and product information sheets.
- B. Any / all damaged masonry surfaces must be repaired / patched. Texture must match surrounding surface as close as possible.
- C. To ensure complete integrity of the paint film, spray and back roll the first finish coat to push the coating into the stucco surface for complete coverage and even mil thickness of

#### EXTERIOR MASONRY, Concrete Block, Decorative Block

First Coat: Smooth BLOCFIL Select Interior/Exterior Concrete Block Filler (SBSL00)  
Second Coat: EVERSIELD, Exterior /Interior Semi-Gloss Paint (EVSH50)  
Third Coat: EVERSIELD, Exterior /Interior Semi-Gloss Paint (EVSH50)

#### **SPECIAL NOTES AND INSTRUCTIONS:**

- A. Please refer to the Dunn-Edwards' Product Data Sheet for all important information, such as surface preparation and application. It is the Painting Contractor's responsibility to read and to be in conformance to this specification and to the paint manufacturer's instructions on the labels and product information sheets.
- B. Any / all damaged masonry surfaces must be repaired / patched. Texture must match surrounding surface as close as possible.
- C. To ensure complete integrity of the paint film, spray and back roll the first finish coat to push the coating into the stucco surface for complete coverage and even mil thickness of the coating.

#### EXTERIOR MASONRY, ELASTOMERIC, Concrete, Stucco, Building Walls, Vertical Surfaces ONLY

First Coat: EFF-STOP Select Masonry Primer/Sealer (ESSL00)  
Second Coat: ENDURALASTIC 5, Elastomeric Wall Coating  
Third Coat: ENDURALASTIC 5, Elastomeric Wall Coating

#### **SPECIAL NOTES AND INSTRUCTIONS:**

- A. Please refer to the Dunn-Edwards' Product Data Sheet for all important information, such as surface preparation and application. It is the Painting Contractor's responsibility to read and to be in conformance to this specification and to the paint manufacturer's instructions on the labels and product information sheets.
- B. Remove gutters and downspouts during surface preparation. Replace gutters and downspouts after surface has cured. [[Refer to Product Data Sheets for dry times]]

Planters must be trenched approximately 6 inches. Note maintenance will be needed to uphold appearance.

Areas where there isn't a weep screed, maintenance will be needed to uphold appearance.

Cracks wider than 1/4" should be cut and scraped to a "V" shape and filled. Match texture to the surrounding surface.

For horizontal surfaces, the product must be DFT: 15-18 mils.

Caulk all dissimilar surfaces through wall penetrations using Dunn-Edwards Dec Plus 920 Urethane Acrylic Sealant.

Create an approximately 1/8 inch gap between stucco and metal window mullions. Caulk area with Dunn-Edwards Dec Plus 920 Urethane Acrylic Sealant.

Do not paint bottom soffits, sides of decks, planter walls, and freestanding walls.

EXTERIOR METAL, Doors and Frames, Fencing, Ferrous Metal, Gates, Handrails, Roof Ladder

First Coat:	ENDURAPRIME, Interior/Exterior Acrylic Rust Preventative Metal Primer (ENPR00)
Second Coat:	ENDURA-COAT, Interior/Exterior Semi-Gloss Industrial Maintenance Coating (ENCT50)
Third Coat:	ENDURA-COAT, Interior/Exterior Semi-Gloss Industrial Maintenance Coating (ENCT50)

**SPECIAL NOTES AND INSTRUCTIONS:**

- A. Please refer to the Dunn-Edwards' Product Data Sheet for all important information, such as surface preparation and application. It is the Painting Contractor's responsibility to read and to be in conformance to this specification and to the paint manufacturer's instructions on the labels and product information sheets.
- B. Refer to SSPC for proper metal surface preparation.

EXTERIOR METAL, Window Mullions

First Coat:	SUPER-LOC Premium, Interior/Exterior Masonry/Bonding Primer (SLPR00-2-WH)
Second Coat:	ENDURA-COAT, Interior/Exterior Semi-Gloss Industrial Maintenance Coating (ENCT50)
Third Coat:	ENDURA-COAT, Interior/Exterior Semi-Gloss Industrial Maintenance Coating (ENCT50)

**SPECIAL NOTES AND INSTRUCTIONS:**

- A. Please refer to the Dunn-Edwards' Product Data Sheet for all important information, such as surface preparation and application. It is the Painting Contractor's responsibility to read and to be in conformance to this specification and to the paint manufacturer's instructions on the labels and product information sheets.
- B. Refer to SSPC for proper metal surface preparation.

EXTERIOR METAL, Non-Ferrous Metal, Galvanized Metal, Flashing, Gutters, Downspouts, Chimney Caps, End Caps, Vents

First Coat:	ULTRA-GRIP Premium, Acrylic Multi-Purpose Primer (UGPR00 Series)
Second Coat:	EVERSHIELD, Exterior /Interior Semi-Gloss Paint (EVSH50)
Third Coat:	EVERSHIELD, Exterior /Interior Semi-Gloss Paint (EVSH50)

**SPECIAL NOTES AND INSTRUCTIONS:**

- A. Please refer to the Dunn-Edwards' Product Data Sheet for all important information, such as surface preparation and application. It is the Painting Contractor's responsibility to read and to be in conformance to this specification and to the paint manufacturer's instructions on the labels and product information sheets.

required for New / Raw Galvanized Metal Surfaces.

EXTERIOR WOOD, Door Frames, Window Frames, Window Trim, Overhang

First Coat: ULTRA-GRIP Premium, Acrylic Multi-Purpose Primer (UGPR00 Series)  
Second Coat: EVERSIELD, Exterior Eggshell Paint (EVSH30)  
Third Coat: EVERSIELD, Exterior Eggshell Paint (EVSH30)

SPECIAL NOTES AND INSTRUCTIONS:

- A. Please refer to the Dunn-Edwards' Product Data Sheet for all important information, such as surface preparation and application. It is the Painting Contractor's responsibility to read and to be in conformance to this specification and to the paint manufacturer's instructions on the labels and product information sheets.
- B. A full prime of EZPR00, EZ-Prime Premium Exterior Wood Primer (EZPR00) is required for New / Raw Unpainted Wood Surfaces. All New / Raw Unpainted Wood Surfaces must be primed on all six sides.

EXTERIOR WOOD, Door Frames, Window Frames, Window Trim, Overhang

First Coat: ULTRA-GRIP Premium, Acrylic Multi-Purpose Primer (UGPR00 Series)  
Second Coat: EVERSIELD, Exterior /Interior Semi-Gloss Paint (EVSH50)  
Third Coat: EVERSIELD, Exterior /Interior Semi-Gloss Paint (EVSH50)

SPECIAL NOTES AND INSTRUCTIONS:

- A. Please refer to the Dunn-Edwards' Product Data Sheet for all important information, such as surface preparation and application. It is the Painting Contractor's responsibility to read and to be in conformance to this specification and to the paint manufacturer's instructions on the labels and product information sheets.
- B. A full prime of EZPR00, EZ-Prime Premium Exterior Wood Primer (EZPR00) is required for New / Raw Unpainted Wood Surfaces. All New / Raw Unpainted Wood Surfaces must be primed on all six sides.

EXTERIOR WOOD, Window Frames, Window Trim, Door Frames, Overhang

First Coat: ULTRA-GRIP Premium, Acrylic Multi-Purpose Primer (UGPR00 Series)  
Second Coat: EVERSIELD, Exterior /Interior Gloss Paint (EVSH60)  
Third Coat: EVERSIELD, Exterior /Interior Gloss Paint (EVSH60)

SPECIAL NOTES AND INSTRUCTIONS:

- A. Please refer to the Dunn-Edwards' Product Data Sheet for all important information, such as surface preparation and application. It is the Painting Contractor's responsibility to read and to be in conformance to this specification and to the paint manufacturer's instructions on the labels and product information sheets.
- B. A full prime of EZPR00, EZ-Prime Premium Exterior Wood Primer (EZPR00) is required for New / Raw Unpainted Wood Surfaces. All New / Raw Unpainted Wood Surfaces must be primed on all six sides.

## EXTERIOR WOOD, Stained Finish

First Coat: Old Masters Wiping Stain

Second Coat: Old Masters Ascend Exterior Clear Finish

### SPECIAL NOTES AND INSTRUCTIONS:

A. Please refer to the Manufacturer's Product Data Sheet for all important information, such as surface preparation and application. It is the Painting Contractor's responsibility to read and to be in conformance to this specification and to the manufacturer's instructions on the labels and product information sheets.

B. Old Masters Ascend Exterior Clear Finish  
Available in: Matte, Satin, Semi-Gloss, Gloss

**For lead safety refer to 3.2 B. and Dunn-Edwards PDS sheets under Special Instructions.**

### END OF PAINTING SPECIFICATION







# Project Condition/Substrates

Elastomeric Note



Decorated cut-out located near entrance: For the horizontal area, the product must be DFT: 15-18 mils.

Elastomeric Note



Do not paint bottom soffits, sides of decks, planter walls, and freestanding walls.

Elastomeric Note



Do not paint bottom soffits, sides of decks, planter walls, and freestanding walls.

Elastomeric Note



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### Elastomeric Note



Do not paint bottom soffits, sides of decks, planter walls, and freestanding walls.

### Elastomeric Note



Do not paint bottom soffits, sides of decks, planter walls, and freestanding walls.

### Elastomeric Note



Create an approximately 1/8 inch gap between stucco and metal window mullions. Caulk area with Dunn-Edwards Dec Plus 920 Urethane Acrylic Sealant.

### Elastomeric Note



Planters must be trenched approximately 6 inches. Note maintenance will be needed to uphold appearance.

Areas of concern



Surface preparation needed.

Areas of concern



Surface preparation needed

Area of concern



Surface preparation needed

Area of concern



Surface preparation needed

Areas of concern



Surface preparation needed

Areas of concern



Surface preparation needed

Areas of concern



Surface preparation needed

Areas of concern



Surface preparation needed



Areas of concern



Surface preparation needed

Areas of concern



Surface preparation needed

Areas of concern



Surface preparation needed



THE #1 CHOICE OF  
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# EFF-STOP® Select

## Interior/Exterior Masonry Primer/Sealer ESSL00



**DESCRIPTION:** EFF-STOP® Select is an interior and exterior 100% acrylic masonry primer/sealer that provides very good resistance to alkali and efflorescence. EFF-STOP Select can be used on properly cured tilt-up concrete, poured-in-place concrete, stucco, and block. Masonry surfaces must cure for a minimum of 7 days. Avoid using alkali sensitive colors.

### PRODUCT INFORMATION

<b>SOLVENT TYPE:</b> Water		<b>RESIN TYPE:</b> 100% acrylic
<b>FINISH</b> (ASTM D 523): 5–10% on a 60° meter		
<b>COLORS:</b> White. <b>EFF-STOP Select</b> may be tinted with up to 2 fl. oz. of Dunn-Edwards ZTC Zero VOC colorant per gallon.		
<b>VISCOSITY@77°F/25°C</b> (ASTM D 562): 80–85 KU		
<b>MAXIMUM VOC CONTENT</b> 50 g/L (as supplied)	<b>MAXIMUM RAVOC</b> (Reactivity-Adjusted VOC) 30 g/L	
<b>SOLIDS BY VOLUME</b> (ASTM D 2697) 37.0% ± 2%	<b>SOLIDS BY WEIGHT</b> 49.0% ± 2%	
<b>WEIGHT PER GALLON</b> (ASTM D 1475): 10.50 lbs.		
<b>COMPOSITION BY WEIGHT</b>		
<b>Pigment–27.8%</b>		<b>Vehicle–72.2%</b>
*Prime pigments ..... 8.4		Acrylic resins ..... 21.0
Reinforcing pigments ..... 19.4		Water & additives ..... 51.2
<i>*Prime pigments include titanium dioxide (TiO<sub>2</sub>), plus all other pigments directly adding to the hiding power of this paint.</i>		
<b>RECOMMENDED FILM THICKNESS PER COAT</b>		
Wet: 5.4 mils		Dry: 2.0 mils
<b>PRACTICAL COVERAGE PER COAT AT RECOMMENDED DRY FILM THICKNESS</b>		
Approximately 200–300 sq. ft. per gallon, depending on surface conditions and application techniques.		
<b>THINNING RECOMMENDATION:</b> This coating is intended to be applied without thinning or diluting under normal environmental and application conditions. If necessary to maintain good workability, add up to 1/4 pint (4 fl. oz.) of clean water per gallon of coating.		
<b>AVERAGE DRY TIME@77°F/25°C</b> (ASTM D 1640)		
To touch: 30–60 minutes		Recoat: 2–4 hours
Dry times and recoat times are temperature, humidity and film thickness dependent.		
<b>APPLICATION EQUIPMENT:</b> Brush, roller, airless spray		
<b>PACKAGING:</b> One-gallon, five-gallon containers		
<b>STORAGE:</b> Store in a dry area. Protect from freezing. Protect from temperatures above 110°F for extended periods of time. Extreme temperatures may cause paint to become unusable. See <i>Paint Storage Best Practices</i> Technical Bulletin at dunnedwards.com for more information.		
<b>CLEANUP:</b> Warm, soapy water		
<b>DISPOSAL:</b> For information on local options to dispose of unwanted leftover paint, call Dunn-Edwards Customer Service at 1-888-DEPAINT or visit <a href="http://www.dunnedwards.com">www.dunnedwards.com</a> . <b>Do not mix with other products.</b>		
<b>CONFORMS TO:</b> ARB 2007 SCM & CALGreen 2013; CHPS Section 01350; LEED 2009 IEQ Credit 4.2; LEED v4 EQ Credit 2; CRGI Green Wise Certified		
<b>SAFETY DATA SHEET:</b> Available at <a href="http://www.dunnedwards.com">www.dunnedwards.com</a>		
<b>SURFACE PREPARATION:</b> All surfaces must be cured, clean, dry, and free from dirt, dust, rust, stains, grease, oil, mildew, wax, efflorescence, bond-breakers, and other contaminants. Remove all loose, peeling, or chalky paint by sanding, scraping, or other appropriate methods. Repair all cracks, holes, and other surface imperfections with a suitable patching material. Repaired surfaces should then be sanded smooth and dusted clean. Glossy surfaces should be dulled to provide a roughened surface for good adhesion.		

### SPECIAL INSTRUCTIONS

- CAUTION!** Scraping or sanding surfaces of older buildings (especially pre-1978) may release dust containing lead or asbestos. EXPOSURE TO LEAD OR ASBESTOS CAN BE VERY HAZARDOUS TO YOUR HEALTH. Wear a NIOSH-approved N95 particulate filter mask to avoid breathing dust. Use a HEPA vacuum for cleanup, and finish by water-washing all surfaces. For more information, see Dunn-Edwards brochure on "Surface Preparation Safety" or call U.S. EPA's lead hotline at 1-800-424-LEAD, or visit [www.epa.gov/lead](http://www.epa.gov/lead) or / asbestos, or contact your state or local Health Agency.
- This product can neither cause nor prevent or cure the growth of mold, mildew, or other forms of fungus. Excessive moisture and inadequate ventilation are the main conditions that promote their growth. Correct any such conditions before painting.
- New tilt-up concrete panels must be cleaned and free from bond-breakers, form-release agents, and/or curing compounds.
- New concrete should be allowed to cure for at least 14 days before applying EFF-STOP® Select.
- Do not apply when the air or surface temperature is below 50°F.

### USE AS A SEALER FOR

**MASONRY:** EFF-STOP® Select can be applied on surfaces with a pH of up to 11.

Stucco:	}	<b>EFF-STOP® Select (ESSL00)</b>
Tilt-up concrete:		
Poured-in-place:		
Brick:		
Concrete block:		<b>Smooth BLOCFIL™ Select (SBSL00)</b>
Smooth trowel:		<b>EFF-STOP® Select (ESSL00)</b>

### METAL:

Ferrous:	BLOC-RUST® Premium (BRPR00) or ENDURAPRIME™ Metal Primer (ENPR00)
Non-ferrous:	ULTRASHIELD® Galvanized Metal Primer (ULGM00) or BLOC-RUST® Premium (BRPR00)
Galvanized steel:	ULTRASHIELD® Galvanized Metal Primer (ULGM00) or *ULTRA-GRIP® Premium (UGPR00)

\*for incidental use on galvanized

**HEALTH & SAFETY: CAUTIONS!** INHALATION OF SPRAY MIST OR SANDING DUST MAY BE HARMFUL. Use only with adequate ventilation. Avoid breathing vapors, spray mist and sanding dust. Wear NIOSH-approved N95 particulate filter mask when spraying or sanding. Avoid contact with skin and eyes. Do not ingest. Close container after each use. **FIRST AID:** If swallowed, immediately give 1 or 2 glasses of water to drink – for emergency information, call 1-800-222-1222. If having difficulty breathing, move to fresh air. For eye contact, immediately flush with water for 15 minutes. For skin contact, wash thoroughly with soap and water.

### • KEEP OUT OF REACH OF CHILDREN •

Ingredient (CAS #): Water (7732-18-5); Copolymer Resin (Proprietary); Titanium Dioxide (13463-67-7); Feldspar (68476-25-5); Quartz (14808-60-7).

**⚠ WARNING:** Cancer and Reproductive Harm – [www.P65Warnings.ca.gov](http://www.P65Warnings.ca.gov)



THE #1 CHOICE OF  
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# EVERSHIELD®

## Exterior Flat Paint EVSH10



≤ 50 g/L VOC\*\*

**DESCRIPTION:** **EVERSHIELD® Flat** is an ultra-premium exterior, ultra-low VOC, 100% acrylic flat paint that provides maximum protection against UV color fade, mildew, efflorescence, water intrusion, and film failure (grain-cracking, peeling, blistering). **EVERSHIELD Flat** can be used on properly prepared and primed masonry, concrete, tilt-up, block, stucco, plaster, wood, and metal. Advanced technology and premium ingredients provide unparalleled performance, durability, coverage, and adhesion. Can be used down to surface and air temperature of 35°F.

### PRODUCT INFORMATION

<b>SOLVENT TYPE:</b> Waterborne		<b>RESIN TYPE:</b> 100% acrylic	
<b>FINISH</b> (ASTM D 523): Flat: 2–4% on a 60° meter; 4–8% on an 85° meter			
<b>COLORS:</b> Stock colors: Swiss Coffee.			
<b>TINT BASES:</b> L Tintable White, M Medium, U Ultra Deep			
<b>VISCOSITY@77°F/25°C</b> (ASTM D 562): 102-110 KU			
<b>MAXIMUM VOC CONTENT</b> 50 g/L (as supplied)		<b>MAXIMUM RAVOC</b> (Reactivity-Adjusted VOC) 25 g/L	
<b>SOLIDS BY VOLUME</b> (ASTM D 2697) 39.5% ± 2%		<b>SOLIDS BY WEIGHT</b> 55.3% ± 2%	
<b>WEIGHT PER GALLON</b> (ASTM D 1475): 11.60 lbs.			
<b>COMPOSITION BY WEIGHT</b>			
<b>Pigment—39.9%</b>		<b>Vehicle—60.1%</b>	
*Prime pigments .....20.9		Acrylic resins ..... 13.8	
Reinforcing pigments.....19.0		Water & additives ..... 46.3	
<i>*Prime pigments include titanium dioxide (TiO<sub>2</sub>), plus all other pigments directly adding to the hiding power of this paint.</i>			
<b>RECOMMENDED FILM THICKNESS PER COAT</b>			
Wet: 3.8 mils		Dry: 1.5 mils	
<b>PRACTICAL COVERAGE PER COAT AT RECOMMENDED DRY FILM THICKNESS</b> Approximately 350–400 sq. ft. per gallon, depending on surface conditions and application techniques.			
<b>THINNING RECOMMENDATION:</b> This coating is intended to be applied without thinning or diluting under normal environmental and application conditions. If necessary to maintain good workability, add up to 1/4 pint (4 fl. oz.) of clean water per gallon of coating.			
<b>AVERAGE DRY TIME@77°F/25°C</b> (ASTM D 1640) To touch: 30–60 minutes                      Recoat: 2–4 hours Dry times and recoat times are temperature, humidity and film thickness dependent.			
<b>APPLICATION EQUIPMENT:</b> Brush, roller, airless spray			
<b>PACKAGING:</b> One-gallon, five-gallon containers			
<b>STORAGE:</b> Store in a dry area. Protect from freezing. Protect from temperatures above 110°F for extended periods of time. Extreme temperatures may cause paint to become unusable. See <i>Paint Storage Best Practices</i> Technical Bulletin at <a href="http://dunnedwards.com">dunnedwards.com</a> for more information.			
<b>CLEANUP:</b> Warm, soapy water			
<b>DISPOSAL:</b> For information on local options to dispose of unwanted leftover paint, call Dunn-Edwards Customer Service at 1-888-DEPAINT or visit <a href="http://www.dunnedwards.com">www.dunnedwards.com</a> . <b>Do not mix with other products.</b>			
<b>CONFORMS TO:</b> ARB 2007 SCM & CALGreen 2016; MPI Approved Product #10; CRGI Green Wise Certified			
<b>SAFETY DATA SHEET:</b> Available at <a href="http://www.dunnedwards.com">www.dunnedwards.com</a>			

**SURFACE PREPARATION:** All surfaces must be cured, clean, dry, and free from dirt, dust, rust, stains, grease, oil, mildew, wax, efflorescence, bond-breakers, and other contaminants. Remove all loose, peeling, or chalky paint by sanding, scraping, or other appropriate methods. Repair all cracks, holes, and other surface imperfections with a suitable patching material. Repaired surfaces should then be sanded smooth and dusted clean. Glossy surfaces should be dulled to provide a roughened surface for good adhesion.

### SPECIAL INSTRUCTIONS

- **CAUTION!** Scraping or sanding surfaces of older buildings (especially pre-1978) may release dust containing lead or asbestos. EXPOSURE TO LEAD OR ASBESTOS CAN BE VERY HAZARDOUS TO YOUR HEALTH. Wear a NIOSH-approved N95 particulate filter mask to avoid breathing dust. Use a HEPA vacuum for cleanup, and finish by water-washing all surfaces. For more information, see Dunn-Edwards brochure on “Surface Preparation Safety” or call U.S. EPA’s lead hotline at 1-800-424-LEAD, or visit [www.epa.gov/lead](http://www.epa.gov/lead) or /asbestos, or contact your state or local Health Agency.
- This product can neither cause nor prevent or cure the growth of mold, mildew, or other forms of fungus. Excessive moisture and inadequate ventilation are the main conditions that promote their growth. Correct any such conditions before painting.
- This paint contains a preservative which inhibits the growth of mildew on surface of this paint film.
- When the air temperature is at 35°F, substrates may be colder; prior to painting, check to be sure the air, surface, and material temperature are above 35°F and at least 5°F above the dew point. Avoid using if rain or snow is expected within 2–3 hours, as in colder temperatures, it may require longer time before the paint film cures enough not to be affected by rain or snow. Do not apply at air or surface temperatures below 35°F or when air or surface temperatures may drop below 35°F within 48 hours.
- Standard latex primers cannot be used below 50°F. See the specific primer product information sheet for that product’s application conditions.

### PRIMERS

#### MASONRY

Stucco:	}	<b>SUPER-LOC® Premium (SLPR00)</b> or <b>EFF-STOP® Premium (ESPR00)</b>
Tilt-up concrete:		
Poured-in-place:		
Plaster:		
Brick:	}	<b>Smooth BLOCFIL Premium (SBPR00)</b> or <b>SUPER-LOC® Premium (SLPR00)</b>
Concrete block:		
Smooth trowel:		

#### WOOD

Trim, sash, fascia:	}	<b>EZ-PRIME® Premium (EZPR00)</b>
Rough-sawn:		
T1-11 siding:		

#### SYNTHETIC WOOD

Masonite:	}	<b>ULTRA-GRIP® Premium (UGPR00)</b>
Hardboard:		
MDO siding:		

#### METAL

Ferrous:	<b>BLOC-RUST® Premium (BRPR00)</b> or <b>ENDURAPRIME™ Metal Primer (ENPR00)</b>
Non-ferrous:	<b>ULTRASHIELD® Galvanized Metal Primer (ULGM00)</b> or <b>BLOC-RUST® Premium (BRPR00)</b>
Galvanized steel:	<b>ULTRASHIELD® Galvanized Metal Primer (ULGM00)</b> or <b>*ULTRA-GRIP® Premium (UGPR00)</b>

\*for incidental use on galvanized

\*\*This product has been tested and certified by Coatings Research Group Inc., an international paint industry-organized ISO-accredited testing laboratory, to meet performance and environmental standards as shown on [www.greenwisepaint.com](http://www.greenwisepaint.com). Dunn-Edwards is a member of CRGI.



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# EVERSHIELD®

Exterior  
Flat Paint  
EVSH10

## PRODUCT INFORMATION

**HEALTH & SAFETY CAUTIONS:** INHALATION OF SPRAY MIST OR SANDING DUST MAY BE HARMFUL. Use only with adequate ventilation. Avoid breathing vapors, spray mist and sanding dust. Wear NIOSH-approved N95 particulate filter mask when spraying or sanding. Avoid contact with skin and eyes. Do not ingest. Close container after each use. **FIRST AID:** If swallowed, immediately give 1 or 2 glasses of water to drink – for emergency information, call 1-800-222-1222. If having difficulty breathing, move to fresh air. For eye contact, immediately flush with water for 15 minutes. For skin contact, wash thoroughly with soap and water.

• KEEP OUT OF REACH OF CHILDREN •

Ingredient (CAS #): Water (7732-18-5); Titanium Dioxide (13463-67-7); Copolymer Resin (Proprietary); Nepheline Syenite (37244-96-5); Feldspar (68476-25-5); Quartz (14808-60-7).

 **WARNING:** Cancer and Reproductive Harm – [www.P65Warnings.ca.gov](http://www.P65Warnings.ca.gov)





# EVERSHIELD®

## Exterior Eggshell Paint EVSH30



**DESCRIPTION:** EVERSHIELD® Eggshell is an ultra-premium exterior, ultra-low VOC, 100% acrylic eggshell paint that provides maximum protection against UV color fade, mildew, efflorescence, water intrusion, and film failure (grain-cracking, peeling, blistering). EVERSHIELD Eggshell can be used on properly prepared and primed masonry, concrete, tilt-up, block, stucco, plaster, wood, and metal. Advanced technology and premium ingredients provide unparalleled performance, durability, coverage, and adhesion. Can be used down to surface and air temperature of 35°F.

### PRODUCT INFORMATION

<b>SOLVENT TYPE:</b> Waterborne		<b>RESIN TYPE:</b> 100% acrylic
<b>FINISH</b> (ASTM D 523): Eggshell: 10–15% on a 60° meter; 15–30% on an 85° meter		
<b>COLORS:</b> Stock colors: Swiss Coffee. Other colors can be special ordered or store mixed.		
<b>TINT BASES:</b> L Tintable White, M Medium, U Ultra Deep		
<b>VISCOSITY@77°F/25°C</b> (ASTM D 562): 92–98 KU		
<b>MAXIMUM VOC CONTENT</b> 50 g/L (as supplied)	<b>MAXIMUM RAVOC</b> (Reactivity-Adjusted VOC) 25 g/L	
<b>SOLIDS BY VOLUME</b> (ASTM D 2697) 38.4% ± 2%	<b>SOLIDS BY WEIGHT</b> 50.3% ± 2%	
<b>WEIGHT PER GALLON</b> (ASTM D 1475): 10.60 lbs.		

#### COMPOSITION BY WEIGHT

Pigment—28.6%		Vehicle—71.4%	
*Prime pigments .....	20.8	Acrylic resins.....	18.5
Reinforcing pigments.....	7.8	Water & additives .....	52.9
<i>*Prime pigments include titanium dioxide (TiO<sub>2</sub>), plus all other pigments directly adding to the hiding power of this paint.</i>			

#### RECOMMENDED FILM THICKNESS PER COAT

Wet: 3.9 mils                      Dry: 1.5 mils

#### PRACTICAL COVERAGE PER COAT AT RECOMMENDED DRY FILM THICKNESS

Approximately 350–400 sq. ft. per gallon, depending on surface conditions and application techniques.

**THINNING RECOMMENDATION:** This coating is intended to be applied without thinning or diluting under normal environmental and application conditions. If necessary to maintain good workability, add up to 1/4 pint (4 fl. oz.) of clean water per gallon of coating.

#### AVERAGE DRY TIME@77°F/25°C (ASTM D 1640)

To touch: 1–2 hours                      Recoat: 4–6 hours  
Dry times and recoat times are temperature, humidity and film thickness dependent.

#### APPLICATION EQUIPMENT:

Brush, roller, airless spray

#### PACKAGING:

Quart, one-gallon, five-gallon containers

**STORAGE:** Store in a dry area. Protect from freezing. Protect from temperatures above 110°F for extended periods of time. Extreme temperatures may cause paint to become unusable. See *Paint Storage Best Practices* Technical Bulletin at [dunndwards.com](http://dunndwards.com) for more information.

#### CLEANUP:

Warm, soapy water

**DISPOSAL:** For information on local options to dispose of unwanted leftover paint, call Dunn-Edwards Customer Service at 1-888-DEPAINT or visit [www.dunndwards.com](http://www.dunndwards.com). **Do not mix with other products.**

**CONFORMS TO:** ARB 2007 SCM & CALGreen 2016; MPI Approved Product #15, #315; CRGI Green Wise Certified; FDA Guidelines for Resinous & Polymeric Coatings

#### SAFETY DATA SHEET:

Available at [www.dunndwards.com](http://www.dunndwards.com)

**SURFACE PREPARATION:** All surfaces must be cured, clean, dry, and free from dirt, dust, rust, stains, grease, oil, mildew, wax, efflorescence, bond-breakers, and other contaminants. Remove all loose, peeling, or chalky paint by sanding, scraping, or other appropriate methods. Repair all cracks, holes, and other surface imperfections with a suitable patching material. Repaired surfaces should then be sanded smooth and dusted clean. Glossy surfaces should be dulled to provide a roughened surface for good adhesion.

### SPECIAL INSTRUCTIONS

- CAUTION!** Scraping or sanding surfaces of older buildings (especially pre-1978) may release dust containing lead or asbestos. EXPOSURE TO LEAD OR ASBESTOS CAN BE VERY HAZARDOUS TO YOUR HEALTH. Wear a NIOSH-approved N95 particulate filter mask to avoid breathing dust. Use a HEPA vacuum for cleanup, and finish by water-washing all surfaces. For more information, see Dunn-Edwards brochure on “Surface Preparation Safety” or call U.S. EPA’s lead hotline at 1-800-424-LEAD, or visit [www.epa.gov/lead](http://www.epa.gov/lead) or your state or local Health Agency.
- This product can neither cause nor prevent or cure the growth of mold, mildew, or other forms of fungus. Excessive moisture and inadequate ventilation are the main conditions that promote their growth. Correct any such conditions before painting.
- This paint contains a preservative which inhibits the growth of mildew on surface of this paint film.
- When the air temperature is at 35°F, substrates may be colder; prior to painting, check to be sure the air, surface, and material temperature are above 35°F and at least 5°F above the dew point. Avoid using if rain or snow is expected within 2-3 hours, as in colder temperatures, it may require longer time before the paint film cures enough not to be affected by rain or snow. Do not apply at air or surface temperatures below 35°F or when air or surface temperatures may drop below 35°F within 48 hours.
- Standard latex primers cannot be used below 50°F. See the specific primer product information sheet for that product’s application conditions.

### PRIMERS

#### MASONRY

Stucco:	}	<b>SUPER-LQC® Premium (SLPR00)</b> or <b>EFF-STOP® Premium (ESPR00)</b>
Tilt-up concrete:		
Poured-in-place:		
Plaster:		
Brick:	}	<b>Smooth BLOCFIL Premium (SBPR00)</b> <b>SUPER-LOC® Premium (SLPR00)</b> or
Concrete block:		
Smooth trowel:		

#### WOOD

Trim, sash, fascia:	}	<b>EZ-PRIME® Premium (EZPR00)</b>
Rough-sawn:		
T1-11 siding:		

#### SYNTHETIC WOOD

Masonite:	}	<b>ULTRA-GRIP® Premium (UGPR00)</b>
Hardboard:		
MDO siding:		

#### METAL

Ferrous:	<b>BLOC-RUST® Premium (BRPR00)</b> or <b>ENDURAPRIME Metal Primer (ENPR00)</b>
Non-ferrous:	<b>ULTRASHIELD® Galvanized Metal Primer (ULGM00)</b> or <b>BLOC-RUST® Premium (BRPR00)</b>
Galvanized steel:	<b>ULTRASHIELD® Galvanized Metal Primer (ULGM00)</b> or <b>*ULTRA-GRIP® Premium (UGPR00)</b>

*\*for incidental use on galvanized*

**\*\*This product has been tested and certified by Coatings Research Group Inc., an international paint industry-organized ISO-accredited testing laboratory, to meet performance and environmental standards as shown on [www.greenwisepaint.com](http://www.greenwisepaint.com). Dunn-Edwards is a member of CRGI.**



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# EVERSHIELD®

Exterior  
Eggshell Paint  
EVSH30

## PRODUCT INFORMATION

**HEALTH & SAFETY CAUTIONS:** INHALATION OF SPRAY MIST OR SANDING DUST MAY BE HARMFUL. Use only with adequate ventilation. Avoid breathing vapors, spray mist and sanding dust. Wear NIOSH-approved N95 particulate filter mask when spraying or sanding. Avoid contact with skin and eyes. Do not ingest. Close container after each use. **FIRST AID:** If swallowed, immediately give 1 or 2 glasses of water to drink – for emergency information, call 1-800-222-1222. If having difficulty breathing, move to fresh air. For eye contact, immediately flush with water for 15 minutes. For skin contact, wash thoroughly with soap and water.

• KEEP OUT OF REACH OF CHILDREN •

Ingredient (CAS #): Water (7732-18-5); Copolymer Resin (Proprietary); Titanium Dioxide (13463-67-7); Nepheline Syenite (37244-96-5); Kaolin, Calcined (92704-41-1).

⚠ **WARNING:** Cancer and Reproductive Harm – [www.P65Warnings.ca.gov](http://www.P65Warnings.ca.gov)



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# EVERSHIELD®

## Exterior/Interior Semi-Gloss Paint EVSH50



≤ 50 g/L VOC\*\*

**DESCRIPTION:** EVERSHIELD® Semi-Gloss is an ultra-premium exterior, ultra-low VOC, 100% acrylic semi-gloss paint that provides superior non-blocking properties, maximum protection against UV color fade, mildew, efflorescence, water intrusion, and film failure (grain-cracking, peeling, blistering). EVERSHIELD Semi-Gloss can be used on properly prepared and primed exterior and interior masonry, concrete, tilt-up, block, stucco, plaster, wood, and metal. Advanced technology and premium ingredients provide unparalleled performance, durability, coverage, and adhesion. Can be used down to surface and air temperature of 35°F.

### PRODUCT INFORMATION

<b>SOLVENT TYPE:</b> Waterborne		<b>RESIN TYPE:</b> 100% acrylic	
<b>FINISH</b> (ASTM D 523): Semi-Gloss: 40–50% on a 60° meter			
<b>COLORS:</b> Stock colors: Swiss Coffee, Black and Whisper.			
<b>TINT BASES:</b> L Tintable White, M Medium, U Ultra Deep			
<b>VISCOSITY@77°F/25°C</b> (ASTM D 562): 93–98 KU			
<b>MAXIMUM VOC CONTENT</b> 50 g/L (as supplied)		<b>MAXIMUM RAVOC</b> (Reactivity-Adjusted VOC) 30 g/L	
<b>SOLIDS BY VOLUME</b> (ASTM D 2697) 37.9% ± 2%		<b>SOLIDS BY WEIGHT</b> 48.9% ± 2%	
<b>WEIGHT PER GALLON</b> (ASTM D 1475): 10.37 lbs.			
<b>COMPOSITION BY WEIGHT</b>			
<b>Pigment–24.2%</b>		<b>Vehicle–75.8%</b>	
*Prime pigments .....22.9		Acrylic resins .....21.1	
Reinforcing pigments .....1.3		Water & additives .....54.7	
<i>*Prime pigments include titanium dioxide (TiO<sub>2</sub>), plus all other pigments directly adding to the hiding power of this paint.</i>			
<b>RECOMMENDED FILM THICKNESS PER COAT</b>			
Wet: 4.0 mils		Dry: 1.5 mils	
<b>PRACTICAL COVERAGE PER COAT AT RECOMMENDED DRY FILM THICKNESS</b>			
Approximately 350–400 sq. ft. per gallon, depending on surface conditions and application techniques.			
<b>THINNING RECOMMENDATION:</b> This coating is intended to be applied without thinning or diluting under normal environmental and application conditions. If necessary to maintain good workability, add up to 1/4 pint (4 fl. oz.) of clean water per gallon of coating.			
<b>AVERAGE DRY TIME@77°F/25°C</b> (ASTM D 1640)			
To touch: 1–2 hours		Recoat: 6–8 hours	
Dry times and recoat times are temperature, humidity and film thickness dependent.			
<b>APPLICATION EQUIPMENT:</b> Brush, roller, airless spray			

**PACKAGING:** Quart, one-gallon, five-gallon containers

**STORAGE:** Store in a dry area. Protect from freezing. Protect from temperatures above 110°F for extended periods of time. Extreme temperatures may cause

paint to become unusable. See *Paint Storage Best Practices* Technical Bulletin at [dunnedwards.com](http://dunnedwards.com) for more information.

**CLEANUP:** Warm, soapy water

**DISPOSAL:** For information on local options to dispose of unwanted leftover paint, call Dunn-Edwards Customer Service at 1-888-DEPAINT or visit [www.dunnedwards.com](http://www.dunnedwards.com). **Do not mix with other products.**

**CONFORMS TO:** ARB 2007 SCM & CALGreen 2016; LEED 2009 IEQ Credit 4.2; MPI Approved Product #11, #54, #141; CRGI Green Wise Certified; FDA Guidelines for Resinous & Polymeric Coatings

**SAFETY DATA SHEET:** Available at [www.dunnedwards.com](http://www.dunnedwards.com)

**SURFACE PREPARATION:** All surfaces must be cured, clean, dry, and free from dirt, dust, rust, stains, grease, oil, mildew, wax, efflorescence, bond-breakers, and other contaminants. Remove all loose, peeling, or chalky paint by sanding, scraping, or other appropriate methods. Repair all cracks, holes, and other surface imperfections with a suitable patching material. Repaired surfaces should then be sanded smooth and dusted clean. Glossy surfaces should be dulled to provide a roughened surface for good adhesion.

### SPECIAL INSTRUCTIONS

- CAUTION!** Scraping or sanding surfaces of older buildings (especially pre-1978) may release dust containing lead or asbestos. EXPOSURE TO LEAD OR ASBESTOS CAN BE VERY HAZARDOUS TO YOUR HEALTH. Wear a NIOSH-approved N95 particulate filter mask to avoid breathing dust. Use a HEPA vacuum for cleanup, and finish by water-washing all surfaces. For more information, see Dunn-Edwards brochure on "Surface Preparation Safety" or call U.S. EPA's lead hotline at 1-800-424-LEAD, or visit [www.epa.gov/lead](http://www.epa.gov/lead) or /asbestos, or contact your state or local Health Agency.
- This product can neither cause nor prevent or cure the growth of mold, mildew, or other forms of fungus. Excessive moisture and inadequate ventilation are the main conditions that promote their growth. Correct any such conditions before painting.
- This paint contains a preservative which inhibits the growth of mildew on surface of this paint film.
- When the air temperature is at 35°F, substrates may be colder; prior to painting, check to be sure the air, surface, and material temperature are above 35°F and at least 5°F above the dew point. Avoid using if rain or snow is expected within 2-3 hours, as in colder temperatures, it may require longer time before the paint film cures enough not to be affected by rain or snow. Do not apply at air or surface temperatures below 35°F or when air or surface temperatures may drop below 35°F within 48 hours.
- Standard latex primers cannot be used below 50°F. See the specific primer product information sheet for that product's application conditions.

### PRIMERS

#### DRYWALL

Textured:  
Untextured:  
Skim-coated:

} VINYLASTIC® Premium (VNPR00)

#### MASONRY

Stucco:  
Tilt-up concrete:  
Poured-in-place:  
Plaster:  
Brick:

} SUPER-LOC® Premium (SLPR00) or  
EFF-STOP® Premium (ESPR00)

Concrete block:  
Smooth trowel:

Smooth BLOCFIL Premium (SBPR00) or  
SUPER-LOC® Premium (SLPR00)

#### WOOD/SYNTHETIC WOOD-INTERIOR

Trims, doors:

} DECOPRIME™ (DCPR00) or  
ULTRA-GRIP® Premium (UGPR00)

Masonite:  
Hardboard:

#### WOOD-EXTERIOR

Trim, sash, fascia:  
Rough-sawn:  
T1-11 siding:

} EZ-PRIME® Premium (EZPR00)

#### SYNTHETIC WOOD-EXTERIOR

Masonite:  
Hardboard:  
MDO siding:

} ULTRA-GRIP® Premium (UGPR00)

#### METAL

Ferrous:

BLOC-RUST® Premium (BRPR00) or  
ENDURAPRIME™ Metal Primer (ENPR00)

Non-ferrous:

ULTRASHIELD® Galvanized Metal Primer (ULGM00) or  
BLOC-RUST® Premium (BRPR00)

Galvanized steel:

ULTRASHIELD® Galvanized Metal Primer (ULGM00) or  
\*ULTRA-GRIP® Premium (UGPR00)

\*for incidental use on galvanized



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# EVERSHIELD®

Exterior/Interior  
Semi-Gloss Paint  
EVSH50

## PRODUCT INFORMATION

*\*\*This product has been tested and certified by Coatings Research Group Inc., an international paint industry-organized ISO-accredited testing laboratory, to meet performance and environmental standards as shown on [www.greenwisepaint.com](http://www.greenwisepaint.com). Dunn-Edwards is a member of CRGI.*

**HEALTH & SAFETY CAUTIONS:** INHALATION OF SPRAY MIST OR SANDING DUST MAY BE HARMFUL. Use only with adequate ventilation. Avoid breathing vapors, spray mist and sanding dust. Wear NIOSH-approved N95 particulate filter mask when spraying or sanding. Avoid contact with skin and eyes. Do not ingest. Close container after each use. **FIRST AID:** If swallowed, immediately give 1 or 2 glasses of water to drink – for emergency information, call 1-800-222-1222. If having difficulty breathing, move to fresh air. For eye contact, immediately flush with water for 15 minutes. For skin contact, wash thoroughly with soap and water.

• **KEEP OUT OF REACH OF CHILDREN** •

Ingredient (CAS #): Water (7732-18-5); Copolymer Resin (Proprietary); Titanium Dioxide (13463-67-7); Synthetic Amorphous Silica (7631-86-9); Nepheline Syenite (37244-96-5).

**⚠ WARNING:** Cancer and Reproductive Harm – [www.P65Warnings.ca.gov](http://www.P65Warnings.ca.gov)





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# EVERSHIELD®

## Exterior/Interior Gloss Paint EVSH60



≤ 50 g/L VOC\*\*

**DESCRIPTION:** EVERSHIELD® Gloss is an ultra-premium exterior, ultra-low VOC, 100% acrylic gloss paint that provides superior non-blocking properties, maximum protection against UV color fade, mildew, efflorescence, water intrusion, and film failure (grain-cracking, peeling, blistering). EVERSHIELD Gloss can be used on properly prepared and primed exterior and interior masonry, concrete, tilt-up, block, stucco, plaster, wood, and metal. Advanced technology and premium ingredients provide unparalleled performance, durability, coverage, and adhesion. Can be used down to surface and air temperature of 35°F.

### PRODUCT INFORMATION

<b>SOLVENT TYPE:</b> Waterborne		<b>RESIN TYPE:</b> 100% acrylic	
<b>FINISH</b> (ASTM D 523): Gloss: 70–80% on a 60° meter			
<b>TINT BASES:</b> L Tintable White, M Medium, U Ultra Deep			
<b>VISCOSITY@77°F/25°C</b> (ASTM D 562): 98–105 KU			
<b>MAXIMUM VOC CONTENT</b> 50 g/L (as supplied)		<b>MAXIMUM RAVOC</b> (Reactivity-Adjusted VOC) 20 g/L	
<b>SOLIDS BY VOLUME</b> (ASTM D 2697) 38.0% ± 2%		<b>SOLIDS BY WEIGHT</b> 50.0% ± 2%	
<b>WEIGHT PER GALLON</b> (ASTM D 1475): 10.34 lbs.			
<b>COMPOSITION BY WEIGHT</b>			
<b>Pigment—22.7%</b>		<b>Vehicle—77.3%</b>	
*Prime pigments .....22.7		Acrylic resins .....24.6	
		Water & additives .....52.7	
<i>*Prime pigments include titanium dioxide (TiO<sub>2</sub>), plus all other pigments directly adding to the hiding power of this paint.</i>			
<b>RECOMMENDED FILM THICKNESS PER COAT</b>			
Wet: 3.9 mils		Dry: 1.5 mils	
<b>PRACTICAL COVERAGE PER COAT AT RECOMMENDED DRY FILM THICKNESS</b> Approximately 350–400 sq. ft. per gallon, depending on surface conditions and application techniques.			

### SPECIAL INSTRUCTIONS

- **CAUTION!** Scraping or sanding surfaces of older buildings (especially pre-1978) may release dust containing lead or asbestos. EXPOSURE TO LEAD OR ASBESTOS CAN BE VERY HAZARDOUS TO YOUR HEALTH. Wear a NIOSH-approved N95 particulate filter mask to avoid breathing dust. Use a HEPA vacuum for cleanup, and finish by water-washing all surfaces. For more information, see Dunn-Edwards brochure on "Surface Preparation Safety" or call U.S. EPA's lead hotline at 1-800-424-LEAD, or visit [www.epa.gov/lead](http://www.epa.gov/lead) or / asbestos, or contact your state or local Health Agency.
- This product can neither cause nor prevent or cure the growth of mold, mildew, or other forms of fungus. Excessive moisture and inadequate ventilation are the main conditions that promote their growth. Correct any such conditions before painting.
- This paint contains a preservative which inhibits the growth of mildew on surface of this paint film.
- When the air temperature is at 35°F, substrates may be colder; prior to painting, check to be sure the air, surface, and material temperature are above 35°F and at least 5°F above the dew point. Avoid using if rain or snow is expected within 2-3 hours, as in colder temperatures, it may require longer time before the paint film cures enough not to be affected by rain or snow. Do not apply at air or surface temperatures below 35°F or when air or surface temperatures may drop below 35°F within 48 hours.
- Standard latex primers cannot be used below 50°F. See the specific primer product information sheet for that product's application conditions.

### PRIMERS

#### DRYWALL

Textured:  
Untextured:  
Skim-coated:

} VINYLASTIC® Premium (VNPR00)

#### MASONRY

Stucco:  
Tilt-up concrete:  
Poured-in-place:  
Plaster:  
Brick:

} SUPER-LOC® Premium (SLPR00) or  
EFF-STOP® Premium (ESPR00)

Concrete block:  
Smooth trowel:

Smooth BLOCFIL® Premium (SBPR00) or  
SUPER-LOC® Premium (SLPR00)

#### WOOD/SYNTHETIC WOOD-INTERIOR

Trims, doors:

Masonite:  
Hardboard:

} DECOPRIME™ (DCPR00) or  
ULTRA-GRIP® Premium (UGPR00)

#### WOOD-EXTERIOR

Trim, sash, fascia:  
Rough-sawn:  
T1-11 siding:

} EZ-PRIME® Premium (EZPR00)

#### SYNTHETIC WOOD-EXTERIOR

Masonite:  
Hardboard:  
MDO siding:

} ULTRA-GRIP® Premium (UGPR00)

#### METAL

Ferrous:

BLOC-RUST® Premium (BRPR00) or  
ENDURAPRIME® Metal Primer (ENPR00)

Non-ferrous:

ULTRASHIELD® Galvanized Metal Primer (ULGM00) or  
BLOC-RUST® Premium (BRPR00)

Galvanized steel:

ULTRASHIELD® Galvanized Metal Primer (ULGM00) or  
\*ULTRA-GRIP® Premium (UGPR00)

\*for incidental use on galvanized



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# EVERSHIELD®

## Exterior/Interior Gloss Paint EVSH60

### PRODUCT INFORMATION

*\*\*This product has been tested and certified by Coatings Research Group Inc., an international paint industry-organized ISO-accredited testing laboratory, to meet performance and environmental standards as shown on [www.greenwisepaint.com](http://www.greenwisepaint.com). Dunn-Edwards is a member of CRGI.*

**HEALTH & SAFETY CAUTIONS:** INHALATION OF SPRAY MIST OR SANDING DUST MAY BE HARMFUL. Use only with adequate ventilation. Avoid breathing vapors, spray mist and sanding dust. Wear NIOSH-approved N95 particulate filter mask when spraying or sanding. Avoid contact with skin and eyes. Do not ingest. Close container after each use. **FIRST AID:** If swallowed, immediately give 1 or 2 glasses of water to drink – for emergency information, call 1-800-222-1222. If having difficulty breathing, move to fresh air. For eye contact, immediately flush with water for 15 minutes. For skin contact, wash thoroughly with soap and water.

• KEEP OUT OF REACH OF CHILDREN •

Ingredient (CAS #): Water (7732-18-5); Copolymer Resin (Proprietary); Titanium Dioxide (13463-67-7); Ester Alcohol (25265-77-4); Dipropylene Glycol Butyl Ether (29911-28-2).

**WARNING:** Cancer and Reproductive Harm – [www.P65Warnings.ca.gov](http://www.P65Warnings.ca.gov)



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# Smooth BLOCFIL™ Select

## Interior/Exterior Concrete Block Filler SBSL00



**DESCRIPTION:** Smooth BLOCFIL™ Select is a smooth latex heavy-bodied filler for interior and exterior porous cinder block and concrete block. Smooth BLOCFIL Select fills and bridges voids and cracks, prevents water from penetrating into the block and mortar joints, and improves the appearance.

### PRODUCT INFORMATION

**SOLVENT TYPE:** Waterborne **RESIN TYPE:** Modified copolymer

**FINISH** (ASTM D 523): 1–3% on a 60° meter

**COLORS:** White. Smooth BLOCFIL Select may be tinted with up to 2 fl. oz. of Dunn-Edwards ZTC Zero VOC colorant per gallon.

**VISCOSITY@77°F/25°C** (ASTM D 562): 108–118 KU

<b>MAXIMUM VOC CONTENT</b> 50 g/L (as supplied)	<b>MAXIMUM RAVOC</b> (Reactivity-Adjusted VOC) 35 g/L
--	--

<b>SOLIDS BY VOLUME</b> (ASTM D 2697) 50.5% ± 2%	<b>SOLIDS BY WEIGHT</b> 70.2% ± 2%
---	---------------------------------------

**WEIGHT PER GALLON** (ASTM D 1475): 13.40 lbs.

#### COMPOSITION BY WEIGHT

Pigment—60.5%	Vehicle—39.5%
*Prime pigments ..... 2.7	Acrylic resins ..... 7.7
Reinforcing pigments ..... 57.8	Water & additives ..... 31.8

\*Prime pigments include titanium dioxide (TiO<sub>2</sub>), plus all other pigments directly adding to the hiding power of this paint.

#### RECOMMENDED FILM THICKNESS PER COAT

Wet: 14.0 mils Dry: 7.0 mils

#### PRACTICAL COVERAGE PER COAT AT RECOMMENDED DRY FILM THICKNESS

Approximately 50–100 sq. ft. per gallon, depending on surface conditions and application techniques.

**THINNING RECOMMENDATION:** This coating is intended to be applied without thinning or diluting under normal environmental and application conditions. If necessary to maintain good workability, add up to 1/4 pint (4 fl. oz.) of clean water per gallon of coating.

#### AVERAGE DRY TIME@77°F/25°C (ASTM D 1640)

To touch: 1–2 hours Recoat: After 4 hours with latex paints, overnight with alkyd paints

Dry times and recoat times are temperature, humidity and film thickness dependent.

**APPLICATION EQUIPMENT:** Brush, roller, airless spray (if sprayed, material must be back-rolled or brushed into the surface pores and mortar joints).

**PACKAGING:** Five-gallon containers

**STORAGE:** Store in a dry area. Protect from freezing. Protect from temperatures above 110°F for extended periods of time. Extreme temperatures may cause paint to become unusable. See *Paint Storage Best Practices* Technical Bulletin at dunnedwards.com for more information.

**CLEANUP:** Warm, soapy water

**DISPOSAL:** For information on local options to dispose of unwanted leftover paint, call Dunn-Edwards Customer Service at 1-888-DEPAINT or visit [www.dunnedwards.com](http://www.dunnedwards.com). **Do not mix with other products.**

**CONFORMS TO:** ARB 2007 SCM & CALGreen 2016; CA Section 01350; LEED 2009 IEQ Credit 4.2; LEED v4 EQ Credit 2; MPI Approved Product #4, #4X-Green; CRGI GreenWise Certified

**SAFETY DATA SHEET:** Available at [www.dunnedwards.com](http://www.dunnedwards.com)

**SURFACE PREPARATION:** All surfaces must be cured, clean, dry, and free from dirt, dust, rust, stains, grease, oil, mildew, wax, efflorescence, bond-breakers, and other contaminants. Remove all loose, peeling, or chalky paint by sanding, scraping, or other appropriate methods. Repair all cracks, holes, and other surface imperfections with a suitable patching material. Repaired surfaces should then be sanded smooth and dusted clean. Glossy surfaces should be dulled to provide a roughened surface for good adhesion.

#### SPECIAL INSTRUCTIONS

- CAUTION!** Scraping or sanding surfaces of older buildings (especially pre-1978) may release dust containing lead or asbestos. EXPOSURE TO LEAD OR ASBESTOS CAN BE VERY HAZARDOUS TO YOUR HEALTH. Wear a NIOSH-approved N95 particulate filter mask to avoid breathing dust. Use a HEPA vacuum for cleanup, and finish by water-washing all surfaces. For more information, see Dunn-Edwards brochure on "Surface Preparation Safety" or call U.S. EPA's lead hotline at 1-800-424-LEAD, or visit [www.epa.gov/lead](http://www.epa.gov/lead) or /asbestos, or contact your state or local Health Agency.
- This product can neither cause nor prevent or cure the growth of mold, mildew, or other forms of fungus. Excessive moisture and inadequate ventilation are the main conditions that promote their growth. Correct any such conditions before painting.
- Work Smooth BLOCFIL Select into the surface pores and mortar joints by brushing, rolling, or using other appropriate methods. Use both horizontal and vertical strokes to help ensure uniform finish.
- Allow Smooth BLOCFIL Select to dry overnight before applying alkyd based paints.
- Do not apply when the air or surface temperature is below 50°F.

#### USE AS A PRIMER/FILLER FOR

**MASONRY:** Smooth BLOCFIL™ Select can be applied on surfaces with a pH of up to 11.

Concrete block: } Smooth BLOCFIL Select (SBSL00)  
Cinder block: }

*\*This product has been tested and certified by Coatings Research Group Inc., an international paint industry-organized ISO-accredited testing laboratory, to meet performance and environmental standards as shown on [www.greenwisepaint.com](http://www.greenwisepaint.com). Dunn-Edwards is a member of CRGI.*

**HEALTH & SAFETY CAUTIONS:** INHALATION OF SPRAY MIST OR SANDING DUST MAY BE HARMFUL. Use only with adequate ventilation. Avoid breathing vapors, spray mist and sanding dust. Wear NIOSH-approved N95 particulate filter mask when spraying or sanding. Avoid contact with skin and eyes. Do not ingest. Close container after each use. **FIRST AID:** If swallowed, immediately give 1 or 2 glasses of water to drink – for emergency information, call 1-800-222-1222. If having difficulty breathing, move to fresh air. For eye contact, immediately flush with water for 15 minutes. For skin contact, wash thoroughly with soap and water.

#### • KEEP OUT OF REACH OF CHILDREN •

Ingredient (CAS #): Limestone (1317-65-3); Water (7732-18-5); Copolymer Resin (Proprietary); Kaolin, Calcined (92704-41-1); Titanium Dioxide (13463-67-7); Quartz (14808-60-7).

**⚠ WARNING:** Cancer and Reproductive Harm – [www.P65Warnings.ca.gov](http://www.P65Warnings.ca.gov)



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# ENDURALASTIC® 5

Elastomeric  
Wall Coating  
EDLV10-0



**ENDURALASTIC® 5** is a premium specialty 100% acrylic elastomeric wall coating designed for use on exterior surfaces.

**ENDURALASTIC 5** has very good flexibility, dirt pick-up resistance, chalking and binder degradation resistance, and provides waterproofing protection against wind-driven rain. **ENDURALASTIC 5** seals and bridges hairline cracks and provides an attractive appearance that is both decorative and protective.

## PRODUCT INFORMATION

<b>SOLVENT TYPE:</b> Waterborne		<b>RESIN TYPE:</b> 100% acrylic	
<b>FINISH</b> (ASTM D 523): Flat: 2.0–5.0% on a 60° meter; 3.0–7.0% on an 85° meter			
<b>COLORS:</b> Available in tint bases: L Tintable White, M Medium, U Ultra Deep			
<b>VISCOSITY@77°F/25°C</b> (ASTM D 562): 125–140 KU			
<b>MAXIMUM VOC CONTENT</b> 50 g/L (as supplied)		<b>MAXIMUM RAVOC</b> (Reactivity-Adjusted VOC) 25 g/L	
<b>SOLIDS BY VOLUME</b> (ASTM D 2697) 43.0% ± 2%		<b>SOLIDS BY WEIGHT</b> 57.2% ± 2%	
<b>WEIGHT PER GALLON</b> (ASTM D 1475): 11.15 lbs.			
<b>COMPOSITION BY WEIGHT</b>			
<b>Pigment—35.3%</b>		<b>Vehicle—64.7%</b>	
*Prime pigments .....9.0		Acrylic resins.....20.2	
Reinforcing pigments.....26.3		Water & additives .....44.5	
<i>*Prime pigments include titanium dioxide (TiO<sub>2</sub>), plus all other pigments directly adding to the hiding power of this paint.</i>			
<b>RECOMMENDED FILM THICKNESS</b> (see Special Instructions)			
Wet: 26-30 mils		Dry: 11-13 mils	
<i>Thin-Film Application</i>		Wet: 17-19 mils    Dry: 7-8 mils	
<b>PERFORMANCE SPECIFICATIONS</b>			
Tensile Strength: 315 PSI		Wind Driven Rain: PASS	
Elongation: 266%		Permeability: 6.0	
<b>PRACTICAL COVERAGE PER COAT AT RECOMMENDED DRY FILM THICKNESS</b>			
Approximately 25–75 sq. ft. per gallon, depending on surface conditions and application techniques.			
<b>THINNING RECOMMENDATION:</b> This coating is intended to be applied without thinning or diluting.			
<b>AVERAGE DRY TIME@77°F/25°C</b> (ASTM D 1640)			
To touch: 60 minutes		Recoat: 24 hours	
Dry times and recoat times are temperature, humidity and film thickness dependent.			
<b>APPLICATION EQUIPMENT:</b> Brush, roller, airless spray (see Special Instructions)			
<b>PACKAGING:</b> Five-gallon container			
<b>STORAGE:</b> Store in a dry area. Protect from freezing. Protect from temperatures above 110°F for extended periods of time. Extreme temperatures may cause paint to become unusable. See <i>Paint Storage Best Practices</i> Technical Bulletin at <a href="http://dunnedwards.com">dunnedwards.com</a> for more information.			
<b>CLEANUP:</b> Warm, soapy water			
<b>DISPOSAL:</b> For information on local options to dispose of unwanted leftover paint, call Dunn-Edwards Customer Service at 1-888-DEPAINT or visit <a href="http://www.dunnedwards.com">www.dunnedwards.com</a> . <b>Do not mix with other products.</b>			
<b>CONFORMS TO:</b> ARB 2007 SCM & CALGreen 2016			
<b>SAFETY DATA SHEET:</b> Available at <a href="http://www.dunnedwards.com">www.dunnedwards.com</a>			
<b>SURFACE PREPARATION:</b> All surfaces must be cured, clean, dry, and free from dirt, dust, rust, stains, grease, oil, mildew, wax, efflorescence, bond-breakers, and other contaminants. Remove all loose, peeling, or chalky paint by sanding, scraping, or other appropriate methods. Repair all cracks, holes, and other surface imperfections with a suitable patching material. Repaired surfaces should then be sanded smooth and dusted clean. Glossy surfaces should be dulled to provide a roughened surface for good adhesion.			

## SPECIAL INSTRUCTIONS

- **CAUTION!** Scraping or sanding surfaces of older buildings (especially pre-1978) may release dust containing lead or asbestos. EXPOSURE TO LEAD OR ASBESTOS CAN BE VERY HAZARDOUS TO YOUR HEALTH. Wear a NIOSH-approved N95 particulate filter mask to avoid breathing dust. Use a HEPA vacuum for cleanup, and finish by water-washing all surfaces. For more information, see Dunn-Edwards brochure on "Surface Preparation Safety" or call U.S. EPA's lead hotline at 1-800-424-LEAD, or visit [www.epa.gov/lead](http://www.epa.gov/lead) or /asbestos, or contact your state or local Health Agency.
- This product can neither cause nor prevent or cure the growth of mold, mildew, or other forms of fungus. Excessive moisture and inadequate ventilation are the main conditions that promote their growth. Correct any such conditions before painting.
- If efflorescence exists, remove all noticeable deposits and prime the entire surface with **SUPER-LOC® Premium (SLPR00)**, **EFF-STOP® Select (ESSL00)** or **FLEX-PRIME® Select (FPSL00)**.
- Airless spray application of **ENDURALASTIC 5** must be "pinhole-free" and have a dry film thickness of 11–13 mils. Surface features mandate the method of application and number of coats needed to achieve this.
- Thin-Film application: Airless spray application of **ENDURALASTIC 5** must be "pinhole-free" and have a dry film thickness of 7–8 mils. Surface features mandate the method of application and number of coats needed to achieve this.
- Do not thin or reduce.
- Do not apply when the air or surface temperature is below 50°F.

## PRIMERS

### MASONRY

Plaster:	} <b>SUPER-LOC® Premium (SLPR00), EFF-STOP® Select (ESSL00) or FLEX-PRIME® Select (FPSL00)</b>
Stucco (new):	
Stucco (repaint):	
Tilt-up concrete:	
Poured-in-place:	
Brick:	} <b>Smooth BLOCFIL Premium (SBPR00) or Smooth BLOCFIL Select (SBSL00)</b>
Smooth trowel:	
Concrete block:	

### METAL

Ferrous:	<b>BLOC-RUST® Premium (BRPR00) or ENDURAPRIME™ Metal Primer (ENPR00)</b>
Non-ferrous:	<b>ULTRASHIELD® Galvanized Metal Primer (ULGM00) or BLOC-RUST® Premium (BRPR00)</b>
Galvanized steel:	<b>ULTRASHIELD® Galvanized Metal Primer (ULGM00) or *ULTRA-GRIP® Premium (UGPR00)</b>

\*for incidental use on galvanized





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# ENDURALASTIC® 5

## Elastomeric Wall Coating

### EDLV10-0

#### PRODUCT INFORMATION

**HEALTH & SAFETY CAUTIONS:** INHALATION OF SPRAY MIST OR SANDING DUST MAY BE HARMFUL. Use only with adequate ventilation. Avoid breathing vapors, spray mist and sanding dust. Wear NIOSH-approved N95 particulate filter mask when spraying or sanding. Avoid contact with skin and eyes. Do not ingest. Close container after each use. **FIRST AID:** If swallowed, immediately give 1 or 2 glasses of water to drink – for emergency information, call 1-800-222-1222. If having difficulty breathing, move to fresh air. For eye contact, immediately flush with water for 15 minutes. For skin contact, wash thoroughly with soap and water.

• KEEP OUT OF REACH OF CHILDREN •

Ingredient (CAS #): Water (7732-18-5); Nepheline Syenite (37244-96-5); Copolymer Resin (Proprietary); Titanium Dioxide (13463-67-7); Ester Alcohol (25265-77-4); Benzophenone (119-61-9).

⚠ **WARNING:** Cancer and Reproductive Harm – [www.P65Warnings.ca.gov](http://www.P65Warnings.ca.gov)



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## SAFETY DATA SHEET

### **SDS FORM D: ENDURALASTIC ELASTOMERIC WALL COATINGS**

The following Safety Data Sheet (SDS) is being provided pursuant to requirements of the Fed/OSHA (29 CFR 1910.1200) and Cal/OSHA (8 CCR 5194) Hazard Communication Standards. The health and hazards information given here is based on data believed to be accurate by Dunn-Edwards Corporation; we do not, however, assume any liability for the accuracy or completeness of this information. We neither suggest nor guarantee that any hazards mentioned are the only ones that may exist. All persons intending to rely on any recommendation, or to use any technique, equipment, or material mentioned should first satisfy themselves that they can meet all applicable safety and health standards.

The following SDS supersedes any previously issued SDS for each product covered. The reader is advised to destroy any obsolete SDS and refer only to this SDS. As permitted by OSHA, each SDS may apply to a class of products which have similar hazards and contents.

Products covered by this SDS are listed below:

**EDLV10-0A:** ENDURALASTIC 5 Elastomeric Wall Coating  
**EDLX10-0A:** ENDURALASTIC 10 Elastomeric Wall Coating

08/02/21

# SAFETY DATA SHEET

FORM D: ENDURALASTIC ELASTOMERIC WALL COATINGS

SDS DATE: 08/02/2021

## SECTION 1: PRODUCT AND COMPANY IDENTIFICATION

### PRODUCT IDENTIFICATION:

SEE COVER PAGE FOR LIST OF PRODUCTS COVERED

PRODUCT TYPE: WATERBORNE PAINT  
RECOMMENDED USE: ARCHITECTURAL COATING

HMIS CODES: H F R PP  
1\* 0 0 E

MANUFACTURER: DUNN-EDWARDS CORPORATION  
4885 EAST 52<sup>ND</sup> PLACE  
LOS ANGELES, CA 90058-5507

EMERGENCY PHONE: 1-800-222-1222  
OTHER CALLS: (323) 826-2685  
FAX NUMBER: (323) 771-1611



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## SECTION 2: HAZARDS IDENTIFICATION

GHS CLASSIFICATION: CARCINOGENICITY: CATEGORY 2

GHS LABEL ELEMENTS: [NOTE: THIS CONSUMER PRODUCT IS EXEMPT FROM OSHA GHS-HCS LABELING REQUIREMENTS.]

SIGNAL WORD: (NONE REQUIRED) HAZARD STATEMENT: (NONE REQUIRED)

PICTOGRAM: (NONE REQUIRED)

### PRECAUTIONARY STATEMENTS:

PREVENTION: DO NOT INGEST. USE ONLY WITH ADEQUATE VENTILATION. AVOID BREATHING VAPORS, SPRAY MIST AND SANDING DUST. WEAR APPROPRIATE NIOSH-APPROVED RESPIRATORY PROTECTION WHEN SPRAYING OR SANDING. AVOID CONTACT WITH SKIN AND EYES. CLOSE CONTAINER AFTER EACH USE. KEEP OUT OF REACH OF CHILDREN.

RESPONSE: CLEAN UP SPILLS WITH INERT ABSORBENT MATERIAL, SUCH AS CLAY GRANULES, PAPER OR CLOTH WIPES. ALLOW TO DRY BEFORE DISPOSAL.

STORAGE & DISPOSAL: KEEP BETWEEN 40°F AND 110°F AT ALL TIMES. DISPOSE OF CONTAINER AND CONTENTS IN ACCORDANCE WITH APPLICABLE LOCAL, STATE AND FEDERAL REGULATIONS.

HAZARDS NOT OTHERWISE CLASSIFIED: NONE.

## SECTION 3: COMPOSITION / INFORMATION ON INGREDIENTS

### HAZARDOUS INGREDIENTS:

CHEMICAL NAME	COMMON NAME / SYNONYMS	CAS NUMBER	CONCENTRATION (%WT)
BENZOPHENONE	DIPHENYL KETONE	00119-61-9	< 0.2 %

SEE SECTION 11 (TOXICOLOGICAL INFORMATION) FOR POSSIBLE HAZARDOUS BY-PRODUCTS.

# SAFETY DATA SHEET

FORM D: ENDURALASTIC ELASTOMERIC WALL COATINGS

SDS DATE: 08/02/2021

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## SECTION 4: FIRST-AID MEASURES

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EYES: FLUSH EYES WITH FRESH WATER FOR AT LEAST 15 MINUTES.

SKIN: WASH THOROUGHLY WITH SOAP AND WATER.

INGESTION: HAVE VICTIM DRINK 1 OR 2 GLASSES OF WATER TO ENSURE DILUTION.

INHALATION: MOVE VICTIM TO FRESH AIR.

MOST IMPORTANT SYMPTOMS AND EFFECTS: MAY CAUSE MILD IRRITATION TO SKIN AND EYES, GASTROINTESTINAL AND RESPIRATORY TRACTS. SLIGHT DIZZINESS, NAUSEA AND HEADACHE POSSIBLE.

NOTES TO FIRST AID PROVIDERS: CALL FOR MEDICAL ASSISTANCE IF SYMPTOMS PERSIST.

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## SECTION 5: FIRE-FIGHTING MEASURES

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SUITABLE EXTINGUISHING MEDIA: FOAM, ALCOHOL FOAM, CO2, DRY CHEMICAL, WATER FOG.

UNUSUAL FIRE AND EXPLOSION HAZARDS: LIQUID MATERIAL IS NON-COMBUSTIBLE, BUT DRIED FILMS ARE CAPABLE OF SUPPORTING COMBUSTION WHEN IN CONTACT WITH OPEN FLAMES. CLOSED CONTAINERS CAN DEVELOP INTERNAL PRESSURE AND MAY RUPTURE WHEN SUBJECTED TO EXTREME HEAT.

HAZARDOUS COMBUSTION PRODUCTS: COMBUSTION CAN PRODUCE CARBON MONOXIDE AND/OR CARBON DIOXIDE.

SPECIAL EQUIPMENT & PRECAUTIONS: USE SELF-CONTAINED BREATHING APPARATUS IN CONFINED SPACES. OBSERVE RECOMMENDED PROCEDURES FOR HANDLING ORDINARY COMBUSTIBLE MATERIALS.

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## SECTION 6: ACCIDENTAL RELEASE MEASURES

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PERSONAL PRECAUTIONS, PROTECTIVE EQUIPMENT, EMERGENCY PROCEDURES: WEAR WATERPROOF GLOVES TO AVOID SKIN CONTACT. KEEP CHILDREN AND PETS AWAY FROM SPILLED LIQUID. PREVENT LIQUID FROM ENTERING DRAINS.

METHODS AND MATERIALS FOR CONTAINMENT AND CLEAN UP: DIKE SPILLED LIQUID WITH INERT MATERIAL, SUCH AS CLAY GRANULES. SCOOP UP EXCESS LIQUID AND POUR INTO CONTAINER. USE PAPER OR CLOTH WIPES TO CLEAN UP SMALL SPILLS. ALLOW TO DRY BEFORE DISPOSAL.

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## SECTION 7: HANDLING AND STORAGE

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SAFE HANDLING PRECAUTIONS: KEEP CONTAINERS CLOSED WHEN NOT IN USE. DO NOT STACK CONTAINERS MORE THAN THREE HIGH. SECURE LOADS AGAINST SHIFTING DURING TRANSPORTATION. USE ONLY AN APPROPRIATE TOOL TO OPEN CONTAINERS.

SAFE STORAGE CONDITIONS: STORE IN COOL, WELL-VENTILATED AREA. MAINTAIN TEMPERATURE BETWEEN 40°F AND 110°F. AVOID EXPOSURE TO DIRECT SUNLIGHT, HEAT OR FLAME. INSPECT CONTAINERS FOR LEAKS PERIODICALLY. ROTATE STOCK, USE OLDER MATERIAL FIRST.

INCOMPATIBILITIES: DO NOT HANDLE OR STORE NEAR WATER-REACTIVE MATERIALS, STRONG OXIDIZERS, ACIDS OR ALKALIS.

# SAFETY DATA SHEET

FORM D: ENDURALASTIC ELASTOMERIC WALL COATINGS

SDS DATE: 08/02/2021

## SECTION 8: EXPOSURE CONTROLS / PERSONAL PROTECTION

HAZARDOUS INGREDIENTS	CAS NUMBER	%WT	ACGIH	OSHA EXPOSURE LIMITS				VAPOR PRESS mmHg @ TEMP
			TLV/TWA PPM	TWA PPM	MG/M <sup>3</sup>	STEL PPM	MG/M <sup>3</sup>	
BENZOPHENONE	00119-61-9	< 0.2 %	N/A	N/A	N/A	N/A	N/A	0.0 @ 68° F

ENGINEERING CONTROLS:	USE SIGNS OR BARRIERS TO RESTRICT ACCESS TO PAINTING WORK AREA.
VENTILATION :	NORMAL AIR CIRCULATION SHOULD BE SUFFICIENT; OTHERWISE, USE PORTABLE FANS. ENSURE ADEQUATE VENTILATION DURING APPLICATION, DRYING AND CURING OF PAINT.
RESPIRATORY PROTECTION:	FOR SPRAY APPLICATION, USE A NIOSH-APPROVED PARTICULATE FILTER MASK (RATED N95 OR HIGHER) TO AVOID BREATHING SPRAY MIST. EXPOSED PERSONS WITH ALLERGIES OR ASTHMA MAY NEED AN ORGANIC VAPOR/PARTICULATE RESPIRATOR (NIOSH/MSHA TC 23C OR EQUIVALENT).  WHEN SANDING, SCRAPING, OR ENGAGING IN ANY ACTIVITY THAT GENERATES AIRBORNE NUISANCE DUST, WEAR A NIOSH-APPROVED PARTICULATE FILTER MASK (RATED N95 OR HIGHER) TO AVOID BREATHING DUST. FINISH CLEANUP BY WATER-WASHING ALL SURFACES TO REMOVE DUST RESIDUE.
EYE PROTECTION:	USE SAFETY GLASSES, GOGGLES, OR FACE SHIELD TO PROTECT EYES.
SKIN PROTECTION:	USE WATERPROOF GLOVES (LATEX, VINYL, RUBBER, OR NEOPRENE) TO AVOID SKIN CONTACT.
OTHER PROTECTIVE CLOTHING OR EQUIPMENT:	WATERPROOF HEADCOVERING AND GENERAL PROTECTIVE CLOTHING ARE RECOMMENDED FOR PROTECTION AS NECESSARY.
WORK HYGIENIC PRACTICES:	WASH HANDS AND FACE BEFORE EATING OR DRINKING.

## SECTION 9: PHYSICAL AND CHEMICAL PROPERTIES

APPEARANCE:	OPAQUE LIQUID DISPERSION	VAPOR PRESSURE:	SAME AS WATER VAPOR	
ODOR:	VERY MILD ODOR	VAPOR DENSITY:	SAME AS WATER VAPOR	
ODOR THRESHOLD:	(NO INFORMATION AVAILABLE)	SPECIFIC GRAVITY:	1.4 (H <sub>2</sub> O = 1)	
pH AS SUPPLIED:	8.7	SOLUBILITY IN WATER:	PARTLY SOLUBLE	
FREEZING POINT:	0° C / 32° F	PARTITION COEFFICIENT:	(NO INFORMATION AVAILABLE)	
BOILING POINT:	100° C / 212° F	AUTO-IGNITION TEMP:	(NOT APPLICABLE)	
FLASH POINT:	(NOT APPLICABLE)	DECOMPOSITION TEMP:	(NO INFORMATION AVAILABLE)	
EVAPORATION RATE:	SAME AS WATER	VISCOSITY:	130 – 140 KU	
FLAMMABILITY:	(NOT APPLICABLE)	PERCENT SOLIDS:	BY VOL: 47%	BY WT: 61%
UPPER EXPLOSIVE LIMIT:	(NOT APPLICABLE)	PERCENT VOLATILE:	BY VOL: 53%	BY WT: 39%
LOWER EXPLOSIVE LIMIT:	(NOT APPLICABLE)			

# SAFETY DATA SHEET

FORM D: ENDURALASTIC ELASTOMERIC WALL COATINGS

SDS DATE: 08/02/2021

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## SECTION 10: STABILITY AND REACTIVITY

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REACTIVITY: REACTIVITY NOT KNOWN TO OCCUR UNDER NORMAL CONDITIONS.

CHEMICAL STABILITY: STABLE UNDER NORMAL CONDITIONS.

POSSIBILITY OF HAZARDOUS REACTIONS: POLYMERIZATION WILL NOT OCCUR.

CONDITIONS TO AVOID: AVOID STORAGE OR USE AT TEMPERATURES BELOW 40° F.

INCOMPATIBLE MATERIALS: AVOID WATER-REACTIVE MATERIALS, STRONG OXIDIZERS, ACIDS AND ALKALIS.

HAZARDOUS DECOMPOSITION PRODUCTS: COMBUSTION CAN PRODUCE CARBON MONOXIDE AND/OR CARBON DIOXIDE.

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## SECTION 11: TOXICOLOGICAL INFORMATION

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LIKELY ROUTES OF EXPOSURE: INHALATION, INGESTION, SKIN AND EYE CONTACT

SYMPTOMS OF OVEREXPOSURE: MAY CAUSE MILD IRRITATION TO SKIN AND EYES, GASTROINTESTINAL AND RESPIRATORY TRACTS. SLIGHT DIZZINESS, NAUSEA AND HEADACHE POSSIBLE.

DELAYED OR CHRONIC EFFECTS: AVAILABLE INFORMATION PROVIDES NO EVIDENCE OF DELAYED OR CHRONIC HEALTH EFFECTS ASSOCIATED WITH EXPOSURE TO THIS PRODUCT DURING NORMAL USE WITH RECOMMENDED PERSONAL PROTECTION AS NEEDED. CONTAINS A TRACE AMOUNT (< 0.2 % WT) OF BENZOPHENONE, AN IARC CLASS 2B POSSIBLE HUMAN CARCINOGEN, BASED ON LABORATORY ANIMAL EXPOSURES BY ROUTE OF INGESTION. RELEVANCE TO HUMANS IS UNKNOWN.

NUMERICAL MEASURES OF TOXICITY: (NO INFORMATION AVAILABLE)

CARCINOGENICITY (BENZOPHENONE): ACGIH? NO. IARC? YES. NIOSH? NO. NTP? NO. OSHA? NO.

HAZARDOUS BY-PRODUCTS: SPRAY APPLICATION OF THIS PRODUCT CAN GENERATE SPRAY MIST, WHICH MAY BE HARMFUL IF INHALED. RESPIRATORY IRRITATION AND SHORTNESS OF BREATH POSSIBLE. RISK DEPENDS ON LEVEL AND DURATION OF EXPOSURE.

SANDING, SCRAPING, OR OTHERWISE DISTURBING THE DRY FILM OF THIS PRODUCT CAN GENERATE AIRBORNE NUISANCE DUST, WHICH MAY BE HARMFUL IF INHALED. RESPIRATORY IRRITATION AND SHORTNESS OF BREATH POSSIBLE. RISK DEPENDS ON LEVEL AND DURATION OF EXPOSURE.

SEE SECTION 8 (EXPOSURE CONTROLS / PERSONAL PROTECTION) FOR INFORMATION ON RESPIRATORY PROTECTION WHEN SPRAYING OR SANDING.

**NOTE:** SPRAY MIST OR SANDING DUST MAY CONTAIN TITANIUM DIOXIDE PIGMENT PARTICLES BOUND IN THE RESINOUS MATRIX OF (1) PAINT DROPLETS THAT MAKE UP SPRAY MIST OR (2) PAINT FRAGMENTS THAT MAKE UP SANDING DUST. TITANIUM DIOXIDE, IN THE FORM OF AIRBORNE, UNBOUND PARTICLES OF RESPIRABLE SIZE, HAS BEEN CLASSIFIED BY IARC AS GROUP 2B: POSSIBLY CARCINOGENIC TO HUMANS, BASED ON TWO LABORATORY WHITE RAT INHALATION EXPOSURE STUDIES, IN WHICH LUNG OVERLOAD CONDITIONS RESULTED IN TUMOR FORMATION. THE IARC MONOGRAPH ON TITANIUM DIOXIDE, HOWEVER, STATES AT THE CONCLUSION OF ITS SUMMARY CHAPTER: "NO SIGNIFICANT EXPOSURE TO PRIMARY PARTICLES OF TITANIUM DIOXIDE IS THOUGHT TO OCCUR DURING THE USE OF PRODUCTS IN WHICH TITANIUM DIOXIDE IS BOUND TO OTHER MATERIALS, SUCH AS IN PAINTS." ALSO, MULTIPLE EPIDEMIOLOGICAL STUDIES OF TITANIUM DIOXIDE PRODUCTION WORKERS WITH LONG-TERM OCCUPATIONAL EXPOSURE TO AIRBORNE TITANIUM DIOXIDE DUST FOUND NO RELIABLE CORRELATION BETWEEN EXPOSURE AND INCIDENCE OF LUNG CANCER OR OTHER CHRONIC LUNG DISEASES. SCIENTISTS AT MAJOR SUPPLIERS OF TITANIUM DIOXIDE PIGMENT TO DUNN-EDWARDS HAVE EACH PERFORMED AN INDEPENDENT GHS HAZARD CLASSIFICATION OF TITANIUM DIOXIDE PIGMENT AND EACH CONCLUDED THAT TITANIUM DIOXIDE PIGMENT IS "NOT A HAZARDOUS SUBSTANCE OR MIXTURE," BASED ON THE WEIGHT OF SCIENTIFIC EVIDENCE.

SPRAY MIST OR SANDING DUST MAY ALSO CONTAIN QUARTZ AND/OR CRISTOBALITE PARTICLES BOUND IN THE RESINOUS MATRIX OF (1) PAINT DROPLETS THAT MAKE UP SPRAY MIST OR (2) PAINT FRAGMENTS THAT MAKE UP SANDING DUST. QUARTZ AND CRISTOBALITE ARE TWO VARIETIES OF CRYSTALLINE SILICA, WHICH, IN THE FORM OF AIRBORNE, UNBOUND ("FREE") PARTICLES OF RESPIRABLE SIZE, HAS BEEN CLASSIFIED BY IARC AS GROUP 1: CARCINOGENIC TO HUMANS, BASED ON EVIDENCE THAT LONG-TERM OCCUPATIONAL EXPOSURE TO FREE CRYSTALLINE SILICA DUST CAN CAUSE SILICOSIS, A CHRONIC LUNG DISEASE THAT MAY PROGRESS TO LUNG CANCER. EXPOSURE TO FREE CRYSTALLINE SILICA DUST COMMONLY OCCURS IN WORK WITH ROCK, STONE, GRAVEL, SAND, SOIL, CONCRETE, AND MASONRY.

# SAFETY DATA SHEET

FORM D: ENDURALASTIC ELASTOMERIC WALL COATINGS

SDS DATE: 08/02/2021

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## SECTION 12: ECOLOGICAL INFORMATION

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ECOLOGICAL INFORMATION: (NO INFORMATION AVAILABLE)

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## SECTION 13: DISPOSAL CONSIDERATIONS

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WASTE DISPOSAL METHOD: COLLECT SPILLED MATERIAL, USED ABSORBENT MATERIAL AND WIPES INTO A SUITABLE CONTAINER AND DISPOSE IN ACCORDANCE WITH ALL APPLICABLE LOCAL, STATE, AND FEDERAL REGULATIONS. DRY, EMPTY CONTAINERS MAY BE RECYCLED OR DISPOSED OF AS ORDINARY TRASH.

RCRA HAZARD CLASS: NON-HAZARDOUS

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## SECTION 14: TRANSPORT INFORMATION

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THIS MATERIAL IS NOT SUBJECT TO DOT, IATA/ICAO, OR IMO/IMDG TRANSPORTATION REGULATIONS. ACCEPTABLE FOR AIR TRANSPORT AS NON-HAZARDOUS GOODS.

UN NUMBER: (NOT APPLICABLE) UN PROPER SHIPPING NAME: (NOT APPLICABLE)

TRANSPORT HAZARD CLASS: (NOT APPLICABLE) PACKING GROUP: (NOT APPLICABLE)

ENVIRONMENTAL HAZARDS: (NOT APPLICABLE) TRANSPORT IN BULK: (NOT APPLICABLE)

SPECIAL PRECAUTIONS: FOLLOW RECOMMENDED PROCEDURES FOR SAFE HANDLING AND STORAGE.

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## SECTION 15: REGULATORY INFORMATION

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U.S. FEDERAL REGULATIONS:

TSCA: ALL COMPONENTS ARE LISTED IN TSCA INVENTORY OR EXEMPT.

CERCLA: NOT LISTED AS A HAZARDOUS SUBSTANCE.

SARA TITLE III: NOT LISTED AS A HAZARDOUS SUBSTANCE.

311/312 HAZARD CATEGORIES: (NOT APPLICABLE)

313 REPORTABLE INGREDIENTS: (NOT APPLICABLE)

STATE REGULATIONS: CALIFORNIA PROPOSITION 65 NOTICE:

 **WARNING!** CANCER AND REPRODUCTIVE HARM – [WWW.P65WARNINGS.CA.GOV](http://WWW.P65WARNINGS.CA.GOV)

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## SECTION 16: OTHER INFORMATION

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DATE OF PREPARATION: AUGUST 2, 2021

PREPARER INFORMATION: DUNN-EDWARDS CORPORATION  
ENVIRONMENTAL AFFAIRS DEPARTMENT  
EMAIL: [ENVIRONMENTAL@DUNNEDWARDS.COM](mailto:ENVIRONMENTAL@DUNNEDWARDS.COM)

DISCLAIMER: THE INFORMATION CONVEYED ABOVE, ALTHOUGH OBTAINED FROM SOURCES WE CONSIDER RELIABLE, IS FURNISHED BY DUNN-EDWARDS CORPORATION WITHOUT ANY WARRANTY (WHETHER EXPRESS OR IMPLIED) AS TO ITS ACCURACY, ADEQUACY, OR APPLICABILITY TO ANY PARTICULAR NEEDS OR CIRCUMSTANCES.



THE #1 CHOICE OF  
PAINTING PROFESSIONALS®

# ENDURAPRIME™

Interior /Exterior  
Acrylic Rust Preventative Metal Primer  
ENPR00



## DESCRIPTION

**ENDURAPRIME™ Rust Preventative Acrylic Metal Primer** is a high performance, interior/exterior, ultra-low VOC, single component, water-based acrylic primer. It offers excellent corrosion resistance and adhesion on ferrous metals. It is formulated to provide excellent early flash rust resistance for quicker return to service times.

## PRODUCT DATA

**SOLVENT TYPE:** Waterborne

**RESIN TYPE:** Acrylic

**COLORS:** Gray

**VISCOSITY@77°F/25°C** (ASTM D 562): 100–110 KU

**MAXIMUM VOC CONTENT:** 50 g/L

**MAXIMUM RAVOC** (Reactivity-Adjusted VOC): 30 g/L

**SOLIDS BY VOLUME** (ASTM D 2697): 40.0% ± 2%

**SOLIDS BY WEIGHT:** 53.0% ± 2%

**WEIGHT PER GALLON** (ASTM D 1475): 10.68 lbs.

### COMPOSITION BY WEIGHT

Pigment—29.6%	Vehicle—70.4%
*Prime pigments ..... 14.1	Resins..... 18.9
Reinforcing pigments..... 15.5	Water & additives..... 51.5

\*Prime pigments include titanium dioxide (TiO<sub>2</sub>), plus all other pigments directly adding to the hiding power of this paint.

### RECOMMENDED FILM THICKNESS PER COAT

Wet: 5 mils

Dry: 2 mils

### PRACTICAL COVERAGE PER COAT AT RECOMMENDED DRY FILM THICKNESS

Approximately 250-300 sq. ft. per gallon, depending on surface conditions and application techniques.

**THINNING RECOMMENDATION:** This coating is intended to be applied without thinning or diluting under normal application conditions. If necessary to maintain good workability, add up to 1/8 pint (2 fl. oz.) of clean water per gallon of coating.

### AVERAGE DRY TIME@77°F/25°C

 (ASTM D 1640)

To touch: 30–60 minutes

Recoat: 1–2 hours

Dry times and recoat times are temperature, humidity and film thickness dependent.

**PACKAGING:** One-gallon

**STORAGE:** Store in a dry area. Protect from freezing. Protect from temperatures above 110°F for extended periods of time. Extreme temperatures may cause paint to become unusable. See *Paint Storage Best Practices* Technical Bulletin at [dunnedwards.com](http://dunnedwards.com) for more information.

**CLEANUP:** Warm, soapy water

**DISPOSAL:** For information on local options to dispose of unwanted leftover paint, call Dunn-Edwards Customer Service at 1-888-DEPAINT or visit [www.dunnedwards.com](http://www.dunnedwards.com). Do not mix with other products.

**SAFETY DATA SHEET:** Available at [dunnedwards.com](http://dunnedwards.com)

## APPLICATION

**TEMPERATURE:** 50°F minimum, 90°F maximum (air, surface and material). Surface temperature must be at least 5°F above dew point.

**RELATIVE HUMIDITY:** 90% maximum

AIRLESS SPRAY	BRUSH	ROLLER
<b>PRESSURE:</b> 2000-2500 psi	Polyester/Nylon	3/8" nap
<b>TIP:</b> 0.13-0.15		

## CONFORMS TO

ARB 2007 SCM & CALGreen 2016; LEED 2009 IEQ Credit 4.2; Submitted for MPI Category #107; FDA Guidelines for Resinous & Polymeric Coatings

## ASTM TEST METHODS

### ADHESION (Aluminum & CRS)

**METHOD:** ASTM-D3359

**RESULT:** Excellent (5B)

### CORROSION (504 hours)

**METHOD:** ASTM-G-85 annex 5

**RESULT:** Pass (7)

### PENDULUM HARDNESS

**METHOD:** ASTM-4366

**RESULT:** >20 counts

### IMPACT RESISTANCE (Direct)

**METHOD:** ASTM-D2794

**RESULT:** 80in-#



## SURFACE PREPARATION

All surfaces must be cured, clean, dry, and free from dirt, dust, rust, stains, grease, oil, mildew, wax, efflorescence, bond-breakers, and other contaminants. Remove all loose, peeling, or chalky paint by sanding, scraping, or other appropriate methods. Repair all cracks, holes, and other surface imperfections with a suitable patching material. Repaired surfaces should then be sanded smooth and dusted clean. Glossy surfaces should be dulled to provide a roughened surface for good adhesion.

### FERROUS METALS (Iron & Steel)

Remove all oil and grease from surfaces per SSPC-SP1. Minimum surface preparation is Hand Tool Clean per SSPC-SP2. For better performance, use Commercial Blast Cleaning per SSPC-SP6. Primers are recommended for maximum performance.

### PREVIOUSLY PAINTED SURFACES

If substrates are in sound condition, clean the surface of all contaminants. Smooth, hard or glossy coatings and surfaces should be dulled by abrading the surface. Apply a test area, allowing paint to dry one week before testing adhesion. If adhesion is poor, additional abrasion of the surface and/or removal of the previous coating may be necessary. Retest surface for adhesion. If paint is peeling or badly weathered, clean surface to sound substrate and treat as a new surface as above.

## SPECIAL INSTRUCTIONS

- **CAUTION!** Scraping or sanding surfaces of older buildings (especially pre-1978) may release dust containing lead or asbestos. EXPOSURE TO LEAD OR ASBESTOS CAN BE VERY HAZARDOUS TO YOUR HEALTH. Wear a NIOSH-approved N95 particulate filter mask to avoid breathing dust. Use a HEPA vacuum for cleanup, and finish by water-washing all surfaces. For more information, see Dunn-Edwards brochure on "Surface Preparation Safety" or call U.S. EPA's lead hotline at 1-800-424-LEAD, or visit [www.epa.gov/lead](http://www.epa.gov/lead) or / asbestos, or contact your state or local Health Agency.
- This product can neither cause nor prevent or cure the growth of mold, mildew, or other forms of fungus. Excessive moisture and inadequate ventilation are the main conditions that promote their growth. Correct any such conditions before painting.
- Do not apply at air or surface temperatures below 50°F.

## PRIMERS

### METAL

Ferrous:

**BLOC-RUST® Premium (BRPR00)** or

**ENDURAPRIME™ Metal Primer (ENPR00)**

Non-ferrous:

**ULTRASHIELD® Galvanized Metal Primer (ULGM00)** or

**BLOC-RUST® Premium (BRPR00)**

Galvanized

**ULTRASHIELD® Galvanized Metal Primer (ULGM00)** or

steel:

**\*ULTRA-GRIP® Premium (UGPR00)**

*\*for incidental use on galvanized*

**HEALTH & SAFETY: CAUTIONS!** INHALATION OF SPRAY MIST OR SANDING DUST MAY BE HARMFUL. Use only with adequate ventilation. Avoid breathing vapors, spray mist and sanding dust. Wear NIOSH-approved N95 particulate filter mask when spraying or sanding. Avoid contact with skin and eyes. Do not ingest. Close container after each use. **FIRST AID:** If swallowed, immediately give 1 or 2 glasses of water to drink – for emergency information, call 1-800-222-1222. If having difficulty breathing, move to fresh air. For eye contact, immediately flush with water for 15 minutes. For skin contact, wash thoroughly with soap and water.

• **KEEP OUT OF REACH OF CHILDREN** •

Ingredient (CAS #): Water (7732-18-5); Copolymer Resin (Proprietary); Titanium Dioxide (13463- 67-7); Nepheline Syenite (37244-96-5); Talc, Non-Asbestos (14807-96-6).

 **WARNING:** Cancer and Reproductive Harm – [www.P65Warnings.ca.gov](http://www.P65Warnings.ca.gov)



THE #1 CHOICE OF  
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# ENDURA-COAT®

Interior/Exterior Semi-Gloss  
Industrial Maintenance Coating  
ENCT50



## DESCRIPTION

**ENDURA-COAT®** is a high performance, interior/exterior, low VOC, direct to metal, water-based acrylic Industrial Maintenance Coating with excellent adhesion and corrosion resistance. It can be used on properly prepared primed wood, masonry, plaster or drywall. ENDURA-COAT can be used as a direct-to-metal coating on properly cleaned and prepared metal substrates. For maximum protection, use of a substrate specific primer is always recommended.

**For Professional Use Only. Not for residential use.**  
(See **SPECIAL INSTRUCTIONS** re: Within SCAQMD.)

## PRODUCT DATA

**SOLVENT TYPE:** Waterborne

**FINISH:** Semi-Gloss: 40-50% on a 60° meter

**RESIN TYPE:** Acrylic

**COLORS:** Stock Colors: Black, Safety Red, Safety Yellow. Other colors can be special ordered or store mixed.

**TINT BASES:** L Tintable White, M Medium, U Ultra Deep

**VISCOSITY@77°F/25°C** (ASTM D 562): 94-100 KU

**MAXIMUM VOC CONTENT:** 100 g/L

**MAXIMUM RAVOC** (Reactivity-Adjusted VOC): 55 g/L

**SOLIDS BY VOLUME** (ASTM D 2697): 40.5% ± 2%

**SOLIDS BY WEIGHT:** 53.6% ± 2%

**WEIGHT PER GALLON** (ASTM D 1475): 10.62 lbs.

### COMPOSITION BY WEIGHT

<b>Pigment—25.9%</b>	<b>Vehicle—74.1%</b>
*Prime pigments ..... 25.0	Resins..... 24.1
Reinforcing pigments..... 0.9	Water & additives..... 50.0

\*Prime pigments include titanium dioxide (TiO<sub>2</sub>), plus all other pigments directly adding to the hiding power of this paint.

### RECOMMENDED FILM THICKNESS PER COAT

Wet: 3.7 mils

Dry: 1.5 mils

### PRACTICAL COVERAGE PER COAT AT RECOMMENDED DRY FILM THICKNESS

Approximately 375-425 sq. ft. per gallon, depending on surface conditions and application techniques.

**THINNING RECOMMENDATION:** This coating is intended to be applied without thinning or diluting under normal environmental and application conditions. If necessary to maintain good workability, add up to 1/4 pint (4 fl. oz.) of clean water per gallon of coating.

### AVERAGE DRY TIME@77°F/25°C (ASTM D 1640)

To touch: 1-2 hours

Recoat: 2-4 hours

Dry times and recoat times are temperature, humidity and film thickness dependent.

**PACKAGING:** One gallon containers

**STORAGE:** Store in a dry area. Protect from freezing. Protect from temperatures above 110°F for extended periods of time. Extreme temperatures may cause paint to become unusable. See *Paint Storage Best Practices* Technical Bulletin at [dunnedwards.com](http://dunnedwards.com) for more information.

**CLEANUP:** Warm, soapy water

**DISPOSAL:** For information on local options to dispose of unwanted leftover paint, call Dunn-Edwards Customer Service at 1-888-DEPAINT or visit [www.dunnedwards.com](http://www.dunnedwards.com). **Do not mix with other products.**

**SAFETY DATA SHEET:** Available at [dunnedwards.com](http://dunnedwards.com)

## APPLICATION

**TEMPERATURE:** 50°F minimum, 90°F maximum (air, surface and material). Surface temperature must be at least 5°F above dew point.

**RELATIVE HUMIDITY:** 85% maximum

AIRLESS SPRAY	BRUSH	ROLLER
<b>PRESSURE:</b> 1800-2500psi	Polyester/Nylon	1/4"-3/8" nap
<b>TIP:</b> .013"-.017"		

## CONFORMS TO

ARB 2007 SCM & CALGreen 2016; LEED 2009 IEQ Credit 4.2; MPI Approved Product #153,163; FDA Guidelines for Resinous & Polymeric Coating

## ASTM TEST METHODS

### ADHESION (to properly primed surfaces)

**METHOD:** ASTM-D3359

**RESULT:** Excellent (4B)

### ACCELERATED WEATHERING

**METHOD:** ASTM-D4587, 2000 hours

**RESULT:** Gloss Retention: Excellent (100%)

Color Retention:  $\Delta E < 0.88$

### CORROSION RESISTANCE (1 prime coat + 1 topcoat)

**METHOD:** ASTM-G- 85. A5, 504 Hours

**RESULT:** Pass

### PENDULUM HARDNESS

**METHOD:** ASTM-D4366, 7 days cure, >25 counts

**RESULT:** Excellent

## ASTM TEST METHODS (cont)

### FLEXIBILITY

**METHOD:** ASTM-D522, 180° bend, 1/8" mandrel

**RESULT:** Pass

### PENCIL HARDNESS

**METHOD:** ASTM-D3363

**RESULT:** Excellent (4H)

### CHEMICAL RESISTANCE

**METHOD:** ASTM-D1308

**RESULTS:** WD-40 = Pass

Windex = Pass

409 = Pass

Fantastik = Pass

Chlorox Bleach = Pass

IPA (99%) = Pass

Sulfuric Acid (50%) = Pass

Motor Oil = Pass

## SURFACE PREPARATION

All surfaces must be cured, clean, dry, and free from dirt, dust, rust, stains, grease, oil, mildew, wax, efflorescence, bond-breakers, and other contaminants. Remove all loose, peeling, or chalky paint by sanding, scraping, or other appropriate methods. Repair all cracks, holes, and other surface imperfections with a suitable patching material. Repaired surfaces should then be sanded smooth and dusted clean. Glossy surfaces should be dulled to provide a roughened surface for good adhesion.

### FERROUS METALS

Remove all oil and grease from surfaces per SSPC-SP1. Minimum surface preparation is Hand Tool Clean per SSPC-SP2. For better performance, use Commercial Blast Cleaning per SSPC-SP6. Primers are recommended for maximum performance.

### ALUMINUM

Remove all oil, grease, dirt, oxide and other foreign material per SSPC-SP1. Apply appropriate bonding primer for maximum performance.

### GALVANIZED METAL

Allow to weather a minimum of six months prior to coating. Solvent Clean per SSPC-SP1. When weathering is not possible, or the surface has been treated with chromates or silicates, first clean per SSPC-SP1 and apply a test patch of the appropriate galvanized metal primer. Allow patch to dry at least one week before testing adhesion. If adhesion is poor, further cleaning or brush blasting per SSPC-SP7 may be necessary to remove these treatments. Rusty galvanizing requires a minimum of Hand Tool Cleaning per SSPC-SP2, prime the area the same day as cleaned.

### CONCRETE & MASONRY

For surface preparation, refer to SSPC-SP13/NACE 6. Surfaces should be thoroughly cleaned and dry. Surface temperature must be at least 55°F before filling. If required for a smoother finish, use the recommended filler/surfacer. The filler/surfacer must be thoroughly dry before topcoating per manufacturer's recommendations. Weathered masonry and soft or porous

cement board must be brush blasted or power tool cleaned to remove loosely adhering contamination and to get to a hard, firm surface. Apply appropriate primer/sealer to promote adhesion.

### DRYWALL

Fill cracks and holes with patching paste/spackle and sand smooth. Joint compounds must be cured and sanded smooth. Remove all sanding dust. Apply appropriate primer/sealer.

### WOOD

Sand any exposed wood to a fresh surface. Patch all holes and imperfections with a wood filler or putty and sand smooth. Apply appropriate primer/sealer.

### PREVIOUSLY PAINTED SURFACES

If substrates are in sound condition, clean the surface of all contaminants per SSPC-SP1. Smooth, hard or glossy coatings and surfaces should be dulled by abrading the surface. Apply a test patch, allowing paint to dry one week before testing adhesion. If adhesion is poor, additional abrasion of the surface and/or removal of the previous coating may be necessary. Apply appropriate primer/sealer to promote adhesion. If paint is peeling or badly weathered, clean surface to sound substrate and treat as a new surface as above.

## SPECIAL INSTRUCTIONS

- **CAUTION!** Scraping or sanding surfaces of older buildings (especially pre-1978) may release dust containing lead or asbestos. EXPOSURE TO LEAD OR ASBESTOS CAN BE VERY HAZARDOUS TO YOUR HEALTH. Wear a NIOSH-approved N95 particulate filter mask to avoid breathing dust. Use a HEPA vacuum for cleanup, and finish by water-washing all surfaces. For more information, see Dunn-Edwards brochure on "Surface Preparation Safety" or call U.S. EPA's lead hotline at 1-800-424-LEAD, or visit [www.epa.gov/lead](http://www.epa.gov/lead) or /asbestos, or contact your state or local Health Agency.
- This product can neither cause nor prevent or cure the growth of mold, mildew, or other forms of fungus. Excessive moisture and inadequate ventilation are the main conditions that promote their growth. Correct any such conditions before painting.
- This paint contains a preservative which inhibits the growth of mildew on surface of this paint film.
- Do not apply at air or surface temperatures below 50°F.
- Within SCAQMD: No person shall apply or solicit the application within the District of any industrial maintenance coatings, for residential use or for use in areas such as office space and meeting rooms of industrial, commercial or institutional facilities not exposed to such extreme environmental conditions described in the definition of industrial maintenance coatings.

## PRIMERS

### DRYWALL

Textured: **VINYLASTIC® Premium (VNPR00)**  
Untextured: **VINYLASTIC® Premium (VNPR00)**  
Skim-coated: **VINYLASTIC® Plus (VNPL00)**

### MASONRY

Plaster: } **SUPER-LOC® Premium (SLPR00),**  
Stucco: } **EFF-STOP® Premium (ESPR00),**  
Tilt-up concrete: } **EFF-STOP® Select (ESSL00) or**  
Poured-in-place: } **FLEX-PRIME® Select (FPSL00)**  
Brick:  
Concrete block: **Smooth BLOCFIL Premium (SBPR00) or**  
**Smooth BLOCFIL Select (SBSL00)**

Smooth trowel: **SUPER-LOC® Premium (SLPR00)**

### WOOD

Trim, sash: **SUPER-LOC® Premium (SLPR00) or**  
**ULTRA-GRIP® Premium (UGPR00)**

### SYNTHETIC WOOD

Masonite: } **SUPER-LOC® Premium (SLPR00) or**  
Hardboard: } **ULTRA-GRIP® Premium (UGPR00)**  
MDO siding:

### METAL

Ferrous: } **BLOC-RUST® Premium (BRPR00),**  
} **ENDURAPRIME™ Metal Primer (ENPR00)**

Non-Ferrous: } **ULTRASHIELD® Galvanized Metal Primer**  
} **(ULGM00) or**  
} **SUPER-LOC® Premium (SLPR00)**

**HEALTH & SAFETY: CAUTIONS!** INHALATION OF SPRAY MIST OR SANDING DUST MAY BE HARMFUL. Use only with adequate ventilation. Avoid breathing vapors, spray mist and sanding dust. Wear NIOSH-approved N95 particulate filter mask when spraying or sanding. Avoid contact with skin and eyes. Do not ingest. Close container after each use. **FIRST AID:** If swallowed, immediately give 1 or 2 glasses of water to drink – for emergency information, call 1-800-222-1222. If having difficulty breathing, move to fresh air. For eye contact, immediately flush with water for 15 minutes. For skin contact, wash thoroughly with soap and water.

• **KEEP OUT OF REACH OF CHILDREN** •

Ingredient (CAS #): Water (7732-18-5) Copolymer Resin (Proprietary) Titanium Dioxide (13463-67-7) Dipropylene Glycol Butyl Ether (29911-28-2) Synthetic Amorphous Silica (7631-86-9).

 **WARNING:** Cancer and Reproductive Harm – [www.P65Warnings.ca.gov](http://www.P65Warnings.ca.gov)



THE #1 CHOICE OF  
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# SUPER-LOC® Premium

## Interior/Exterior Masonry/Bonding Primer SLPR00-2-WH



**DESCRIPTION:** **SUPER-LOC® Premium** is an ultra premium, high performance, ultra-low VOC, low odor, interior and exterior masonry/bonding primer. It provides excellent adhesion to difficult-to-paint surfaces: tile, porcelain, ferrous metal (interior only), non-ferrous metal (aluminum, brass, copper), most plastics, Formica, fiberglass, glass, aged alkyds, hardboard, wallboard, cabinets, chalky surfaces (mild to moderate), PVC piping, fiber cement. **SUPER-LOC Premium** also provides excellent adhesion and outstanding resistance to alkali and efflorescence on properly cured masonry: tilt-up concrete, poured-in-place concrete, rough stucco, smoothed-troweled stucco. It can be applied on surfaces with a pH of 6 to 13.

### PRODUCT INFORMATION

**SOLVENT TYPE:** Waterborne **RESIN TYPE:** Urethane Modified Acrylic

**FINISH** (ASTM D 523): 18–28% on a 60° meter

**COLORS:** White. **SUPER-LOC Premium** may be tinted with up to 2 fl. oz. of Dunn-Edwards ZTC Zero VOC colorant per gallon.

**VISCOSITY@77°F/25°C** (ASTM D 562): 85–95 KU

<b>MAXIMUM VOC CONTENT</b> 50 g/L (as supplied)	<b>MAXIMUM RAVOC</b> (Reactivity-Adjusted VOC) 25 g/L
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<b>SOLIDS BY VOLUME</b> (ASTM D 2697) 33.6% ± 2%	<b>SOLIDS BY WEIGHT</b> 43.8% ± 2%
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**WEIGHT PER GALLON** (ASTM D 1475): 9.81 lbs.

#### COMPOSITION BY WEIGHT

<b>Pigment—17.6%</b>	<b>Vehicle—82.4%</b>
*Prime pigments ..... 10.5	Acrylic resins ..... 23.1
Reinforcing pigments ..... 7.1	Water & additives ..... 59.3

\*Prime pigments include titanium dioxide (TiO<sub>2</sub>), plus all other pigments directly adding to the hiding power of this paint.

#### RECOMMENDED FILM THICKNESS PER COAT

Wet: 5.9 mils Dry: 2.0 mils

#### PRACTICAL COVERAGE PER COAT AT RECOMMENDED DRY FILM THICKNESS

Approximately 200–275 sq. ft. per gallon, depending on surface conditions and application techniques.

**THINNING RECOMMENDATION:** This coating is intended to be applied without thinning or diluting under normal environmental and application conditions. If necessary to maintain good workability, add up to 1/4 pint (4 fl. oz.) of clean water per gallon of coating.

#### AVERAGE DRY TIME@77°F/25°C (ASTM D 1640)

To touch: 30–60 minutes Recoat: 2–4 hours  
Dry times and recoat times are temperature, humidity and film thickness dependent.

**APPLICATION EQUIPMENT:** Brush, roller, airless spray

**PACKAGING:** One-gallon, five-gallon containers

**STORAGE:** Store in a dry area. Protect from freezing. Protect from temperatures above 110°F for extended periods of time. Extreme temperatures may cause paint to become unusable. See *Paint Storage Best Practices* Technical Bulletin at [dunnedwards.com](http://dunnedwards.com) for more information.

**CLEANUP:** Warm, soapy water

**DISPOSAL:** For information on local options to dispose of unwanted leftover paint, call Dunn-Edwards Customer Service at 1-888-DEPAINT or visit [www.dunnedwards.com](http://www.dunnedwards.com). **Do not mix with other products.**

**CONFORMS TO:** ARB 2007 SCM & CALGreen 2016; LEED 2009 IEQ Credit 4.2; FDA Guidelines for Resinous & Polymeric Coatings

**SAFETY DATA SHEET:** Available at [www.dunnedwards.com](http://www.dunnedwards.com)

**SURFACE PREPARATION:** All surfaces must be cured, clean, dry, and free from dirt, dust, rust, stains, grease, oil, mildew, wax, efflorescence, bond-breakers, and other contaminants. Remove all loose, peeling, or chalky paint by sanding, scraping, or other appropriate methods. Repair all cracks, holes, and other surface imperfections with a suitable patching material. Repaired surfaces should then be sanded smooth and dusted clean. Glossy surfaces should be dulled to provide a roughened surface for good adhesion.

#### SPECIAL INSTRUCTIONS

- CAUTION!** Scraping or sanding surfaces of older buildings (especially pre-1978) may release dust containing lead or asbestos. EXPOSURE TO LEAD OR ASBESTOS CAN BE VERY HAZARDOUS TO YOUR HEALTH. Wear a NIOSH-approved N95 particulate filter mask to avoid breathing dust. Use a HEPA vacuum for cleanup, and finish by water-washing all surfaces. For more information, see Dunn-Edwards brochure on “Surface Preparation Safety” or call U.S. EPA’s lead hotline at 1-800-424-LEAD, or visit [www.epa.gov/lead](http://www.epa.gov/lead) or /asbestos, or contact your state or local Health Agency.
- This product can neither cause nor prevent or cure the growth of mold, mildew, or other forms of fungus. Excessive moisture and inadequate ventilation are the main conditions that promote their growth. Correct any such conditions before painting.
- Due to the various types of surfaces, always test a few different areas for adhesion.
- For exterior ferrous metal, use **BLOC-RUST Premium (BRPR00)**.
- Do not apply when the air or surface temperature is below 50°F.

#### USE AS A PRIMER FOR

**MASONRY:** **SUPER-LOC® Premium** can be applied on surfaces with a pH of up to 13.

Plaster: Brick: Stucco (new): Stucco (repaint): Tilt-up concrete: Poured-in-place: Smooth trowel:	}	<b>SUPER-LOC® Premium (SLPR00)</b>
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**METAL**  
Ferrous: **SUPER-LOC® Premium (SLPR00) – INTERIOR ONLY**

Non-ferrous (aluminium, brass, copper)	}	<b>SUPER-LOC® Premium (SLPR00)</b>
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OTHER SURFACES Tile: Porcelain: Most plastics: Formica Fiberglass: Glass: Aged alkyds: Hardboard: Wallboard: Cabinets: Chalky surfaces (mild to moderate): PVC piping: Fiber cement:	}	<b>SUPER-LOC® Premium (SLPR00)</b>
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THE #1 CHOICE OF  
PAINTING PROFESSIONALS®

# SUPER-LOC® Premium

## Interior/Exterior Masonry/Bonding Primer

### SLPR00-2-WH

#### PRODUCT INFORMATION

**HEALTH & SAFETY CAUTIONS:** INHALATION OF SPRAY MIST OR SANDING DUST MAY BE HARMFUL. Use only with adequate ventilation. Avoid breathing vapors, spray mist and sanding dust. Wear NIOSH-approved N95 particulate filter mask when spraying or sanding. Avoid contact with skin and eyes. Do not ingest. Close container after each use. **FIRST AID:** If swallowed, immediately give 1 or 2 glasses of water to drink – for emergency information, call 1-800-222-1222. If having difficulty breathing, move to fresh air. For eye contact, immediately flush with water for 15 minutes. For skin contact, wash thoroughly with soap and water.

• KEEP OUT OF REACH OF CHILDREN •

Ingredient (CAS #): Water (7732-18-5); Copolymer Resin (Proprietary); Titanium Dioxide (13463-67-7); Talc, Non-Abestos (14807-96-6); Kaolin Clay (1332-58-7).

 **WARNING:** Cancer and Reproductive Harm – [www.P65Warnings.ca.gov](http://www.P65Warnings.ca.gov)



THE #1 CHOICE OF  
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# ULTRA-GRIP® Premium

## Interior/Exterior Multi-Surface Primer

### UGPR00-1



**DESCRIPTION:** **ULTRA-GRIP® Premium** is an ultra-low VOC, acrylic multi-surface primer designed for a wide range of interior and exterior applications. It provides excellent adhesion to properly prepared drywall, wood, and masonry, as well as hard-to-stick surfaces, such as aged alkyd, aluminum, galvanized metal, vinyl, fiberglass, and select plastics. **ULTRA-GRIP Premium** has outstanding stain blocking, strong tannin resistance, great hide, and excellent enamel holdout. It applies smoothly, dries fast, and is compatible with all Dunn-Edwards latex and alkyd finishes.

## PRODUCT INFORMATION

<b>SOLVENT TYPE:</b> Waterborne		<b>RESIN TYPE:</b> Acrylic	
<b>FINISH</b> (ASTM D 523): 7–14% on a 60° meter			
<b>COLORS:</b> White. <b>ULTRA-GRIP Premium</b> may be tinted with up to 2 fl. oz. of Dunn-Edwards ZTC Zero VOC colorant per gallon.			
<b>TINT BASES:</b> White			
<b>VISCOSITY@77°F/25°C</b> (ASTM D 562): 95–105 KU			
<b>MAXIMUM VOC CONTENT</b> 50 g/L (as supplied)		<b>MAXIMUM RAVOC</b> (Reactivity-Adjusted VOC) 20 g/L	
<b>SOLIDS BY VOLUME</b> (ASTM D 2697) 40.5% ± 2%		<b>SOLIDS BY WEIGHT</b> 53.0% ± 2%	
<b>WEIGHT PER GALLON</b> (ASTM D 1475): 10.53 lbs.			
<b>COMPOSITION BY WEIGHT</b>			
<b>Pigment—27.4%</b>		<b>Vehicle—72.6%</b>	
*Prime pigments .....15.1		Acrylic resins .....23.0	
Reinforcing pigments .....12.3		Water & additives .....49.6	
<i>*Prime pigments include titanium dioxide (TiO<sub>2</sub>), plus all other pigments directly adding to the hiding power of this paint.</i>			
<b>RECOMMENDED FILM THICKNESS PER COAT</b>			
Wet: 4.9 mils		Dry: 2.0 mils	
<b>PRACTICAL COVERAGE PER COAT AT RECOMMENDED DRY FILM THICKNESS</b> Approximately 275–325 sq. ft. per gallon, depending on surface conditions and application techniques.			
<b>THINNING RECOMMENDATION:</b> This coating is intended to be applied without thinning or diluting under normal environmental and application conditions. If necessary to maintain good workability, add up to 1/4 pint (4 fl. oz.) of clean water per gallon of coating.			
<b>AVERAGE DRY TIME@77°F/25°C</b> (ASTM D 1640) To touch: 30–60 minutes                      Recoat: 2–4 hours Dry times and recoat times are temperature, humidity and film thickness dependent.			
<b>APPLICATION EQUIPMENT:</b> Brush, roller, airless spray			
<b>PACKAGING:</b> Quart, one-gallon, five-gallon containers			
<b>STORAGE:</b> Store in a dry area. Protect from freezing. Protect from temperatures above 110°F for extended periods of time. Extreme temperatures may cause paint to become unusable. See <i>Paint Storage Best Practices</i> Technical Bulletin at <a href="http://dunnedwards.com">dunnedwards.com</a> for more information.			
<b>CLEANUP:</b> Warm, soapy water			
<b>DISPOSAL:</b> For information on local options to dispose of unwanted leftover paint, call Dunn-Edwards Customer Service at 1-888-DEPAINT or visit <a href="http://www.dunnedwards.com">www.dunnedwards.com</a> . <b>Do not mix with other products.</b>			
<b>CONFORMS TO:</b> ARB 2007 SCM & CALGreen 2016; CHPS Section 01350; LEED 2009 IEQ Credit 4.2; LEED v4 EQ Credit 2; MPI Approved Product #17, #134; CRGI Green Wise Certified Gold; FDA Guidelines for Resinous & Polymeric Coatings			
<b>SAFETY DATA SHEET:</b> Available at <a href="http://www.dunnedwards.com">www.dunnedwards.com</a>			
<b>SURFACE PREPARATION:</b> All surfaces must be cured, clean, dry, and free from dirt, dust, rust, stains, grease, oil, mildew, wax, efflorescence, bond-breakers, and other contaminants. Remove all loose, peeling, or chalky paint by sanding, scraping, or other appropriate methods. Repair all cracks, holes, and other surface imperfections with a suitable patching material. Repaired surfaces should then be sanded smooth and dusted clean. Glossy surfaces should be dulled to provide a roughened surface for good adhesion.			

## SPECIAL INSTRUCTIONS

- CAUTION!** Scraping or sanding surfaces of older buildings (especially pre-1978) may release dust containing lead or asbestos. EXPOSURE TO LEAD OR ASBESTOS CAN BE VERY HAZARDOUS TO YOUR HEALTH. Wear a NIOSH-approved N95 particulate filter mask to avoid breathing dust. Use a HEPA vacuum for cleanup, and finish by water-washing all surfaces. For more information, see Dunn-Edwards brochure on "Surface Preparation Safety" or call U.S. EPA's lead hotline at 1-800-424-LEAD, or visit [www.epa.gov/lead](http://www.epa.gov/lead) or / asbestos, or contact your state or local Health Agency.
- This product can neither cause nor prevent or cure the growth of mold, mildew, or other forms of fungus. Excessive moisture and inadequate ventilation are the main conditions that promote their growth. Correct any such conditions before painting.
- ULTRA-GRIP Premium** seals and blocks out most household stains, such as crayon, pencil, ink, and felt marker. After priming stained areas, test that the stain has been sealed by applying the topcoat to a small area. More than one coat may be necessary on severe stains. **ULTRA-GRIP Premium** may block minor dried water stains, however, a solvent-based stain blocking primer, such as pigmented shellac, is recommended.
- Galvanized metal must be cleaned with a solvent or a water-soluble degreasing cleaner to remove all oils prior to etching. Change wiping material and cleaning solution frequently so the oils are removed from the surface, not just spread around. Surface should then be etched with **Supreme Chemical Metal Clean & Etch (ME01)**.
- ULTRA-GRIP Premium** can be used on bare ferrous metal surfaces (interior only) provided that they are free of rust, mill scale, and other contaminants. Before any surface preparation is attempted, oil and grease must be removed by employing SSPC-SP11 Power Tool Cleaning to Bare Metal to remove mill scale, rust, or other contaminants and to leave a roughened surface.
- Before applying over previously painted surfaces, **ULTRA-GRIP Premium** should be tested for adhesion and compatibility.
- On Level 4 and 5 Drywall Finishes, thin **ULTRA-GRIP Premium** with 10% of clean water (3/4 pint per gallon / 1/2 gallon per 5-gallon) for best penetration.
- Do not apply when the air or surface temperature is below 50°F.

## USE AS A PRIMER FOR

**WALLBOARD & MASONRY:** **ULTRA-GRIP® Premium** can be applied on surfaces with a pH of up to 13.

Drywall:  
Stucco:  
Concrete:  
Brick:

**ULTRA-GRIP® Premium (UGPR00)**

## WOOD-INTERIOR

Trim, doors:

**ULTRA-GRIP® Premium (UGPR00)** or  
**DECOPRIME™ (DCPR00)**

## WOOD-EXTERIOR

Trim, sash:

**ULTRA-GRIP® Premium (UGPR00)** or  
**EZ-PRIME® Premium (EZPR00)**

## SYNTHETIC WOOD

Masonite:  
Hardboard:

**ULTRA-GRIP® Premium (UGPR00)**

## METAL

Ferrous:

**BLOC-RUST® Premium (BRPR00)** or  
**ENDURAPRIME® Metal Primer (ENPR00)**

Non-ferrous:

**ULTRASHIELD® Galvanized Metal Primer (ULGM00)** or  
**BLOC-RUST® Premium (BRPR00)**

Galvanized steel:

**ULTRASHIELD® Galvanized Metal Primer (ULGM00)** or  
**\*ULTRA-GRIP® Premium (UGPR00)**



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# ULTRA-GRIP® Premium

## Interior/Exterior Multi-Surface Primer

### UGPR00-1

#### PRODUCT INFORMATION

\*for incidental use on galvanized

OTHER SURFACES

Fiberglass:



ULTRA-GRIP® Premium (UGPR00) – INTERIOR ONLY

Plastic:

*\*This product has been tested and certified by Coatings Research Group Inc., an international paint industry-organized ISO-accredited testing laboratory, to meet performance and environmental standards as shown on [www.greenwisepaint.com](http://www.greenwisepaint.com). Dunn-Edwards is a member of CRGI.*

**HEALTH & SAFETY CAUTIONS:** INHALATION OF SPRAY MIST OR SANDING DUST MAY BE HARMFUL. Use only with adequate ventilation. Avoid breathing vapors, spray mist and sanding dust. Wear NIOSH-approved N95 particulate filter mask when spraying or sanding. Avoid contact with skin and eyes. Do not ingest. Close container after each use. **FIRST AID:** If swallowed, immediately give 1 or 2 glasses of water to drink – for emergency information, call 1-800-222-1222. If having difficulty breathing, move to fresh air. For eye contact, immediately flush with water for 15 minutes. For skin contact, wash thoroughly with soap and water.

• KEEP OUT OF REACH OF CHILDREN •

Ingredient (CAS #): Water (7732-18-5); Copolymer Resin (Proprietary); Titanium Dioxide (13463-67-7); Nepheline Syenite (37244-96-5); Talc, Non-Asbestos (14807-96-6).

**WARNING:** Cancer and Reproductive Harm – [www.P65Warnings.ca.gov](http://www.P65Warnings.ca.gov)





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# EZ-PRIME® Premium

## Exterior Wood Primer EZPR00



≤ 50 g/L VOC\*

**DESCRIPTION:** EZ-PRIME® Premium is an exterior acrylic primer that provides excellent enamel holdout and tannin stain resistance on woods such as redwood and cedar, which are subject to stain bleeding. EZ-PRIME Premium is also recommended on exterior plywood and T1-11 siding.

### PRODUCT INFORMATION

<b>SOLVENT TYPE:</b> Waterborne		<b>RESIN TYPE:</b> Acrylic
<b>FINISH</b> (ASTM D 523): 7–17% on a 60° meter		
<b>COLORS:</b> White. <b>EZ-PRIME Premium</b> may be tinted with up to 2 fl. oz. of Dunn-Edwards ZTC Zero VOC colorant per gallon.		
<b>VISCOSITY@77°F/25°C</b> (ASTM D 562): 87–97 KU		
<b>MAXIMUM VOC CONTENT</b> 50 g/L (as supplied)	<b>MAXIMUM RAVOC</b> (Reactivity-Adjusted VOC) 20 g/L	
<b>SOLIDS BY VOLUME</b> (ASTM D 2697) 41.0% ± 2%	<b>SOLIDS BY WEIGHT</b> 54.0% ± 2%	
<b>WEIGHT PER GALLON</b> (ASTM D 1475): 10.50 lbs.		
<b>COMPOSITION BY WEIGHT</b>		
<b>Pigment—27.1%</b>		<b>Vehicle—72.9%</b>
*Prime pigments .....14.4		Acrylic resins..... 23.7
Reinforcing pigments.....12.7		Water & additives ..... 49.2
<i>*Prime pigments include titanium dioxide (TiO<sub>2</sub>), plus all other pigments directly adding to the hiding power of this paint.</i>		
<b>RECOMMENDED FILM THICKNESS PER COAT</b>		
Wet: 4.9 mils		Dry: 2.0 mils
<b>PRACTICAL COVERAGE PER COAT AT RECOMMENDED DRY FILM THICKNESS</b>		
Approximately 275–325 sq. ft. per gallon, depending on surface conditions and application techniques.		
<b>THINNING RECOMMENDATION:</b> This coating is intended to be applied without thinning or diluting under normal environmental and application conditions. If necessary to maintain good workability, add up to 1/4 pint (4 fl. oz.) of clean water per gallon of coating.		
<b>AVERAGE DRY TIME@77°F/25°C</b> (ASTM D 1640)		
To touch: 30–60 minutes		Recoat: 2–4 hours (see Special Instructions)
Dry times and recoat times are temperature, humidity and film thickness dependent.		
<b>APPLICATION EQUIPMENT:</b> Brush, roller, airless spray		
<b>PACKAGING:</b> Quart, one-gallon, five-gallon containers		
<b>STORAGE:</b> Store in a dry area. Protect from freezing. Protect from temperatures above 110°F for extended periods of time. Extreme temperatures may cause paint to become unusable. See <b>Paint Storage Best Practices</b> Technical Bulletin at <a href="http://dunnedwards.com">dunnedwards.com</a> for more information.		
<b>CLEANUP:</b> Warm, soapy water		
<b>DISPOSAL:</b> For information on local options to dispose of unwanted leftover paint, call Dunn-Edwards Customer Service at 1-888-DEPAINT or visit <a href="http://www.dunnedwards.com">www.dunnedwards.com</a> . <b>Do not mix with other products.</b>		
<b>CONFORMS TO:</b> ARB 2007 SCM & CALGreen 2016; MPI Approved Product #6; CRGI Green Wise Certified		
<b>SAFETY DATA SHEET:</b> Available at <a href="http://www.dunnedwards.com">www.dunnedwards.com</a>		
<b>SURFACE PREPARATION:</b> All surfaces must be cured, clean, dry, and free from dirt, dust, rust, stains, grease, oil, mildew, wax, efflorescence, bond-breakers, and other contaminants. Remove all loose, peeling, or chalky paint by sanding, scraping, or other appropriate methods. Repair all cracks, holes, and other surface imperfections with a suitable patching material. Repaired surfaces should then be sanded smooth and dusted clean. Glossy surfaces should be dulled to provide a roughened surface for good adhesion.		

### SPECIAL INSTRUCTIONS

- **CAUTION!** Scraping or sanding surfaces of older buildings (especially pre-1978) may release dust containing lead or asbestos. EXPOSURE TO LEAD OR ASBESTOS CAN BE VERY HAZARDOUS TO YOUR HEALTH. Wear a NIOSH-approved N95 particulate filter mask to avoid breathing dust. Use a HEPA vacuum for cleanup, and finish by water-washing all surfaces. For more information, see Dunn-Edwards brochure on "Surface Preparation Safety" or call U.S. EPA's lead hotline at 1-800-424-LEAD, or visit [www.epa.gov/lead](http://www.epa.gov/lead) or / asbestos, or contact your state or local Health Agency.
- This product can neither cause nor prevent or cure the growth of mold, mildew, or other forms of fungus. Excessive moisture and inadequate ventilation are the main conditions that promote their growth. Correct any such conditions before painting.
- Exterior wood may be allowed to contain no more than 15% moisture. Painting over wood with excessively high moisture content can result in loss of adhesion, blistering, peeling, cracking, and discoloration.
- Apply two coats of EZ-PRIME® Premium on redwood and cedar in order to stop tannin bleeding. Allow first coat to dry for 24 hours before applying the second coat.
- Do not apply when the air or surface temperature is below 50°F.

### USE AS A PRIMER FOR

#### WOOD

Trim, sash, fascia:  
Rough-sawn:  
T1-11 siding:  
Plywood:

} EZ-PRIME® Premium (EZPR00)

#### SYNTHETIC WOOD

Masonite:  
Hardboard:  
MDO siding:

} EZ-PRIME® Premium (EZPR00)

*\*This product has been tested and certified by Coatings Research Group Inc., an international paint industry-organized ISO-accredited testing laboratory, to meet performance and environmental standards as shown on [www.greenwisepaint.com](http://www.greenwisepaint.com). Dunn-Edwards is a member of CRGI.*

**HEALTH & SAFETY: CAUTIONS!** INHALATION OF SPRAY MIST OR SANDING DUST MAY BE HARMFUL. Use only with adequate ventilation. Avoid breathing vapors, spray mist and sanding dust. Wear NIOSH-approved N95 particulate filter mask when spraying or sanding. Avoid contact with skin and eyes. Do not ingest. Close container after each use. **FIRST AID:** If swallowed, immediately give 1 or 2 glasses of water to drink – for emergency information, call 1-800-222-1222. If having difficulty breathing, move to fresh air. For eye contact, immediately flush with water for 15 minutes. For skin contact, wash thoroughly with soap and water.

### • KEEP OUT OF REACH OF CHILDREN •

Ingredient (CAS #): Water (7732-18-5); Copolymer Resin (Proprietary); Titanium Dioxide (13463-67-7); Nepheline Syenite (37244-96-5); Talc, Non-Asbestos (14807-96-6).

**⚠ WARNING:** Cancer and Reproductive Harm – [www.P65Warnings.ca.gov](http://www.P65Warnings.ca.gov)

## WIPING STAIN

### Description

Old Masters Wiping Stain is a cutting edge, robust interior oil-based stain for use on wood, fiberglass, coated metal and composition surfaces. This product is intended for interior use only.

### Surface Preparation

All surfaces must be clean, dry, and free from dirt, wax, grease, glue, and other contaminants or penetration and adhesion will be affected. Wood surfaces must be sanded smooth. Remove dust with a tack rag or a lint-free cloth dampened with mineral spirits. Surface defects should be repaired with an appropriate patching material.

**WARNING!** If you scrape, sand or remove old paint, you may release lead dust. LEAD IS TOXIC. EXPOSURE TO LEAD DUST CAN CAUSE SERIOUS ILLNESS, SUCH AS BRAIN DAMAGE, ESPECIALLY IN CHILDREN. PREGNANT WOMEN SHOULD ALSO AVOID EXPOSURE. Wear a NIOSH approved respirator to control lead exposure. Clean up carefully with a HEPA vacuum and a wet mop. Before you start, find out how to protect yourself and your family by contacting the National Lead Information Hotline at 1-800-424-LEAD or log on to [www.epa.gov/lead](http://www.epa.gov/lead)

### Application

Stir thoroughly before and during application for even distribution of color. Stain application varies based on surface material. Always test stain in an inconspicuous area.

**Application on Bare Wood** (used as a stain): Color of stain will vary depending on wood type and porosity and method of application. After cleaning wood surface, sand with #120 or #180 sandpaper until smooth. Remove sanding dust. Apply stain liberally with brush, lint-free cloth, or spray until surface is completely wet. Allow to penetrate for 5 to 15 minutes. Wipe with a soft cloth, first across the grain, then with the grain. For a darker color, re-stain when first coat is dry. For a lighter color, wipe with a cloth dampened with paint thinner before the stain has dried.

**Application on Fiberglass & Composition Surfaces:** Stain one section or panel at a time. Apply a liberal coat of Wiping Stain with a firm synthetic brush or lint-free rag and work the stain across and into the grain uniformly, feathering out streaks while stain is wet. Wipe brush often on a lint-free rag to remove excess stain.

**Application over Painted Surfaces** (used as a glaze): Apply to thoroughly dry paint with cheesecloth or brush, using long, smooth strokes for simulated woodgraining, or blend gently from edges for other effects. Allow the stain to set up for approximately 5 to 10 minutes, then dry brush to subdue or blend. Allow stain to dry thoroughly (usually 12 hours or longer, depending on humidity and drying conditions). We do not recommend a lacquer-type finish over a glaze application.

**Application over Previously Finished Surfaces:** Lightly sand surface with very fine grit sandpaper or #0000 steel wool. Remove dust with a lint-free cloth or tack rag. With a foam or bristle brush, apply a thin uniform coat of Wiping Stain. Using a soft, dry bristle brush, make light, even strokes in the direction of the grain while allowing the grain pattern beneath the surface to show through. Continue to lightly brush the surface until the pattern is consistent and then allow the stain to dry. If you need to darken the color, apply an additional coat of stain in the same manner as the first coat. Allow stain to dry thoroughly (usually 12 hours or longer, depending on humidity and drying conditions).

### Product Codes

Available Sizes: Half-pint (16), Quart (04), Gallon (01) and 5 Gallon (05)

111	Natural
112	Golden Oak
113	Cherry
114	Red Mahogany
115	Provincial
116	Maple
117	Early American
118	Dark Mahogany
119	Cedar
120	Dark Walnut
121	Special Walnut
122	Spanish Oak
123	Fruitwood
124	Pickling White
126	Aged Oak
127	Weathered Wood
128	Natural Walnut
129	Pecan
130	American Walnut
149	Crimson Fire
150	Rich Mahogany
151	Vintage Burgundy
152	Espresso
153	Carbon Black **

## WIPING STAIN

### Mixing and Thinning

You can achieve custom colors by intermixing Wiping Stain colors or by adding up to 10 ounces of universal or industrial colorant per gallon. Create Santa Fe pastel colors by tinting Pickling White Wiping Stain (formulas available upon request). Natural Tint Base Wiping Stain may be used to lighten a Wiping Stain color in any proportion or as a tint base for ultimate color selection. The amount of colorant added may affect its performance and extend the dry time. DO NOT THIN.

### Coverage

Approximately 500 square feet per gallon. Spreading rate will vary significantly depending on application method and condition of wood.

### Dry Time

Approximately 10 hours, depending on humidity, temperature, and air movement. Dry times may also be extended due to excess stain application or lack of stain penetration. Wiping Stain can be topcoated after 12 hours, but stain must be thoroughly dry. When used on hardwood floors, allow 24 hours or longer depending on surface and drying conditions. Ideal drying conditions recommended are 70° to 75°F and 35 to 50% humidity.

**\*\* Due to the nature and depth of color for the stain color Carbon Black, the minimum dry time is 24 hours. Dry time may also be extended due to excess stain application or lack of stain penetration.**

### Clean Up

Using a cleaning solvent, such as paint thinner or mineral spirits, is recommended for cleanup. The use of paint thinners or mineral spirits may violate VOC compliancy in your area. Check with your local government agencies to ensure proper compliancy.

**DANGER: Rags, steel wool, sanding residue, and other wastes used or soaked with this product may spontaneously catch fire if improperly discarded. No ignition source is required for these wastes to start on fire by themselves. Immediately place rags, steel wool, sanding residue, and other wastes used or soaked with this product in a sealed, water-filled metal container. Dispose of in accordance with local fire regulations.**

### Finish Coat

We recommend Old Masters clear finishes. However, this stain can be topcoated with most clears. If a lacquer topcoat is desired, we suggest testing for compatibility before using. When applying water-based finishes, allow the stain to dry completely, then wait an additional 24 hours before top coating.

### Limited Warranty

Since Old Masters does not control the application of its products, nor is the condition of the surface to which they are applied, a Limited Warranty is provided. If the products do not perform as specified, for whatever reason, Old Masters liability will under no circumstances exceed the replacement of the product.

## Technical Data

### Product Information

Solids by Volume	29.4% to 30.2%
Solids by Weight	33.7% to 45.8%
Weight per Gallon	6.9 to 8.5 lbs
Vehicle	Oil
Viscosity at 77°F	25 to 27 secs. Ford Cup #2
Flash Point	102°F Tag Closed Cup
Recommended Thinner	Do not thin. Used as packaged.
VOCs	250 g/L

### Coverage

Theoretical Coverage @ Mil DFT	N/A
Coverage @ Recommended DFT	N/A
Recommended DFT Per Coat	N/A

### Dry Time

At 70°F and 50% Relative Humidity	Approximately 10 hours ** Minimum 24 hours for Carbon Black
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Revision Date 24-May-2021

Version 9

## 1. IDENTIFICATION

### Product identifier

**Product Name** Wiping Stain Natural Tint Base

### Other means of identification

**Product Code** 11101

**SKU(s)** 11101, 11104, 11116, 11150

### Recommended use of the chemical and restrictions on use

**Recommended Use** No information available.

**Uses advised against** No information available

### Details of the supplier of the safety data sheet

#### **Supplier Address**

Old Masters  
303 19th St. SE  
Orange City, IA 51041  
Phone: 712-737-4993  
Fax: 712-737-4997

### Emergency telephone number

**Emergency Telephone** Chemtrec 1-800-424-9300

## 2. HAZARDS IDENTIFICATION

### Classification

#### **OSHA Regulatory Status**

This chemical is considered hazardous by the 2012 OSHA Hazard Communication Standard (29 CFR 1910.1200)

Skin sensitization	Category 1
Germ cell mutagenicity	Category 1B
Carcinogenicity	Category 1A
Aspiration toxicity	Category 1
Flammable liquids	Category 3

### **Emergency Overview**

#### **Danger**

#### **Hazard statements**

May cause an allergic skin reaction  
May cause genetic defects  
May cause cancer  
May be fatal if swallowed and enters airways  
Flammable liquid and vapor



**Appearance** No information available**Physical state** Liquid**Odor** No information available**Precautionary Statements - Prevention**

Obtain special instructions before use  
 Do not handle until all safety precautions have been read and understood  
 Use personal protective equipment as required  
 Avoid breathing dust/fume/gas/mist/vapors/spray  
 Contaminated work clothing should not be allowed out of the workplace  
 Wear protective gloves  
 Keep away from heat, hot surfaces, sparks, open flames and other ignition sources. No smoking  
 Keep container tightly closed  
 Ground/bond container and receiving equipment  
 Use only non-sparking tools  
 Take precautionary measures against static discharge  
 Use explosion-proof electrical/ ventilating/ lighting/ equipment

**Precautionary Statements - Response**

IF exposed or concerned: Get medical advice/attention  
 If skin irritation or rash occurs: Get medical advice/attention  
 Wash contaminated clothing before reuse  
 IF ON SKIN (or hair): Remove/Take off immediately all contaminated clothing. Rinse skin with water/shower  
 IF SWALLOWED: Immediately call a POISON CENTER or doctor/physician  
 Do NOT induce vomiting  
 In case of fire: Use CO<sub>2</sub>, dry chemical, or foam for extinction

**Precautionary Statements - Storage**

Store locked up  
 Store in a well-ventilated place. Keep cool

**Precautionary Statements - Disposal**

Dispose of contents/container to an approved waste disposal plant

**Hazards not otherwise classified (HNOC)****Other Information**

Unknown acute toxicity 8.26% of the mixture consists of ingredient(s) of unknown toxicity

**3. COMPOSITION/INFORMATION ON INGREDIENTS**

Chemical name	CAS No	Weight-%	Trade Secret
Linseed Oil	8001-26-1	30 - 60	*
Mineral Spirits (Rule 66)	64742-47-8	10 - 30	*
Cristobalite	14464-46-1	5 - 10	*
Solvent Naphtha, Medium Aliphatic	64742-88-7	1 - 5	*
Mineral Spirits	64742-48-9	0.1 - 1	*
Cobalt 2-ethylhexanoate	136-52-7	0.1 - 1	*
Crystalline Silica	14808-60-7	0.1 - 1	*
Methyl Ethyl Ketoxime	96-29-7	0.1 - 1	*

\*The exact percentage (concentration) of composition has been withheld as a trade secret.

**4. FIRST AID MEASURES****Description of first aid measures**

**Eye contact** Rinse thoroughly with plenty of water for at least 15 minutes, lifting lower and upper eyelids. Consult a physician.

**Skin Contact** Wash skin with soap and water.

Inhalation	Remove to fresh air.
Ingestion	Clean mouth with water and drink afterwards plenty of water.

**Most important symptoms and effects, both acute and delayed**

Symptoms	No information available.
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**Indication of any immediate medical attention and special treatment needed**

Note to physicians	Treat symptomatically.
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**5. FIRE-FIGHTING MEASURES****Suitable extinguishing media**

Use extinguishing measures that are appropriate to local circumstances and the surrounding environment.

**Unsuitable extinguishing media** CAUTION: Use of water spray when fighting fire may be inefficient.

**Specific hazards arising from the chemical**

Flammable. WARNING: Spontaneous combustion (fire) may result from materials such as rags, steel wool, paper, clothing, and other waste soaked in linseed oil. Place in a sealed, water filled, metal container to prevent this.

**Explosion data**

**Sensitivity to Mechanical Impact** None.

**Sensitivity to Static Discharge** None.

**Protective equipment and precautions for firefighters**

As in any fire, wear self-contained breathing apparatus pressure-demand, MSHA/NIOSH (approved or equivalent) and full protective gear.

**6. ACCIDENTAL RELEASE MEASURES****Personal precautions, protective equipment and emergency procedures**

Personal precautions	Remove all sources of ignition. Use personal protective equipment as required.
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**Environmental precautions**

Environmental precautions	Do not flush into surface water or sanitary sewer system. See Section 12 for additional Ecological Information.
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**Methods and material for containment and cleaning up**

Methods for containment	Prevent further leakage or spillage if safe to do so.
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Methods for cleaning up	Soak up with inert absorbent material.
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**7. HANDLING AND STORAGE****Precautions for safe handling**

Advice on safe handling	Handle in accordance with good industrial hygiene and safety practice.
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**Conditions for safe storage, including any incompatibilities**

Storage Conditions	Keep away from heat, sparks, flame and other sources of ignition (i.e., pilot lights, electric motors and static electricity).
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Incompatible materials	None known based on information supplied.
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**8. EXPOSURE CONTROLS/PERSONAL PROTECTION**

**Control parameters****Exposure Guidelines**

Chemical name	ACGIH TLV	OSHA PEL	NIOSH
Cristobalite 14464-46-1	TWA: 0.025 mg/m <sup>3</sup> respirable particulate matter	TWA: 50 µg/m <sup>3</sup> TWA: 50 µg/m <sup>3</sup> excludes construction work, agricultural operations, and exposures that result from the processing of sorptive clays (vacated) TWA: 0.05 mg/m <sup>3</sup> respirable dust : (1/2)(250)/(%SiO <sub>2</sub> + 5) mppcf TWA respirable fraction : (1/2)(10)/(%SiO <sub>2</sub> + 2) mg/m <sup>3</sup> TWA respirable fraction	IDLH: 25 mg/m <sup>3</sup> respirable dust TWA: 0.05 mg/m <sup>3</sup> respirable dust
Crystalline Silica 14808-60-7	TWA: 0.025 mg/m <sup>3</sup> respirable particulate matter	TWA: 50 µg/m <sup>3</sup> TWA: 50 µg/m <sup>3</sup> excludes construction work, agricultural operations, and exposures that result from the processing of sorptive clays (vacated) TWA: 0.1 mg/m <sup>3</sup> respirable dust : (250)/(%SiO <sub>2</sub> + 5) mppcf TWA respirable fraction : (10)/(%SiO <sub>2</sub> + 2) mg/m <sup>3</sup> TWA respirable fraction	IDLH: 50 mg/m <sup>3</sup> respirable dust TWA: 0.05 mg/m <sup>3</sup> respirable dust

NIOSH Immediately Dangerous to Life or Health

**Other Information**

Vacated limits revoked by the Court of Appeals decision in AFL-CIO v. OSHA, 965 F.2d 962 (11th Cir., 1992).

**Appropriate engineering controls****Engineering Controls**

Showers  
Eyewash stations  
Ventilation systems.

**Individual protection measures, such as personal protective equipment****Eye/face protection**

No special technical protective measures are necessary.

**Skin and body protection**

No special technical protective measures are necessary.

**Respiratory protection**

If exposure limits are exceeded or irritation is experienced, NIOSH/MSHA approved respiratory protection should be worn. Positive-pressure supplied air respirators may be required for high airborne contaminant concentrations. Respiratory protection must be provided in accordance with current local regulations.

**General Hygiene Considerations**

Handle in accordance with good industrial hygiene and safety practice.

**9. PHYSICAL AND CHEMICAL PROPERTIES****Information on basic physical and chemical properties****Physical state**

Liquid

**Appearance**

No information available

**Color**

No information available

**Odor**

No information available

**Odor threshold**

No information available

**Property****Values****Remarks • Method****pH**

No information available

**Melting point / freezing point**

No information available

**Boiling point / boiling range**

&gt;= 80 °C / 176 °F

**Flash point**

39 °C / 102 °F

**Evaporation rate**

No information available

Flammability (solid, gas)	No information available
Flammability Limit in Air	
Upper flammability limit:	No information available
Lower flammability limit:	No information available
Vapor pressure	No information available
Vapor density	No information available
Specific Gravity	0.98
Water solubility	No information available
Solubility in other solvents	No information available
Partition coefficient	No information available
Autoignition temperature	No information available
Decomposition temperature	No information available
Kinematic viscosity	No information available
Dynamic viscosity	No information available
Explosive properties	No information available
Oxidizing properties	No information available

**Other Information**

Softening point	No information available
Molecular weight	No information available
Liquid Density	8.15 lbs/gal
Bulk density	No information available
Percent solids by weight	75.9%
Percent volatile by weight	24.1%
Percent solids by volume	70.1%
Actual VOC (lbs/gal)	2
Actual VOC (grams/liter)	235
EPA VOC (lbs/gal)	2
EPA VOC (grams/liter)	235
EPA VOC (lb/gal solids)	2.8

**10. STABILITY AND REACTIVITY****Reactivity**

No data available

**Chemical stability**

Stable under recommended storage conditions.

**Possibility of hazardous reactions**

None under normal processing.

**Conditions to avoid**

Extremes of temperature and direct sunlight.

**Incompatible materials**

None known based on information supplied.

**Hazardous decomposition products**

None known based on information supplied.

**11. TOXICOLOGICAL INFORMATION****Information on likely routes of exposure**

Product Information	No data available
Inhalation	No data available.
Eye contact	No data available.



**Skin Contact** No data available.

**Ingestion** No data available.

#### Component Information

Chemical name	Oral LD50	Dermal LD50	Inhalation LC50
Linseed Oil 8001-26-1	> 15,000 mg/kg	-	-
Mineral Spirits (Rule 66) 64742-47-8	> 5000 mg/kg ( Rat )	> 2000 mg/kg ( Rabbit )	> 5.2 mg/L ( Rat ) 4 h
Solvent Naphtha, Medium Aliphatic 64742-88-7	> 25 mL/kg ( Rat )	> 3000 mg/kg ( Rabbit )	> 13 mg/L ( Rat ) 4 h
Mineral Spirits 64742-48-9	> 6000 mg/kg ( Rat )	> 3160 mg/kg ( Rabbit )	> 8500 mg/m <sup>3</sup> ( Rat ) 4 h
Cobalt 2-ethylhexanoate 136-52-7	= 1300 mg/kg (Rat)	> 5000 mg/kg ( Rabbit )	> 10 mg/L ( Rat ) 1 h
Crystalline Silica 14808-60-7	> 22,500 mg/kg (Rat)	-	-
Methyl Ethyl Ketoxime 96-29-7	= 930 mg/kg ( Rat )	1000 - 1800 mg/kg ( Rabbit )	> 4.83 mg/L ( Rat ) 4 h

#### Symptoms related to the physical, chemical and toxicological characteristics

**Symptoms** No information available.

#### Delayed and immediate effects as well as chronic effects from short and long-term exposure

**Sensitization** No information available.

**Germ cell mutagenicity** No information available.

**Carcinogenicity** No information available.

Chemical name	ACGIH	IARC	NTP	OSHA
Cristobalite 14464-46-1	A2	Group 1	Known	X
Cobalt 2-ethylhexanoate 136-52-7	-	Group 2B	Reasonably Anticipated	X
Crystalline Silica 14808-60-7	A2	Group 1	Known	X

**ACGIH (American Conference of Governmental Industrial Hygienists)**

A2 - Suspected Human Carcinogen

**IARC (International Agency for Research on Cancer)**

Group 1 - Carcinogenic to Humans

Group 2B - Possibly Carcinogenic to Humans

Group 3 - Not classifiable as a human carcinogen

**NTP (National Toxicology Program)**

Known - Known Carcinogen

Reasonably Anticipated - Reasonably Anticipated to be a Human Carcinogen

**OSHA (Occupational Safety and Health Administration of the US Department of Labor)**

X - Present

**Reproductive toxicity** No information available.

**STOT - single exposure** No information available.

**STOT - repeated exposure** No information available.

**Target organ effects** Eyes, Lungs, Respiratory system.

**Aspiration hazard** No information available.

#### Numerical measures of toxicity - Product Information

The following values are calculated based on chapter 3.1 of the GHS document mg/kg

## 12. ECOLOGICAL INFORMATION

#### Ecotoxicity

13.54% of the mixture consists of component(s) of unknown hazards to the aquatic environment

Chemical name	Algae/aquatic plants	Fish	Crustacea
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Mineral Spirits (Rule 66) 64742-47-8	-	45: 96 h Pimephales promelas mg/L LC50 flow-through 2.2: 96 h Lepomis macrochirus mg/L LC50 static 2.4: 96 h Oncorhynchus mykiss mg/L LC50 static	4720: 96 h Den-dronereides heteropoda mg/L LC50
Solvent Naphtha, Medium Aliphatic 64742-88-7	450: 96 h Pseudokirchneriella subcapitata mg/L EC50	800: 96 h Pimephales promelas mg/L LC50 static	100: 48 h Daphnia magna mg/L EC50
Mineral Spirits 64742-48-9	-	2200: 96 h Pimephales promelas mg/L LC50	2.6: 96 h Chaetogammarus marinus mg/L LC50
Methyl Ethyl Ketoxime 96-29-7	83: 72 h Desmodesmus subspicatus mg/L EC50	760: 96 h Poecilia reticulata mg/L LC50 static 320 - 1000: 96 h Leuciscus idus mg/L LC50 static 777 - 914: 96 h Pimephales promelas mg/L LC50 flow-through	750: 48 h Daphnia magna mg/L EC50

**Persistence and degradability**

No information available.

**Bioaccumulation**

No information available.

Chemical name	Partition coefficient
Methyl Ethyl Ketoxime 96-29-7	0.65

**Other adverse effects**

No information available

**13. DISPOSAL CONSIDERATIONS****Waste treatment methods****Disposal of wastes**

Disposal should be in accordance with applicable regional, national and local laws and regulations.

**Contaminated packaging**

Do not reuse container.

**US EPA Waste Number**

D001 U019 U055 U220 U239

This product contains one or more substances that are listed with the State of California as a hazardous waste.

Chemical name	California Hazardous Waste Status
Cobalt 2-ethylhexanoate 136-52-7	Toxic

**14. TRANSPORT INFORMATION****DOT**

Not regulated

**TDG**

Not regulated

**15. REGULATORY INFORMATION****International Inventories****TSCA**

Complies

**DSL/NDSL**

Complies \*

\* This product contains an unknown chemical, therefore, this product's compliance to the inventory list is NOT DETERMINED

**Legend:**

TSCA - United States Toxic Substances Control Act Section 8(b) Inventory

DSL/NDSL - Canadian Domestic Substances List/Non-Domestic Substances List

**US Federal Regulations****SARA 313**

Section 313 of Title III of the Superfund Amendments and Reauthorization Act of 1986 (SARA). This product does not contain any chemicals which are subject to the reporting requirements of the Act and Title 40 of the Code of Federal Regulations, Part 372

**SARA 311/312 Hazard Categories**

Acute health hazard	No
Chronic Health Hazard	No
Fire hazard	Yes
Sudden release of pressure hazard	No
Reactive Hazard	No

**US State Regulations****California Proposition 65**

This product contains the following Proposition 65 chemicals

Chemical name	California Proposition 65
Cristobalite - 14464-46-1	Carcinogen
Crystalline Silica - 14808-60-7	Carcinogen
Ethyl Benzene - 100-41-4	Carcinogen
Toluene - 108-88-3	Developmental
Benzene(including benzene from gasoline) - 71-43-2	Carcinogen Developmental Male Reproductive
Cumene - 98-82-8	Carcinogen

**U.S. State Right-to-Know Regulations**

Chemical name	New Jersey	Massachusetts
Cristobalite 14464-46-1	X	X
Xylene 1330-20-7	X	X
Cobalt 2-ethylhexanoate 136-52-7	X	-
Crystalline Silica 14808-60-7	X	X

Chemical name	Pennsylvania
Linseed Oil 8001-26-1	X
Cristobalite 14464-46-1	X
Silica Amorphous- diatomaceous earth 68855-54-9	X

**U.S. EPA Label Information**

EPA Pesticide Registration Number Not applicable

**Hazardous air pollutants (HAPS) content**

This product contains no Hazardous Air Pollutants individually at 1% by weight, or greater.

<b>16. OTHER INFORMATION, INCLUDING DATE OF PREPARATION OF THE LAST REVISION</b>
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<b><u>NFPA</u></b>	Health hazards 2	Flammability 2	Instability 0	Physical and chemical properties -
<b><u>HMIS</u></b>	Health hazards 2 *	Flammability 2	Physical hazards 0	Personal protection X
<b><i>Chronic Hazard Star Legend</i></b>	<i>* = Chronic Health Hazard</i>			

Revision Date 24-May-2021

**Revision Note**

No information available

**Disclaimer**

The information provided in this Safety Data Sheet is correct to the best of our knowledge, information and belief at the date of its publication. The information given is designed only as a guidance for safe handling, use, processing, storage, transportation, disposal and release and is not to be considered a warranty or quality specification. The information relates only to the specific material designated and may not be valid for such material used in combination with any other materials or in any process, unless specified in the text. Shipping information may vary based upon container size and shipping destination. Each user of this material needs to evaluate the conditions of use and design the appropriate protective mechanisms to prevent employee exposures, property damage, or release to the environment. The manufacturer assumes no responsibility for injury to the recipient or third persons, or for any damages to any property resulting from misuse of the product.

**End of Safety Data Sheet**

## ASCEND EXTERIOR® WATER-BASED CLEAR FINISH

### Description

Protect the beauty and integrity of exterior surfaces with Old Masters Ascend Exterior Water-Based Clear Finish. Ascend Exterior is a clear, durable finish designed for exterior application on wood or painted wood surfaces and contains ultraviolet absorbers for advanced sun protection. Use on properly prepared exterior wood surfaces, such as railings, outdoor furniture, above waterline marine surfaces, as well as doors including wood, fiberglass, and steel. It can also be used on interior windowsills and door frames for added ultraviolet protection. DO NOT USE on wooden decks, steps or fences, wood siding, log homes, or surfaces below the waterline.

### Surface Preparation

All surfaces must be clean, dry, and free from dirt, wax, grease, glue, and other contaminants. DO NOT use over shellac, lacquer, filler, stains, or sealers containing stearates. After sanding, remove sanding dust with a vacuum or damp cloth. DO NOT use a tack rag to remove dust as it may leave a residue that will interfere with adhesion.

**Bare Wood Surfaces:** Thoroughly sand surface; starting with medium grit sandpaper progressing to fine grit sandpaper. Always sand in the direction of the wood grain. Do not use steel wool.

**Previously Finished Wood:** The surface should be sanded to remove imperfections and gloss using fine sandpaper. Do not use steel wool.

**Stained Surfaces** Stain must be thoroughly dry before applying clear finish. Allow oil-based stain to dry a minimum of 48 hours in good drying conditions before top coating. Do not sand uncoated stained surface.

**WARNING!** If you scrape, sand or remove old paint, you may release lead dust. LEAD IS TOXIC. EXPOSURE TO LEAD DUST CAN CAUSE SERIOUS ILLNESS, SUCH AS BRAIN DAMAGE, ESPECIALLY IN CHILDREN. PREGNANT WOMEN SHOULD ALSO AVOID EXPOSURE. Wear a NIOSH approved respirator to control lead exposure. Clean up carefully with a HEPA vacuum and a wet mop. Before you start, find out how to protect yourself and your family by contacting the National Lead Information Hotline at 1-800-424-LEAD or log on to [www.epa.gov/lead](http://www.epa.gov/lead).

### Application

Stir thoroughly before and during application. DO NOT SHAKE. Test the finish on an inconspicuous area to ensure adequate adhesion. Ascend Exterior Water-Based Clear Finish appears milky in the can but dries clear. Do not apply in direct sunlight or areas of extreme air movement.

- Apply with a synthetic fiber brush, foam brush, flat pad, or sprayer. A short nap roller may be used for large flat areas but must be brushed immediately to alleviate air bubbles.
- Apply in full even coats in the direction of the grain. Do not over apply. Over applying can produce a milky appearance. Do not over-brush or create excess air bubbles.
- Sand lightly between coats with fine sandpaper to produce a smoother finish. If sandpaper gums up allow more dry time. Remove sanding dust.

### Product Codes

Available Sizes: Quart (04), Gallon (01) and Five Gallon (05)

Matte	Quart	71004
	Gallon	71001
	Five Gallon	71005
Satin	Quart	71104
	Gallon	71101
	Five Gallon	71105
Semi-Gloss	Quart	71204
	Gallon	71201
	Five Gallon	71205
Gloss	Quart	71304
	Gallon	71301
	Five Gallon	71305

## ASCEND EXTERIOR® WATER-BASED CLEAR FINISH

### Application (continued)

- Reapply. Allow to dry according to recommendations before recoating. Three coats are recommended for minimum protection. Additional coats are recommended for wood exposed to direct sunlight.
- Thoroughly coat all sides of your project to ensure proper seal to protect against moisture. If all sides are not properly sealed, moisture can seep under the existing finish and cause coating failure. Do not use on decks or areas that are subject to foot traffic.
- Do not use on decks or areas that are subject to foot traffic.
- Thinning is not recommended.

Apply when air and surface temperatures are between 60° and 90°F and humidity is between 30 and 70%. Protect from freezing prior to, during, and for 24 hours after application.

Please note: Testing is very important when applying this product over paints or stains because the appearance of these products may change when a water-based finish is applied. This product gives a soft wood amber that ONLY becomes noticeable when applied over white or pastel paints and stains.

### Maintenance

As with all exterior clear finishes, this product will not offer unlimited protection against the elements. Surfaces that receive direct sunlight may have to be re-coated annually to maintain gloss and to prevent cracking and peeling.

### Clean Up

Wash brushes and equipment in warm, soapy water. Rinse clean.

### Cautions

CAUTION! Do not take internally. Close container after each use. Protect from freezing. KEEP OUT OF REACH OF CHILDREN.

### Limited Warranty

Since Old Masters does not control the application of its products, nor is the condition of the surface to which they are applied, a Limited Warranty is provided. If the products do not perform as specified, for whatever reason, Old Masters liability will under no circumstances exceed the replacement of the product.

### Technical Data

#### Gloss Levels at 60°

Matte	15 to 20
Satin	25 to 30
Semi-Gloss	55 to 60
Gloss	75+

#### Product Information

Solids by Volume	29% ± 2%
Solids by Weight	32% ± 2%
Weight per Gallon	8.6 lbs
Viscosity at 77°F	30 to 40 secs. #2 Zahn
Flash Point	> 201°F
VOCs	< 140 g/L

#### Coverage

Recommended Dry Film Thickness per Coat	1 to 2 mils
Square Feet Per Gallon	230 to 465
Theoretical Square Feet at 1 mil	465

#### Dry Times at 70°F and 50% Humidity

Touch	30 minutes
Topcoat	1 hour
Light Service	24 hours

Dry times will be affected by temperature, humidity, and film thickness. Care should be used during the first week after application as the finish is still curing to its ultimate hardness.



# SAFETY DATA SHEET

Revision Date 16-Nov-2020

Version 5

## 1. IDENTIFICATION

### Product identifier

**Product Name** Ascend Exterior Satin

### Other means of identification

**Product Code** 71101  
**SKU(s)** 71101, 71104, 71105

### Recommended use of the chemical and restrictions on use

**Recommended Use** No information available.  
**Uses advised against** No information available

### Details of the supplier of the safety data sheet

#### **Supplier Address**

Old Masters  
303 19th St. SE  
Orange City, IA 51041  
Phone: 712-737-4993  
Fax: 712-737-4997

### Emergency telephone number

**Emergency Telephone** Chemtrec 1-800-424-9300

## 2. HAZARDS IDENTIFICATION

### Classification

#### **OSHA Regulatory Status**

This chemical is not considered hazardous by the 2012 OSHA Hazard Communication Standard (29 CFR 1910.1200)

Not a hazardous substance or mixture according to the Globally Harmonized System (GHS)

### **Emergency Overview**

The product contains no substances which at their given concentration, are considered to be hazardous to health

**Appearance** No information available **Physical state** Liquid **Odor** No information available

### Hazards not otherwise classified (HNOC)

#### **Other Information**

Unknown acute toxicity 29.5% of the mixture consists of ingredient(s) of unknown toxicity

## 3. COMPOSITION/INFORMATION ON INGREDIENTS

Chemical name	CAS No	Weight-%	Trade Secret
Dipropylene Glycol Butyl Ether	29911-28-2	1 - 5	*
Propylene Glycol	57-55-6	1 - 5	*

\*The exact percentage (concentration) of composition has been withheld as a trade secret.

#### 4. FIRST AID MEASURES

##### Description of first aid measures

Eye contact	Rinse thoroughly with plenty of water for at least 15 minutes, lifting lower and upper eyelids. Consult a physician.
Skin Contact	Wash skin with soap and water.
Inhalation	Remove to fresh air.
Ingestion	Clean mouth with water and drink afterwards plenty of water.

##### Most important symptoms and effects, both acute and delayed

Symptoms	No information available.
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##### Indication of any immediate medical attention and special treatment needed

Note to physicians	Treat symptomatically.
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#### 5. FIRE-FIGHTING MEASURES

##### Suitable extinguishing media

Use extinguishing measures that are appropriate to local circumstances and the surrounding environment.

**Unsuitable extinguishing media** CAUTION: Use of water spray when fighting fire may be inefficient.

##### Specific hazards arising from the chemical

No information available.

##### Explosion data

**Sensitivity to Mechanical Impact** None.

**Sensitivity to Static Discharge** None.

##### Protective equipment and precautions for firefighters

As in any fire, wear self-contained breathing apparatus pressure-demand, MSHA/NIOSH (approved or equivalent) and full protective gear.

#### 6. ACCIDENTAL RELEASE MEASURES

##### Personal precautions, protective equipment and emergency procedures

Personal precautions	Ensure adequate ventilation, especially in confined areas.
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##### Environmental precautions

Environmental precautions	See Section 12 for additional Ecological Information.
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##### Methods and material for containment and cleaning up

Methods for containment	Prevent further leakage or spillage if safe to do so.
Methods for cleaning up	Use personal protective equipment as required. Dam up. Cover liquid spill with sand, earth or other non-combustible absorbent material. Take up mechanically, placing in appropriate containers for disposal. Clean contaminated surface thoroughly.

#### 7. HANDLING AND STORAGE

##### Precautions for safe handling



**Advice on safe handling** Handle in accordance with good industrial hygiene and safety practice.

**Conditions for safe storage, including any incompatibilities**

**Storage Conditions** Keep containers tightly closed in a dry, cool and well-ventilated place.

**Incompatible materials** None known based on information supplied.

## 8. EXPOSURE CONTROLS/PERSONAL PROTECTION

**Control parameters**

**Exposure Guidelines**

*NIOSH Immediately Dangerous to Life or Health*

**Other Information** Vacated limits revoked by the Court of Appeals decision in AFL-CIO v. OSHA, 965 F.2d 962 (11th Cir., 1992).

**Appropriate engineering controls**

**Engineering Controls** Showers  
Eyewash stations  
Ventilation systems.

**Individual protection measures, such as personal protective equipment**

**Eye/face protection** No special technical protective measures are necessary.

**Skin and body protection** No special technical protective measures are necessary.

**Respiratory protection** If exposure limits are exceeded or irritation is experienced, NIOSH/MSHA approved respiratory protection should be worn. Positive-pressure supplied air respirators may be required for high airborne contaminant concentrations. Respiratory protection must be provided in accordance with current local regulations.

**General Hygiene Considerations** Handle in accordance with good industrial hygiene and safety practice.

## 9. PHYSICAL AND CHEMICAL PROPERTIES

**Information on basic physical and chemical properties**

<b>Physical state</b>	Liquid	<b>Odor</b>	No information available
<b>Appearance</b>	No information available	<b>Odor threshold</b>	No information available
<b>Color</b>	No information available		

<b><u>Property</u></b>	<b><u>Values</u></b>	<b><u>Remarks • Method</u></b>
<b>pH</b>	7.9-8.3	
<b>Melting point / freezing point</b>	No information available	
<b>Boiling point / boiling range</b>	>= 100 °C / 212 °F	
<b>Flash point</b>	> 94 °C / > 201 °F	
<b>Evaporation rate</b>	No information available	
<b>Flammability (solid, gas)</b>	No information available	
<b>Flammability Limit in Air</b>		
<b>Upper flammability limit:</b>	No information available	
<b>Lower flammability limit:</b>	No information available	
<b>Vapor pressure</b>	No information available	
<b>Vapor density</b>	No information available	
<b>Specific Gravity</b>	1.03	
<b>Water solubility</b>	No information available	
<b>Solubility in other solvents</b>	No information available	
<b>Partition coefficient</b>	No information available	

Autoignition temperature	No information available
Decomposition temperature	No information available
Kinematic viscosity	No information available
Dynamic viscosity	No information available
Explosive properties	No information available
Oxidizing properties	No information available

**Other Information**

Softening point	No information available
Molecular weight	No information available
Liquid Density	8.61 lbs/gal
Bulk density	No information available
Percent solids by weight	32.0%
Percent volatile by weight	4.6%
Percent solids by volume	29.4%
Actual VOC (lbs/gal)	0.4
Actual VOC (grams/liter)	47.3
EPA VOC (lbs/gal)	1.1
EPA VOC (grams/liter)	137.3
EPA VOC (lb/gal solids)	1.3

**10. STABILITY AND REACTIVITY****Reactivity**

No data available

**Chemical stability**

Stable under recommended storage conditions.

**Possibility of hazardous reactions**

None under normal processing.

**Conditions to avoid**

Extremes of temperature and direct sunlight.

**Incompatible materials**

None known based on information supplied.

**Hazardous decomposition products**

None known based on information supplied.

**11. TOXICOLOGICAL INFORMATION****Information on likely routes of exposure**

<b>Product Information</b>	No data available
<b>Inhalation</b>	No data available.
<b>Eye contact</b>	No data available.
<b>Skin Contact</b>	No data available.
<b>Ingestion</b>	No data available.

Chemical name	Oral LD50	Dermal LD50	Inhalation LC50
Dipropylene Glycol Butyl Ether 29911-28-2	= 1620 µL/kg ( Rat )	= 5860 µL/kg ( Rabbit )	= 42.1 ppm ( Rat ) 4 h
Propylene Glycol 57-55-6	= 20 g/kg ( Rat )	= 20800 mg/kg ( Rabbit )	-

**Symptoms related to the physical, chemical and toxicological characteristics**

**Symptoms** No information available.

**Delayed and immediate effects as well as chronic effects from short and long-term exposure**

**Sensitization** No information available.

**Germ cell mutagenicity** No information available.

**Carcinogenicity** No information available.

*IARC (International Agency for Research on Cancer)*

*Group 3 - Not classifiable as a human carcinogen*

**Reproductive toxicity** No information available.

**STOT - single exposure** No information available.

**STOT - repeated exposure** No information available.

**Aspiration hazard** No information available.

**Numerical measures of toxicity - Product Information**

The following values are calculated based on chapter 3.1 of the GHS document mg/kg

## 12. ECOLOGICAL INFORMATION

**Ecotoxicity**

30.48% of the mixture consists of component(s) of unknown hazards to the aquatic environment

Chemical name	Algae/aquatic plants	Fish	Crustacea
Dipropylene Glycol Butyl Ether 29911-28-2	-	841: 96 h Poecilia reticulata mg/L LC50 static	-
Propylene Glycol 57-55-6	19000: 96 h Pseudokirchneriella subcapitata mg/L EC50	51600: 96 h Oncorhynchus mykiss mg/L LC50 static 41 - 47: 96 h Oncorhynchus mykiss mL/L LC50 static 51400: 96 h Pimephales promelas mg/L LC50 static 710: 96 h Pimephales promelas mg/L LC50	10000: 24 h Daphnia magna mg/L EC50 1000: 48 h Daphnia magna mg/L EC50 Static

**Persistence and degradability**

No information available.

**Bioaccumulation**

No information available.

**Other adverse effects**

No information available

## 13. DISPOSAL CONSIDERATIONS

**Waste treatment methods**

**Disposal of wastes** Disposal should be in accordance with applicable regional, national and local laws and regulations.

**Contaminated packaging** Do not reuse container.

**US EPA Waste Number** U122

## 14. TRANSPORT INFORMATION

**DOT**

Not regulated

<b><u>TDG</u></b>	Not regulated
<b><u>MEX</u></b>	Not regulated
<b><u>ICAO (air)</u></b>	Not regulated
<b><u>IATA</u></b>	Not regulated
<b><u>IMDG</u></b>	Not regulated
<b><u>RID</u></b>	Not regulated
<b><u>ADR</u></b>	Not regulated
<b><u>ADN</u></b>	Not regulated

## 15. REGULATORY INFORMATION

### International Inventories

<b>TSCA</b>	Complies
<b>DSL/NDSL</b>	Complies *

\* This product contains an unknown chemical, therefore, this product's compliance to the inventory list is NOT DETERMINED

### Legend:

**TSCA** - United States Toxic Substances Control Act Section 8(b) Inventory  
**DSL/NDSL** - Canadian Domestic Substances List/Non-Domestic Substances List

### US Federal Regulations

#### **SARA 313**

Section 313 of Title III of the Superfund Amendments and Reauthorization Act of 1986 (SARA). This product does not contain any chemicals which are subject to the reporting requirements of the Act and Title 40 of the Code of Federal Regulations, Part 372

#### **SARA 311/312 Hazard Categories**

<b>Acute health hazard</b>	No
<b>Chronic Health Hazard</b>	No
<b>Fire hazard</b>	No
<b>Sudden release of pressure hazard</b>	No
<b>Reactive Hazard</b>	No

### US State Regulations

#### **California Proposition 65**

This product contains the following Proposition 65 chemicals

Chemical name	California Proposition 65
Formaldehyde - 50-00-0	Carcinogen

#### **U.S. State Right-to-Know Regulations**

Chemical name	New Jersey	Massachusetts
Propylene Glycol 57-55-6	X	-

Chemical name	Pennsylvania
Propylene Glycol 57-55-6	X

#### **U.S. EPA Label Information**

**EPA Pesticide Registration Number** Not applicable

#### **Hazardous air pollutants (HAPS) content**

This product contains no Hazardous Air Pollutants individually at 1% by weight, or greater.

**16. OTHER INFORMATION, INCLUDING DATE OF PREPARATION OF THE LAST REVISION**

<b><u>NFPA</u></b>	Health hazards 0	Flammability 1	Instability 0	Physical and chemical properties -
<b><u>HMIS</u></b>	Health hazards 0	Flammability 1	Physical hazards 0	Personal protection X

Revision Date 16-Nov-2020

**Revision Note**

No information available

**Disclaimer**

The information provided in this Safety Data Sheet is correct to the best of our knowledge, information and belief at the date of its publication. The information given is designed only as a guidance for safe handling, use, processing, storage, transportation, disposal and release and is not to be considered a warranty or quality specification. The information relates only to the specific material designated and may not be valid for such material used in combination with any other materials or in any process, unless specified in the text. Shipping information may vary based upon container size and shipping destination. Each user of this material needs to evaluate the conditions of use and design the appropriate protective mechanisms to prevent employee exposures, property damage, or release to the environment. The manufacturer assumes no responsibility for injury to the recipient or third persons, or for any damages to any property resulting from misuse of the product.

**End of Safety Data Sheet**



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## SAFETY DATA SHEET

### **SDS FORM A: COATINGS WITH NO REPORTABLE HAZARDOUS INGREDIENTS**

The following Safety Data Sheet (SDS) is being provided pursuant to requirements of the Fed/OSHA (29 CFR 1910.1200) and Cal/OSHA (8 CCR 5194) Hazard Communication Standards. The health and hazards information given here is based on data believed to be accurate by Dunn-Edwards Corporation; we do not, however, assume any liability for the accuracy or completeness of this information. We neither suggest nor guarantee that any hazards mentioned are the only ones that may exist. All persons intending to rely on any recommendation, or to use any technique, equipment, or material mentioned should first satisfy themselves that they can meet all applicable safety and health standards.

The following SDS supersedes any previously issued SDS for each product covered. The reader is advised to destroy any obsolete SDS and refer only to this SDS. As permitted by OSHA, each SDS may apply to a class of products which have similar hazards and contents.

Products covered by this SDS are listed below:

**ACBL10-0:** ACRI-BUILD Flat  
**ACBL10-1:** ACRI-BUILD Flat  
**ACHS10-0:** ACRI-HUES Flat  
**ACHS30-0:** ACRI-HUES Eggshell  
**ACHS50-0:** ACRI-HUES Semi-Gloss  
**ACWC10-0:** ACRI-WALL Flat Concentrate  
**ACWL10-0:** ACRI-WALL Flat Ready-To-Use  
**ACWL30-0:** ACRI-WALL Eggshell  
**ACWL50-0:** ACRI-WALL Semi-Gloss  
**AQUA10-1:** AQUAFALL Flat  
**AQUA30-1:** AQUAFALL Eggshell  
**AQUA50-1:** AQUAFALL Semi-Gloss  
**ASHL30-0:** ARISTOSHIELD Eggshell  
**ASHL40-0:** ARISTOSHIELD Low Sheen  
**ASHL50-0:** ARISTOSHIELD Semi-Gloss  
**ASHL70-0:** ARISTOSHIELD High Gloss  
**AWLL50-0:** ARISTOWALL Semi-Gloss  
**AWLL60-0:** ARISTOWALL Gloss  
**BIPR00-1:** BLOCK-IT Premium  
**BRPR00-2-RO:** BLOC-RUST Premium, Red Oxide  
**BRPR00-2-WH:** BLOC-RUST Premium, White  
**CEIL10-0-LW8:** CEILING PAINT Dead Flat  
**CLPT10-0:** DUNN'S CEILING PAINT Flat  
**DCPR00-0:** DECOPRIME Primer  
**DGLO50-0:** DECOGLO Semi-Gloss  
**DURA50-0:** DURAFLO Semi-Gloss  
**DURA50-1:** DURAFLO Semi-Gloss  
**DURA60-0:** DURAFLO Gloss  
**DURA60-1:** DURAFLO Gloss  
**ENCT30-0:** ENDURA-COAT Eggshell

**ENCT50-0:** ENDURA-COAT Semi-Gloss  
**ENCT60-0:** ENDURA-COAT Gloss  
**ENPR00-0-GR:** ENDURAPRIME, Gray  
**ENPX50-0:** ENDURACAT Semi-Gloss  
**ESPR00-1:** EFF-STOP Premium  
**ESSL00-0:** EFF-STOP Select  
**EVER10-0:** EVEREST Flat  
**EVER20-0:** EVEREST Velvet  
**EVER30-0:** EVEREST Eggshell  
**EVER50-0:** EVEREST Semi-Gloss  
**EVSH10-2:** EVERSIELD Flat  
**EVSH10-3:** EVERSIELD Flat  
**EVSH20-2:** EVERSIELD Velvet  
**EVSH20-3:** EVERSIELD Velvet  
**EVSH30-2:** EVERSIELD Eggshell  
**EVSH30-3:** EVERSIELD Eggshell  
**EVSH40-2:** EVERSIELD Low-Sheen  
**EVSH40-3:** EVERSIELD Low-Sheen  
**EVSH50-2:** EVERSIELD Semi-Gloss  
**EVSH50-3:** EVERSIELD Semi-Gloss  
**EVSH60-2:** EVERSIELD Gloss  
**EVSH60-3:** EVERSIELD Gloss  
**EXQT10-0:** EXQUISITE Matte  
**EXQT30-0:** EXQUISITE Eggshell  
**EZPR00-1:** EZ-PRIME Premium  
**EZSL00-0:** EZ-PRIME Select  
**FPSL00-1:** FLEX-PRIME Select  
**IKPR00-1:** INTER-KOTE Premium Zero VOC  
**PC6510-0:** PRO-COM 6500 Flat  
**PCMA00-0:** PRO-COM 6500 Primer

**SDS FORM A: COATINGS WITH NO REPORTABLE HAZARDOUS INGREDIENTS *continued***

*continued*

**PMCE10-0:** CONTRACTOR'S EDGE Flat  
**PMCE30-0:** CONTRACTOR'S EDGE Eggshell  
**PMCE50-0:** CONTRACTOR'S EDGE Semi-Gloss  
**PRWL00-0:** PREP-WALL Drywall Surface Conditioner  
**QKWL10-0:** QUIK-WALL Flat  
**SBPR00-0:** Smooth BLOCFIL Premium  
**SBSL00-1:** Smooth BLOCFIL Select  
**SFSL00-1:** SURFACO Select  
**SLPR00-2:** SUPER-LOC Premium  
**SPMA10-1:** SUPREMA Flat  
**SPMA20-1:** SUPREMA Velvet  
**SPMA30-0:** SUPREMA Eggshell  
**SPMA40-0:** SUPREMA Low Sheen  
**SPMA50-0:** SUPREMA Semi-Gloss  
**SPMA50-1:** SUPREMA Semi-Gloss  
**SSHL10-0:** SPARTASHIELD Flat  
**SSHL20-0:** SPARTASHIELD Velvet  
**SSHL30-0:** SPARTASHIELD Eggshell  
**SSHL40-0:** SPARTASHIELD Low Sheen  
**SSHL50-1:** SPARTASHIELD Semi-Gloss  
**SSHL60-1:** SPARTASHIELD Gloss  
**SSHV10-0:** SPARTASHIELD VA Flat  
**SWLL10-0:** SPARTAWALL Flat

**SWLL20-1:** SPARTAWALL Velvet  
**SWLL30-1:** SPARTAWALL Eggshell  
**SWLL40-1:** SPARTAWALL Low Sheen  
**SWLL50-1:** SPARTAWALL Semi-Gloss  
**SWLR10-0:** SUPER-WALL Flat Ready-To-Use  
**SZRO10-0:** SPARTAZERO Flat  
**UGPR00-1:** ULTRA-GRIP Premium  
**UGSL00-1:** ULTRA-GRIP Select Zero VOC  
**ULGM00-0:** ULTRASHIELD Galvanized Metal Primer  
**ULSB10-0:** ULTRA-SCRUB Flat  
**VNPL00-0:** VINYLASTIC Plus  
**VNPR00-1:** VINLYLASTIC Premium Ultra-Low VOC  
**VNSL00-1:** VINYLASTIC Select Zero VOC  
**W 360V:** ENDURASEAL  
**W 370:** ENDURAWALL  
**W 615:** ACOUSTIKOTE  
**W 5361:** Athletic Field Striping Paint  
**W 6139:** Acrylic Elastomeric Coating AZ  
**W 6160E:** VERSAGLO  
**W 6220E:** VERSAGLOSS  
**W 6230E:** VERSAWALL  
**W 6240:** VERSAFLAT  
**W 6250E:** VERSASATIN

# SAFETY DATA SHEET

FORM A: COATINGS WITH NO REPORTABLE HAZARDOUS INGREDIENTS

SDS DATE: 03/30/2023

## SECTION 1: PRODUCT AND COMPANY IDENTIFICATION

PRODUCT IDENTIFICATION:  
SEE COVER PAGE FOR LIST OF PRODUCTS COVERED

MANUFACTURER: DUNN-EDWARDS CORPORATION  
6119 E. WASHINGTON BLVD  
COMMERCE, CA 90040

PRODUCT TYPE: WATERBORNE PAINT  
RECOMMENDED USE: ARCHITECTURAL COATING

EMERGENCY PHONE: 1-800-222-1222  
OTHER CALLS: (213) 431-4925  
FAX NUMBER: (323) 771-1611

HMIS CODES: H 0 F 0 R 0 PP E



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## SECTION 2: HAZARDS IDENTIFICATION

GHS CLASSIFICATION: NOT A HAZARDOUS SUBSTANCE OR MIXTURE.

GHS LABEL ELEMENTS: [NOTE: THIS CONSUMER PRODUCT IS EXEMPT FROM OSHA GHS-HCS LABELING REQUIREMENTS.]

SIGNAL WORD: (NONE REQUIRED) HAZARD STATEMENT: (NONE REQUIRED)

PICTOGRAM: (NONE REQUIRED)

PRECAUTIONARY STATEMENTS:

PREVENTION: DO NOT INGEST. USE ONLY WITH ADEQUATE VENTILATION. AVOID BREATHING VAPORS, SPRAY MIST AND SANDING DUST. WEAR APPROPRIATE NIOSH-APPROVED RESPIRATORY PROTECTION WHEN SPRAYING OR SANDING. AVOID CONTACT WITH SKIN AND EYES. CLOSE CONTAINER AFTER EACH USE. KEEP OUT OF REACH OF CHILDREN.

RESPONSE: CLEAN UP SPILLS WITH INERT ABSORBENT MATERIAL, SUCH AS CLAY GRANULES, PAPER OR CLOTH WIPES. ALLOW TO DRY BEFORE DISPOSAL.

STORAGE & DISPOSAL: KEEP BETWEEN 40°F AND 110°F AT ALL TIMES. DISPOSE OF CONTAINER AND CONTENTS IN ACCORDANCE WITH APPLICABLE LOCAL, STATE AND FEDERAL REGULATIONS.

HAZARDS NOT OTHERWISE CLASSIFIED: NONE.

## SECTION 3: COMPOSITION / INFORMATION ON INGREDIENTS

HAZARDOUS INGREDIENTS:

CHEMICAL NAME	COMMON NAME / SYNONYMS	CAS NUMBER	CONCENTRATION (%WT)
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NO REPORTABLE HAZARDOUS INGREDIENTS.

NOTE: EXPOSURES TO POSSIBLE HAZARDOUS INGREDIENTS BELOW REPORTING THRESHOLDS CAN BE REDUCED OR AVOIDED BY FOLLOWING RECOMMENDED PROCEDURES FOR SAFE HANDLING, STORAGE, DISPOSAL, AND USE.

SEE SECTION 11 (TOXICOLOGICAL INFORMATION) FOR POSSIBLE HAZARDOUS BY-PRODUCTS.



# SAFETY DATA SHEET

FORM A: COATINGS WITH NO REPORTABLE HAZARDOUS INGREDIENTS

SDS DATE: 03/30/2023

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## SECTION 4: FIRST-AID MEASURES

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EYES: FLUSH EYES WITH FRESH WATER FOR AT LEAST 15 MINUTES.

SKIN: WASH THOROUGHLY WITH SOAP AND WATER.

INGESTION: HAVE VICTIM DRINK 1 OR 2 GLASSES OF WATER TO ENSURE DILUTION.

INHALATION: MOVE VICTIM TO FRESH AIR.

MOST IMPORTANT SYMPTOMS AND EFFECTS: MAY CAUSE MILD IRRITATION TO SKIN AND EYES, GASTROINTESTINAL AND RESPIRATORY TRACTS. SLIGHT DIZZINESS, NAUSEA AND HEADACHE POSSIBLE.

NOTES TO FIRST AID PROVIDERS: CALL FOR MEDICAL ASSISTANCE IF SYMPTOMS PERSIST.

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## SECTION 5: FIRE-FIGHTING MEASURES

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SUITABLE EXTINGUISHING MEDIA: FOAM, ALCOHOL FOAM, CO2, DRY CHEMICAL, WATER FOG.

UNUSUAL FIRE AND EXPLOSION HAZARDS: LIQUID MATERIAL IS NON-COMBUSTIBLE, BUT DRIED FILMS ARE CAPABLE OF SUPPORTING COMBUSTION WHEN IN CONTACT WITH OPEN FLAMES. CLOSED CONTAINERS CAN DEVELOP INTERNAL PRESSURE AND MAY RUPTURE WHEN SUBJECTED TO EXTREME HEAT.

HAZARDOUS COMBUSTION PRODUCTS: COMBUSTION CAN PRODUCE CARBON MONOXIDE AND/OR CARBON DIOXIDE.

SPECIAL EQUIPMENT & PRECAUTIONS: USE SELF-CONTAINED BREATHING APPARATUS IN CONFINED SPACES. OBSERVE RECOMMENDED PROCEDURES FOR HANDLING ORDINARY COMBUSTIBLE MATERIALS.

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## SECTION 6: ACCIDENTAL RELEASE MEASURES

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PERSONAL PRECAUTIONS, PROTECTIVE EQUIPMENT, EMERGENCY PROCEDURES: WEAR WATERPROOF GLOVES TO AVOID SKIN CONTACT. KEEP CHILDREN AND PETS AWAY FROM SPILLED LIQUID. PREVENT LIQUID FROM ENTERING DRAINS.

METHODS AND MATERIALS FOR CONTAINMENT AND CLEAN UP: DIKE SPILLED LIQUID WITH INERT MATERIAL, SUCH AS CLAY GRANULES. SCOOP UP EXCESS LIQUID AND POUR INTO CONTAINER. USE PAPER OR CLOTH WIPES TO CLEAN UP SMALL SPILLS. ALLOW TO DRY BEFORE DISPOSAL.

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## SECTION 7: HANDLING AND STORAGE

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SAFE HANDLING PRECAUTIONS: KEEP CONTAINERS CLOSED WHEN NOT IN USE. DO NOT STACK CONTAINERS MORE THAN THREE HIGH. SECURE LOADS AGAINST SHIFTING DURING TRANSPORTATION. USE ONLY AN APPROPRIATE TOOL TO OPEN CONTAINERS.

SAFE STORAGE CONDITIONS: STORE IN COOL, WELL-VENTILATED AREA. MAINTAIN TEMPERATURE BETWEEN 40°F AND 110°F. AVOID EXPOSURE TO DIRECT SUNLIGHT, HEAT OR FLAME. INSPECT CONTAINERS FOR LEAKS PERIODICALLY. ROTATE STOCK, USE OLDER MATERIAL FIRST.

INCOMPATIBILITIES: DO NOT HANDLE OR STORE NEAR WATER-REACTIVE MATERIALS, STRONG OXIDIZERS, ACIDS OR ALKALIS.

# SAFETY DATA SHEET

FORM A: COATINGS WITH NO REPORTABLE HAZARDOUS INGREDIENTS

SDS DATE: 03/30/2023

## SECTION 8: EXPOSURE CONTROLS / PERSONAL PROTECTION

HAZARDOUS INGREDIENTS	CAS NUMBER	%WT	ACGIH	OSHA EXPOSURE LIMITS			VAPOR PRESS mmHg @ TEMP
			TLV/TWA PPM	TWA PPM	MG/M <sup>3</sup>	STEL PPM	MG/M <sup>3</sup>

NO REPORTABLE HAZARDOUS INGREDIENTS.

ENGINEERING CONTROLS:	USE SIGNS OR BARRIERS TO RESTRICT ACCESS TO PAINTING WORK AREA.
VENTILATION :	NORMAL AIR CIRCULATION SHOULD BE SUFFICIENT; OTHERWISE, USE PORTABLE FANS. ENSURE ADEQUATE VENTILATION DURING APPLICATION, DRYING AND CURING OF PAINT.
RESPIRATORY PROTECTION:	FOR SPRAY APPLICATION, USE A NIOSH-APPROVED PARTICULATE FILTER MASK (RATED N95 OR HIGHER) TO AVOID BREATHING SPRAY MIST. EXPOSED PERSONS WITH ALLERGIES OR ASTHMA MAY NEED AN ORGANIC VAPOR/PARTICULATE RESPIRATOR (NIOSH/MSHA TC 23C OR EQUIVALENT).  WHEN SANDING, SCRAPING, OR ENGAGING IN ANY ACTIVITY THAT GENERATES AIRBORNE NUISANCE DUST, WEAR A NIOSH-APPROVED PARTICULATE FILTER MASK (RATED N95 OR HIGHER) TO AVOID BREATHING DUST. FINISH CLEANUP BY WATER-WASHING ALL SURFACES TO REMOVE DUST RESIDUE.
EYE PROTECTION:	USE SAFETY GLASSES, GOGGLES, OR FACE SHIELD TO PROTECT EYES.
SKIN PROTECTION:	USE WATERPROOF GLOVES (LATEX, VINYL, RUBBER, OR NEOPRENE) TO AVOID SKIN CONTACT.
OTHER PROTECTIVE CLOTHING OR EQUIPMENT:	WATERPROOF HEADCOVERING AND GENERAL PROTECTIVE CLOTHING ARE RECOMMENDED FOR PROTECTION AS NECESSARY.
WORK HYGIENIC PRACTICES:	WASH HANDS AND FACE BEFORE EATING OR DRINKING.

## SECTION 9: PHYSICAL AND CHEMICAL PROPERTIES

APPEARANCE:	OPAQUE LIQUID DISPERSION	VAPOR PRESSURE:	SAME AS WATER VAPOR	
ODOR:	VERY MILD ODOR	VAPOR DENSITY:	SAME AS WATER VAPOR	
ODOR THRESHOLD:	(NO INFORMATION AVAILABLE)	SPECIFIC GRAVITY:	~1.4 (H <sub>2</sub> O = 1)	
pH AS SUPPLIED:	~8.5	SOLUBILITY IN WATER:	PARTLY SOLUBLE	
FREEZING POINT:	0° C / 32° F	PARTITION COEFFICIENT:	(NO INFORMATION AVAILABLE)	
BOILING POINT:	100° C / 212° F	AUTO-IGNITION TEMP:	(NOT APPLICABLE)	
FLASH POINT:	(NOT APPLICABLE)	DECOMPOSITION TEMP:	(NO INFORMATION AVAILABLE)	
EVAPORATION RATE:	SAME AS WATER	VISCOSITY:	85 – 115 KU	
FLAMMABILITY:	(NOT APPLICABLE)	PERCENT SOLIDS:	BY VOL: ~35%	BY WT: ~50%
UPPER EXPLOSIVE LIMIT:	(NOT APPLICABLE)	PERCENT VOLATILE:	BY VOL: ~65%	BY WT: ~50%
LOWER EXPLOSIVE LIMIT:	(NOT APPLICABLE)			

# SAFETY DATA SHEET

FORM A: COATINGS WITH NO REPORTABLE HAZARDOUS INGREDIENTS

SDS DATE: 03/30/2023

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## SECTION 10: STABILITY AND REACTIVITY

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REACTIVITY: REACTIVITY NOT KNOWN TO OCCUR UNDER NORMAL CONDITIONS.

CHEMICAL STABILITY: STABLE UNDER NORMAL CONDITIONS.

POSSIBILITY OF HAZARDOUS REACTIONS: POLYMERIZATION WILL NOT OCCUR.

CONDITIONS TO AVOID: AVOID STORAGE AT TEMPERATURES BELOW 40° F OR ABOVE 110° F.

INCOMPATIBLE MATERIALS: AVOID WATER-REACTIVE MATERIALS, STRONG OXIDIZERS, ACIDS AND ALKALIS.

HAZARDOUS DECOMPOSITION PRODUCTS: COMBUSTION CAN PRODUCE CARBON MONOXIDE AND/OR CARBON DIOXIDE.

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## SECTION 11: TOXICOLOGICAL INFORMATION

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LIKELY ROUTES OF EXPOSURE: INHALATION, INGESTION, EYE AND SKIN CONTACT

SYMPTOMS OF OVEREXPOSURE: MAY CAUSE MILD IRRITATION TO SKIN AND EYES, GASTROINTESTINAL AND RESPIRATORY TRACTS. SLIGHT DIZZINESS, NAUSEA AND HEADACHE POSSIBLE.

DELAYED OR CHRONIC EFFECTS: AVAILABLE INFORMATION PROVIDES NO EVIDENCE OF DELAYED OR CHRONIC HEALTH EFFECTS ASSOCIATED WITH EXPOSURE TO THIS PRODUCT DURING NORMAL USE WITH RECOMMENDED PERSONAL PROTECTION AS NEEDED.

NUMERICAL MEASURES OF TOXICITY: (NO INFORMATION AVAILABLE)

CARCINOGENICITY (WHOLE PRODUCT): ACGIH? NO. IARC? NO. NIOSH? NO. NTP? NO. OSHA? NO.

HAZARDOUS BY-PRODUCTS: SPRAY APPLICATION OF THIS PRODUCT CAN GENERATE SPRAY MIST, WHICH MAY BE HARMFUL IF INHALED. RESPIRATORY IRRITATION AND SHORTNESS OF BREATH POSSIBLE. RISK DEPENDS ON LEVEL AND DURATION OF EXPOSURE.

SANDING, SCRAPING, OR OTHERWISE DISTURBING THE DRY FILM OF THIS PRODUCT CAN GENERATE AIRBORNE NUISANCE DUST, WHICH MAY BE HARMFUL IF INHALED. RESPIRATORY IRRITATION AND SHORTNESS OF BREATH POSSIBLE. RISK DEPENDS ON LEVEL AND DURATION OF EXPOSURE.

SEE SECTION 8 (EXPOSURE CONTROLS / PERSONAL PROTECTION) FOR INFORMATION ON RESPIRATORY PROTECTION WHEN SPRAYING OR SANDING.

**NOTE:** SPRAY MIST OR SANDING DUST MAY CONTAIN TITANIUM DIOXIDE PIGMENT PARTICLES BOUND IN THE RESINOUS MATRIX OF (1) PAINT DROPLETS THAT MAKE UP SPRAY MIST OR (2) PAINT FRAGMENTS THAT MAKE UP SANDING DUST. TITANIUM DIOXIDE, IN THE FORM OF AIRBORNE, UNBOUND PARTICLES OF RESPIRABLE SIZE, HAS BEEN CLASSIFIED BY IARC AS GROUP 2B: POSSIBLY CARCINOGENIC TO HUMANS, BASED ON TWO LABORATORY WHITE RAT INHALATION EXPOSURE STUDIES, IN WHICH LUNG OVERLOAD CONDITIONS RESULTED IN TUMOR FORMATION. THE IARC MONOGRAPH ON TITANIUM DIOXIDE, HOWEVER, STATES AT THE CONCLUSION OF ITS SUMMARY CHAPTER: "NO SIGNIFICANT EXPOSURE TO PRIMARY PARTICLES OF TITANIUM DIOXIDE IS THOUGHT TO OCCUR DURING THE USE OF PRODUCTS IN WHICH TITANIUM DIOXIDE IS BOUND TO OTHER MATERIALS, SUCH AS IN PAINTS." ALSO, MULTIPLE EPIDEMIOLOGICAL STUDIES OF TITANIUM DIOXIDE PRODUCTION WORKERS WITH LONG-TERM OCCUPATIONAL EXPOSURE TO AIRBORNE TITANIUM DIOXIDE DUST FOUND NO RELIABLE CORRELATION BETWEEN EXPOSURE AND INCIDENCE OF LUNG CANCER OR OTHER CHRONIC LUNG DISEASES. SCIENTISTS AT MAJOR SUPPLIERS OF TITANIUM DIOXIDE PIGMENT TO DUNN-EDWARDS HAVE EACH PERFORMED AN INDEPENDENT GHS HAZARD CLASSIFICATION OF TITANIUM DIOXIDE PIGMENT AND EACH CONCLUDED THAT TITANIUM DIOXIDE PIGMENT IS "NOT A HAZARDOUS SUBSTANCE OR MIXTURE," BASED ON THE WEIGHT OF SCIENTIFIC EVIDENCE.

SPRAY MIST OR SANDING DUST MAY ALSO CONTAIN QUARTZ AND/OR CRISTOBALITE PARTICLES BOUND IN THE RESINOUS MATRIX OF (1) PAINT DROPLETS THAT MAKE UP SPRAY MIST OR (2) PAINT FRAGMENTS THAT MAKE UP SANDING DUST. QUARTZ AND CRISTOBALITE ARE TWO VARIETIES OF CRYSTALLINE SILICA, WHICH, IN THE FORM OF AIRBORNE, UNBOUND ("FREE") PARTICLES OF RESPIRABLE SIZE, HAS BEEN CLASSIFIED BY IARC AS GROUP 1: CARCINOGENIC TO HUMANS, BASED ON EVIDENCE THAT LONG-TERM OCCUPATIONAL EXPOSURE TO FREE CRYSTALLINE SILICA DUST CAN CAUSE SILICOSIS, A CHRONIC LUNG DISEASE THAT MAY PROGRESS TO LUNG CANCER. EXPOSURE TO FREE CRYSTALLINE SILICA DUST COMMONLY OCCURS IN WORK WITH ROCK, STONE, GRAVEL, SAND, SOIL, CONCRETE, AND MASONRY.

# SAFETY DATA SHEET

FORM A: COATINGS WITH NO REPORTABLE HAZARDOUS INGREDIENTS

SDS DATE: 03/30/2023

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## SECTION 12: ECOLOGICAL INFORMATION

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ECOLOGICAL INFORMATION: (NO INFORMATION AVAILABLE)

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## SECTION 13: DISPOSAL CONSIDERATIONS

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WASTE DISPOSAL METHOD: COLLECT SPILLED MATERIAL, USED ABSORBENT MATERIAL AND WIPES INTO A SUITABLE CONTAINER AND DISPOSE IN ACCORDANCE WITH ALL APPLICABLE LOCAL, STATE, AND FEDERAL REGULATIONS. DRY, EMPTY CONTAINERS MAY BE RECYCLED OR DISPOSED OF AS ORDINARY TRASH.

RCRA HAZARD CLASS: NON-HAZARDOUS

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## SECTION 14: TRANSPORT INFORMATION

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THIS MATERIAL IS NOT SUBJECT TO DOT, IATA/ICAO, OR IMO/IMDG TRANSPORTATION REGULATIONS. ACCEPTABLE FOR AIR TRANSPORT AS NON-HAZARDOUS GOODS.

UN NUMBER: (NOT APPLICABLE) UN PROPER SHIPPING NAME: (NOT APPLICABLE)

TRANSPORT HAZARD CLASS: (NOT APPLICABLE) PACKING GROUP: (NOT APPLICABLE)

ENVIRONMENTAL HAZARDS: (NOT APPLICABLE) TRANSPORT IN BULK: (NOT APPLICABLE)

SPECIAL PRECAUTIONS: FOLLOW RECOMMENDED PROCEDURES FOR SAFE HANDLING AND STORAGE.

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## SECTION 15: REGULATORY INFORMATION

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U.S. FEDERAL REGULATIONS:

TSCA: ALL COMPONENTS ARE LISTED IN TSCA INVENTORY OR EXEMPT.

CERCLA: NOT LISTED AS A HAZARDOUS SUBSTANCE.

SARA TITLE III: NOT LISTED AS A HAZARDOUS SUBSTANCE.

311/312 HAZARD CATEGORIES: (NOT APPLICABLE)

313 REPORTABLE INGREDIENTS: (NOT APPLICABLE)

STATE REGULATIONS: CALIFORNIA PROPOSITION 65 NOTICE:

 **WARNING:** CANCER AND REPRODUCTIVE HARM – [WWW.P65WARNINGS.CA.GOV](http://WWW.P65WARNINGS.CA.GOV)

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## SECTION 16: OTHER INFORMATION

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DATE OF PREPARATION: JUNE 23,, 2023

PREPARER INFORMATION: DUNN-EDWARDS CORPORATION  
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