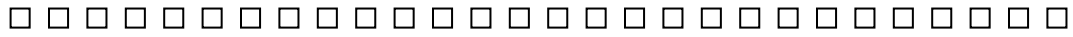


Project Manual



New Metal Building @
Fairfax School District
for:

Fairfax School District

Project #
**2023-
2314**

Set #



Fairfax School District
1500 S Fairfax Road
Bakersfield, CA 93307

**REQUEST FOR PROPOSAL For:
New Warehouse Building for
Fairfax School District
RFP# 2314**

DEADLINE TO SUBMIT BID

Bidding Schedule:	Issue date of the solicitation:	04/11/2024
	Deadline for Bid RFI's due:	04/30/2024 @ 2:00pm
	Clarifications Issued by:	05/03/2024
	Proposals Due:	05/09/2024 @ 2:00pm

(RFI) must be submitted by email to:

Manuel Maldonado
jmaldonado@ordizmelby.com
Alyssa Grishaber
agrishaber@ordizmelby.com
Charlene Perry
cperry@ordizmelby.com

Use Bid Package item **19-BID QUESTION FORM** for Questions or RFI's

ANTICIPATED START DATE: 05/30/2024

Submit bids in a Sealed Envelope to:
Ordiz Melby Architects, Inc.
5500 Ming Avenue, Suite 280
Bakersfield, CA 93309
Attn: Manuel Maldonado

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01-NOTICE TO CONTRACTORS CALLING FOR BIDS

1. OWNER: Fairfax Union School District
2. PROJECT IDENTIFICATION NAME: New Metal Building
3. PROJECT LOCATION: Fairfax Union School District, 1500 S. Fairfax Road, Bakersfield, CA 93307
4. PROJECT DESCRIPTION: *[attach extra page(s) if necessary]* Refer to Request for Proposal for full description. This project is anticipated to start on approximately 05/30/2024 and have a duration of five (5) calendar months for drawing completion and County approval of plans and ten (10) calendar months for construction and delivery of buildings to site.

This project is anticipated to start on approximately 05/30/2025 **[date]** and is anticipated to have a duration of 456 calendar days for completion.

5. BID DEADLINE: Bids are due on 05/09/2024 **[date]** at 2:00 PM **[time]** or at any other date or time as set by Addendum.
6. PLACE OF BID RECEIPT: Ordiz Melby Architects: 5500 Ming Avenue, Suite 280; Bakersfield, CA 93309
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. - office.
9. SEALED BID MARKING: bidders name, project designation (RFP No. 2314.00 New Warehouse Building for Fairfax School District), and the date and time of the opening of bids in the upper left-hand corner and addressed to the Fairfax School District in the 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.
- (e) Not applicable to this project, as no alternates are requested.

11. MANDATORY JOB WALK: Meet at: N/A

Date: Time:

Location: Not applicable at this time.

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. 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

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 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 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, 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 #: New Metal Building @ Fairfax Union School District
OWNER: Fairfax 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 or correction shall be submitted to the Owner. The bidder submitting the written request 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.

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 of 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 may be appealed to the Owner. The appeal must be filed with the Owner's governing board or other governing body within two business days of the protesting bidder's receipt of the written decision of the Owner's staff.

(h) The appeal must clearly state the reasons and basis for appealing the decision of the Owner's staff, making specific reference to any portions of the material submitted with the protest required.

(i) A hearing on the appeal shall be held before the Owner's governing board or other governing body within 45 days of receipt of the appeal.

(j) The Owner's governing board or other governing body will make a decision within seven days following the hearing. The decision of the Owner's governing board or other governing body is not subject to arbitration, mediation, reconsideration, or further appeal.

(k) Submission of an appeal 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.

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 of 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. 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: New Metal Building @ Fairfax Union School District

Project #: 2314

To: _____, referred to as "OWNER."

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, or a bid containing information which is subsequently proven false, may be considered

non-responsive and may be rejected by the public agency.

K. Bidder's contractor's license is:
 [number] *[class]* *[expires]*

[DIR registration number] *[expires]*

L. Attached is Bidder's AB 1565 Prequalification Questionnaire Validation Form (if required by the Notice to Contractors Calling for Bids, paragraph 20, and the Instructions to Bidders, paragraph 36).

M. The undersigned hereby declares that all of the representations of this bid, including all documents comprising the bid package, are true and are made under penalty of the perjury laws of the State of California.

INDIVIDUAL/DBA

*Signature: _____

Print Name:

Business Address:

Date: Telephone:

PARTNERSHIP

Partnership Name:
*By: _____, Partner

Print Name:

Business Address:

Date: Telephone:

Names of Other Partners:

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: Fairfax Union School District ("OWNER")

1. Pursuant to bidding and contract requirements for the work titled:
Project Title/Bid #: New Metal Building @ Fairfax Union School District / #2314

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 #: New Metal Building @ Fairfax Union School District / #2314

OWNER: Fairfax 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-responsible.

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 #: New Metal Building @ Fairfax Union School District / #2314

OWNER: Fairfax 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 #: New Metal Building @ Fairfax Union School District / #2314

OWNER: Fairfax 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 #: New Metal Building @ Fairfax Union School District / #2314

OWNER: Fairfax 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]

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

District Project Name: New Metal Building at Fairfax Union School District
District Project Number: #2314
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.

**CERTIFICATION OF COMPLIANCE
WITH ECONOMIC SANCTIONS IN RESPONSE TO
RUSSIA’S ACTIONS IN UKRAINE
PER GOVERNOR’S EXECUTIVE ORDER N-6-22**

Per Executive Order N-6-22 (“Order”), all agencies and departments subject to the Governor’s authority are directed to review their contracts and investments for compliance with the economic sanctions imposed on Russia by the United States government and the State of California. Further, all contractors and grantees that have agreements valued at \$5 million or more with agencies/departments subject to the California Governor’s authority are directed to report to their contracting or grantor agency or department regarding their compliance with economic sanctions imposed by the U.S. government in response to Russia’s actions in Ukraine, as well as sanctions imposed under state law, if any.

1) ATTESTATION OF COMPLIANCE:

Having conducted a good faith review, I attest that _____ (agency name) is in compliance with the economic sanctions imposed by the U.S. government in response to Russia’s actions in Ukraine, as well as sanctions imposed under state law, if any.

Contractor/Provider Name (Printed):	Contract Number (s):
By (Authorized Signature):	
Printed name and title of authorized signor:	
Date of Signed Attestation of Compliance:	

2) REPORT OF ACTIONS/STEPS TAKEN:

If your contract with the Fairfax Union School District is valued at more than \$5,000,000, please attach a brief report to this notice form, on your agency letterhead describing the steps and actions, if any, you have taken in response to Russia’s actions in Ukraine and to ensure compliance with the Order.

Please note that this Certification of Compliance may be subject to disclosure under the California Public Records Act. Accordingly, please do not include any confidential information or disclosures that could pose security risks.

Fairfax School District

CONTRACTOR REGISTRATION APPLICATION

California Uniform Public Construction Cost Accounting Act

The Fairfax School District has elected to become subject to the California Uniform Public Construction Cost Accounting Procedures. The District is inviting all licensed contractors to submit information for inclusion on the District's list of qualified bidders for the **2024** calendar year.

This notice requires contractors to provide the following information:

- 1) Company name and Tax ID No.
- 2) Contact name and mailing address
- 3) Contact phone number, fax number, and email address
- 4) Type of work contractor is interested in performing
- 5) Type of work contractor is licensed to perform
- 6) Contractor's license class and number
- 7) Department of Industrial Relations (DIR) number

Company Name:		Tax ID No.
Contact Name:	Phone No.:	Fax No:
Mailing Address (Include City, State, Zip):		
Email Address :		
Type of Work:	Contractor License No.	Public Works Registration No.

Information and/or questions should be sent to:

David Mack, Director of Fiscal Services
Fairfax School District
1500 South Fairfax Road
Bakersfield, CA 93307
Phone: 661-366-7221
Fax: 661-366-1901
E-mail: dmack@fairfaxsd.us

The Fairfax School District may create a new contractors list effective January 1st of each year and may include any contractor's name it desires on the contractors list, but must include, at a minimum, all contractors who have properly provided the School District with the required information, either during the calendar year in which the list is valid or during November or December of the prior year. The list will automatically include all contractors who submitted one or more bids to the School District during the preceding year. A contractor may have their firm added to the School District's contractors list at any time by providing the required information.

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 #: New Metal Building at Fairfax Union School District / #2314

OWNER: Fairfax 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 #: New Metal Building at Fairfax Union School District / #2314

OWNER: Fairfax 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 Contact 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

Fairfax Union School District (referred to as "Owner")
New Metal Building @ Fairfax Union School District (*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 #: New Metal Building at Fairfax Union School District / #2314

OWNER: Fairfax 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 Fairfax Union School District, whose address is 1500 S. Fairfax Road, Bakersfield, CA 93307, 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

20-DRUG-FREE WORKPLACE CERTIFICATION

PROJECT TITLE/BID #: New Metal Building @ Fairfax Union School District / #2314

OWNER: Fairfax 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-BID QUESTION FORM

PROJECT TITLE: New Metal Building at Fairfax Union School District -
RFP# 2314

Date: _____

Contractor: _____

Address: _____

Question By: _____

Fax No.: _____

Phone No.: _____

QUESTION: _____

RESPONSE:

Date: _____

Answered By: _____

Answer: _____

Addendum Required: YES NO

NOTE: All questions must be received by Ordiz-Melby Architects, Inc. Attn.: Manuel Maldonado [jmaldonado@ordizmelby.com], Alyssa Grishaber [agrishaber@ordizmelby.com] and Charlene Perry [cperry@ordizmelby.com] in written form via email no later than 04/30/2024 @ 2:00pm. This will allow time to respond to the question and/or issue an addendum to all contractors addressing the question. Questions received after this date will not be acknowledged.

**SECTION 08 11 13
HOLLOW METAL DOORS AND FRAMES**

PART 1 GENERAL

1.01 SUMMARY

A. Inclusions:

1. Provisions set forth in Divisions 0 and 1;
2. Hollow metal frames;
3. Hollow metal doors;
4. Hollow metal window frames;
5. Door louvers;
6. Fire-rated openings;
7. Foam insulation sealing of metal frames;
8. Rebar doweling and grouting of HM frames to slabs;
9. Certification of installation of water-resistive barriers at associated openings
10. Submittal Preparation;
11. Clean up.

B. Related Sections:

1. Section 08 71 00: Door Hardware
2. Section 08 81 00: Glass and Glazing
3. Section 13 34 19: Metal Building Systems

1.02 REFERENCES

A. American National Standards Institute (ANSI)

1. ANSI/SDI 100, Recommended Specifications for Standard Steel Doors and Frames.
2. ANSI/SDI 119, Performance Test Procedures for Steel Door Frames and Anchors.
3. ANSI A151.1, Test Procedure and Acceptance Criteria for Physical Endurance, Steel Doors and Frames.
4. ANSI A224.1, Test Procedure and Acceptance Criteria for Prime-Painted Steel.

B. American Society for Testing and Materials (ASTM),

1. ASTM A 525, Specification for Steel Sheet, Zinc-Coated.
2. ASTM E152, Fire Tests of Door Assemblies

C. National Fire Protection Association (NFPA)

1. NFPA 80, Standard for Fire Doors and Windows.
2. NFPA 101, Life Safety Code

D. Steel Door Institute (SDI)

1. SDI 107, Hardware on Steel Doors, Reinforcement Application.

- E. California Building Code (CBC)
 - 1. Title 24
- F. Uniform Building Code (UBC)
 - 1. UBC 7-2, Fire Tests of Door Assemblies.
 - 2. UBC 7-4, Fire Tests of Window Assemblies.

1.03 SUBMITTALS

- A. Shop Drawings or Layout Drawings:
 - 1. Submit copies of shop drawings for review by Architect prior to fabrication.
 - a. Indicate door and frame elevations, sections, materials, gauges, finish, fabrication/erection details, and locations of hardware, including reference to hardware sets and vision lites and louvers.
 - b. Show cross-references to architectural drawings/details.
 - c. Provide manufacturer's product and technical data sheets.
- B. Certification of Compliance:
 - 1. Provide letter of certification that all materials comply with these Specifications.
- C. Samples:
 - 1. Submit as requested by Architect. Samples shall be returned after review.
- D. Substitutions:
 - 1. Make substitution requests in accordance with General Conditions.

1.04 QUALITY ASSURANCE

- A. Steel Door and Frame Supplier:
 - 1. Direct factory supplier who employs a Certified Door Consultant (CDC) or person with equivalent experience, available at reasonable times during course of Work, for consultation to Owner, Architect, and Contractor.
- B. Label Construction:
 - 1. A physical label or approved marking shall be affixed to the fire door or fire door frame at an authorized facility as evidence of compliance with procedures of the labeling agency.
- C. Sequencing and Scheduling:
 - 1. Deliver doors and frames to the jobsite in a timely manner so as not to delay progress of other trades.
 - 2. Issue purchase orders to suppliers so as not to interfere with normal quoted delivery times.

D. Warranty:

1. Steel doors and frames supplied with a one (1) year warranty against defects in materials and workmanship.

E. Environmental:

1. Packaging and Disposal:

- a. Package in biodegradable packs, paper or cardboard boxes. Dispose of non-biodegradable packs, plastic, Styrofoam, polystyrene, and polyurethane to a licensed or authorized collector for proper disposal. Comply with the applicable standards and laws for VOC.

PART 2 PRODUCTS

2.01 MANUFACTURERS

- A. Steelcraft Manufacturing Co., Cincinnati, Ohio;
- B. Curries Co., Mason City, Iowa;
- C. Ceco Corp., Oakbrook, Illinois;

2.02 MATERIALS

A. Steel Requirements:

1. Doors and frames manufactured of commercial quality, stretcher-leveled flatness, cold rolled steel per ASTM A366 and A568 general requirements. Internal reinforcing may be manufactured of hot rolled, pickled, and oiled steel per ASTM A569.

B. Coating Materials:

1. Primer:
 - a. Manufacturer's standard rust inhibiting primer to ANSI A224.1.

C. Doors:

1. Construction:
 - a. 16-gauge cold rolled steel.
 - b. Exterior doors and louvers shall be galvanized.
 - 1) Minimum zinc coating of 0.60 oz. / square foot (A60) per ASTM A-653.
2. Doors shall be flush with visible edge seams.
3. Out-swinging exterior doors shall be provided with top caps for protection against weather with flush-steel top.
4. Door Reinforcing:
 - a. Doors shall be mortised and adequately reinforced for all hardware per hardware manufacturer's recommendations.
 - 1) Drill and tap for mortised hardware.

- b. Reinforced internally with a 12-gauge steel reinforcement for surface closers.
- 5. Core Materials:
 - a. Non-Rated Doors:
 - 1) Kraft/Paper Honeycomb or Polystyrene at the discretion of the manufacturer.
 - a) Polyurethane and Vertical Steel Stiffeners will not be accepted.
 - b) Internal reinforcing, manufactured of hot rolled, pickled, and oiled steel per ASTM A569.
 - b. Fire-Labeled Doors with temperature rise rating:
 - 1) Mineral fiber core, temperature rating per code.
 - 6. Fire Labeled Doors:
 - a. Provide Underwriter's Laboratories factory-applied door labels when indicated on the drawings to be a part of a rated assembly.
 - 7. Provide cutouts, trims, and/or stops for glazing where indicated on the Drawings.
 - a. Glazing for doors shall be provided per Section 08 81 00 – Glass and Glazing.
 - 1) Exterior door: Exterior Door Glazing.
 - 2) Interior door: Tempered Polished Plate Glass
 - 8. Astragals: Z Type

D. Frames:

- 1. Construction:
 - a. 14-gauge cold rolled steel.
 - b. Exterior frames shall be galvanized.
 - 1) Minimum zinc coating of 0.60 oz. / square foot (A60) per ASTM A-653.
- 2. Corner Construction:
 - a. Weld full depth and face, grind smooth, and re-prime
- 3. Provide temporary shipping spreaders to help protect frames from damage during transit and handling. Remove spreaders prior to setting frame.

E. Door Glass Light Frames:

- 1. Flush with door face, Lo Pro type, as manufactured by Anemostat, fabricated of 18-gauge steel.

F. Louver Openings:

- 1. Openings shall be factory cut.
 - a. Coordinate openings with hardware cutouts.
- 2. Louver assemblies shall be rated to match the fire rating of the door on which it is being installed.
- 3. Factory-supplied, through-bolted metal louver assemblies shall be used.
- 4. Louver assemblies shall be inverted split "Y" type constructed of 18-gauge steel complete with factory-applied primer finish.

- a. Fire-rated louvers shall be Air Louvers Inc. #1900 A or equal, or Anemostat # FLDL-H
- b. Non-rated assemblies shall be Anemostat #AFDL
- c. Vents on exterior doors subject to vandalism shall be Anemostat #PLSL louver with 12 Ga. security grilles.

2.03 FABRICATION

A. Doors and frames shall be fabricated by a single source under controlled factory conditions for uniform quality and appearance.

B. Doors:

- 1. Classification:
 - a. SDI
 - 1) GRADE LEVEL
 - a) III
 - 2) MODEL
 - a) 2
 - 3) GAUGE
 - a) 16
 - 4) DESCRIPTION
 - a) Extra Heavy Duty, Full Flush
 - 5) CYCLES
 - a) 1,000,000
- 2. Vertical Lock Edges:
 - a. Beveled 1/8 inch in 2 inches.
 - b. Manufacturer's standard interlocking and glued edge.
- 3. Top and Bottom Channels:
 - a. Not less than 16-gauge, flush or inverted.
 - b. Welded to the face sheets.
 - c. Exterior doors:
 - 1) Flush steel top channel.

C. Frames:

- 1. Corner Construction:
 - a. Weld full depth and face, grind smooth, and re-prime.
- 2. Provide temporary shipping spreaders to help protect frames from damage during transit and handling. Remove spreaders prior to setting frame.

D. Frame Anchors:

- 1. Walk door attachment to Metal Building:
 - a. 12 gauge Galvanized
 - b. Adjustable L-shaped girt clips at top and intermediate girts.
- 2. Floor Anchor:
 - a. Angle Clip Type:

- 1) 16 gauge.
 - 2) Two fasteners per jamb.
 - 3) Weld to bottom of each jamb.
 - 4) Grouted rebar pins to concrete at base.
3. Preparation for Hardware:
1. Prepare frames to receive mortise-type hardware and hinges, locks, latches, or other hardware.
 2. Verify hardware requirements with Section 08 71 00 Door Hardware.
 3. Reinforce per SDI 107.
 4. Lock and closer reinforcement shall be box-type.
 5. Door hinge reinforcement:
 - a. 7 gauge or equivalent, manufacturer's standard.
 6. Punch strike jambs to receive three silencers; double-leaf frames to receive manufacturer's standard preparation.
 7. Hardware locations per "Recommended Locations for Builders' Hardware for Standard Steel Doors and Frames".
 8. Provide welded-in-place guards for all hardware cutouts in frame.

2.04 FINISH

- A. Doors shall be thoroughly cleaned, phosphatized, and receive one coat of baked-on primer. Primer shall meet the requirements of ANSI A 224.1.
- B. Frames shall receive one (1) shop coat of air-dried, light gray, zinc chromate, rust-inhibitive primer before shipment.

PART 3 EXECUTION

3.01 SETTING FRAMES

- A. Verify all water-resistive barriers, flexible flashings, etc. are properly installed with proper watershed lapping prior to starting installation of frames.
- B. Set frames in accordance with SDI 105.
- C. Set welded frames in place prior to construction of adjacent partition work. Properly brace frame until permanent anchors are set.
- D. Install fire-rated frames in accordance with NFPA 80.

3.02 DOOR INSTALLATION

- A. Clearances:
 1. 1/8 inch between door and frame at head and jambs.
 2. 1/8 inch at meeting edges of pairs.
 3. 1/8 inch at transom panels, without transom bar.

4. 3/4 inch above finish floor at sills without threshold.
5. 1/4 inch at sill with threshold.

3.03 DELIVERY, STORAGE, AND HANDLING

A. Delivery:

1. Coordinate delivery to the appropriate locations (shop or field) for installation.

B. Storage of Doors:

1. Doors shall be stored in an upright position under cover. Place the units on at least 4" (101.6 mm) wood sills on floors in a manner that will prevent rust and damage. Do not use non-vented plastic or canvas shelters which create a humidity chamber and promote rusting. If the corrugated wrapper on the door becomes wet, or moisture appears, remove the wrapper immediately. Provide a 1/4" (6.35 mm) space between the doors to promote air circulation.

C. Storage of Frames:

1. Frames shall be stored under cover on 4" (101.6 mm) wood sills on floors in a manner that will prevent rust and damage. Do not use non-vented plastic or canvas shelters, which create a humidity chamber and promote rusting. Assembled frames shall be stored in a vertical position, five units maximum in a stack. Provide a 1/4" (6.35 mm) space between frames to promote air circulation.

D. Damage:

1. Inspect delivered items for damage. Minor damage may be repaired, provided repaired items are equal to new Work and accepted by the Architect. Provide new items when directed. Comply with VOC regulations when repairing damage.

3.04 SEQUENCING AND SCHEDULING

- #### **A. Deliver doors and frames to the jobsite in a timely manner so as not to delay progress of other trades.**

- #### **B. Issue purchase orders to suppliers so as not to interfere with normal quoted delivery times.**

3.05 QUALITY CONTROL

- #### **A. Exposed welds shall be ground smooth.**

- #### **B. Primer shall be applied after welding and grinding.**

3.06 PROTECTION, ADJUSTMENT, AND CLEANING

- A. Protect work as necessary until completion and acceptance of building.
- B. Remove dirt and excess sealants, mortar, or glazing compounds from exposed surfaces.
- C. Adjust moving parts for smooth operation. Use shims as required.
- D. Fill dents, holes, etc. with metal filler and sand smooth and flush with adjacent surfaces. Paint to match adjacent surface.

3.07 CONDITION OF FINISHED WORK

- A. Heads and sills of the same height shall line up with each other.
- B. Doors and frames shall be set true and plumb.
- C. No sandpaper marks, hammer marks, or blemishes will be allowed.
- D. Space around doors shall be uniform on both sides and top.

END OF SECTION

**SECTION 08 33 23
OVERHEAD COILING SERVICE DOORS**

PART 1 GENERAL

1.01 SUMMARY

- A. Inclusions:
 - 1. Provisions set forth in Divisions 0 and 1;
 - 2. Supply and installation of un-insulated overhead coiling doors;
 - 3. Submittal preparation;
 - 4. Clean up.

1.02 SUBMITTALS

- A. Product or Material Data:
 - 1. Submit copies of product evaluation literature.
- B. Shop Drawings of Layout Drawings:
 - 1. Submit copies of shop drawings for review by Architect.
- C. Close-out Submittals:
 - 1. Submit completed warranty certificates.
 - 2. Submit manufacturer's operation and maintenance instructions per General Conditions.

1.03 QUALITY ASSURANCE

- A. Manufacturer:
 - 1. Coiling doors shall be manufactured by a firm with a minimum of five years of experience in the fabrication and installation of coiling doors.
- B. Qualifications:
 - 1. Installation shall be performed by an authorized representative of the manufacturer.

PART 2 PRODUCTS

2.01 MANUFACTURERS

- A. Overhead Door Corporation.
- B. Cookson Rolling Doors.
- C. Or approved equal.

2.02 MATERIALS

A. Quality Standard:

1. Series 625 Service Door by Overhead Door Corporation

B. Curtain:

1. Factory roll-formed interlocking slats. Endlocks shall be attached to each end of alternate slats to prevent lateral movement.
 - a. Flat-profile type, F-265i
 - b. Front Slat: 24-gauge minimum galvanized steel.
 - c. Back Slat: 24-gauge minimum galvanized steel.
 - d. Slat cavity filled with CFC-free foamed in place, polyurethane insulation.
 - 1) R-Value: 7.7, U-Value: 0.13
 - 2) Sound Rating: STC-21

C. Performance:

1. U-factor: 0.91 NFRC test report, maximum U-factor of no higher than 1.00.
2. Air Infiltration: Meets ASHRAE 90.1 & IECC 2012/2015 C402.4.3 Air leakage <1.00 cfm/ft².

D. Finish:

1. Slats and hood shall be galvanized steel in accordance with ASTM A 653 and receive rust-inhibitive, roll-coating process, including 0.2 mills thick baked-on prime paint and 0.6 mills thick baked-on powder coated topcoat. Non-galvanized exposed ferrous surfaces shall receive one coat of rust-inhibitive primer.
 - a. Powder coating finish in color as selected by Architect from manufacturer's standard colors.

E. Windload Design:

1. 20 pounds per square foot.

F. Weatherseals:

1. Vinyl bottom seal, exterior guide and internal hood seals.

G. Bottom Bar:

1. Two galvanized steel angles minimum thickness 1/8 inch bolted back to back to reinforce curtain in the guides.

H. Guides:

1. Three structural steel angles.

I. Brackets:

1. Galvanized steel to support counterbalance, curtain, and hood.

- J. Counterbalance:
 - 1. Helical torsion spring type.
 - a. Counterbalance shall be housed in a steel tube or pipe barrel, supporting the curtain with deflection limited to 0.03 inch per foot of span.
 - b. Counterbalance shall be adjustable by means of an adjusting tension wheel.
- K. Hood: Provide with internal hood baffle weather seal.
 - 1. 24-gauge minimum galvanized steel with intermediate supports as required.
- L. Operation:
 - 1. Electric Motor Operation:
 - a. Provide UL-listed electric operator, size as recommended by manufacturer to move door in either direction at not less than 2/3 foot or more than 1 foot per second.
 - 1) Sensing Edge Protection:
 - a) Electric sensing edge.
 - 2) Operator Controls:
 - a) Push-button operated control stations with open, close and stop buttons for surface mounting, for interior location.
 - b) Controls for interior location.
 - c) Controls surface mounted.
 - 3) Motor Voltage: 115/230 single phase, 60 hz.
- M. Operation: Design door assembly, including operator, to operate for not less than 20,000 cycles.
- N. Locking:
 - 1. Interior bottom bar slide bolts.
 - a. Interior slide bolt lock for electric operation with interlock switch.
- O. Wall-Mounting Condition:
 - 1. Face-of-wall mounting.

2.03 ACCESSORIES OR HARDWARE

- A. Accessories, as required by manufacturer, for a proper installation and operation.

PART 3 EXECUTION

3.01 PREPARATION

- A. Take field dimensions and examine conditions of substrates, supports, and other conditions affecting this work.

B. Beginning installation of this work indicates an acceptance of existing conditions.

3.02 INSTALLATION

A. Installation shall comply with manufacturer's written instructions.

B. Door Frames:

1. Set plumb, level, true, and square.
2. Joints to be tight.
3. Caulk to walls.

3.03 CONDITION OF FINISHED WORK

A. Test coiling doors for proper operation and adjust as necessary to provide proper operation without binding or distortion.

B. Space around doors shall be uniform on both sides and top.

C. Unit shall be free of defects or visible scratches.

D. Clean exposed surfaces using non-abrasive material and methods recommended by manufacturer of material or product being cleaned.

END OF SECTION

SECTION 08 41 13
STOREFRONT AND ENTRANCE DOORS

PART 1 GENERAL INFORMATION

1.01 SUMMARY

A. Inclusions:

1. Provisions set forth in Divisions 0 and 1;
2. Aluminum storefront, related sections, aluminum column covers, and aluminum entrance doors;
3. Furnishing, fabrication, delivery, and installation of materials for the work of this Section;
 - a. Aluminum tubes, channels, plates, reinforcing, and fasteners for storefront work and entrance doors.
 - b. Storefront sash, division and corner bars, sill and jamb trim, bulkheads, aluminum frame sections, and brake metal;
4. Finish hardware for entrance doors under this Section;
5. Caulking in connection with this work;
6. Preparation of submittals including shop drawings and structural calculations;
7. Clean up.

B. Related Sections:

1. Section 08 71 00: Door Hardware
2. Section 08 81 00: Glass and Glazing

1.02 SUBMITTALS

A. Shop Drawings or Layout Drawings:

1. Submit copies of drawings of installation details for storefront and entrance units to Architect for approval.

PART 2 PRODUCTS

2.01 MANUFACTURERS

- A. Kawneer;
- B. US Aluminum Corp.;
- C. Or equal.

2.02 MATERIALS

A. Storefront and Components:

1. Quality Standard:
 - a. Kawneer Trifab VG 451T (1" glazing).
 - 1) 2" x 4-1/2" nominal dimension;
 - 2) Thermal break;

- 3) Center Glazed;
 - (a) Front, Back or Multi-Plane Glazed when indicated on Drawings.
- 2. Aluminum:
 - a. Material Standard: Extruded Aluminum, ASTM B 221; 6063-T5 alloy and temper.
 - b. Member Wall Thickness: Each framing member shall provide structural strength to meet specified performance requirements.
 - c. Tolerances: Reference to tolerances for wall thickness and other cross-sectional dimensions of storefront members are nominal, and in compliance with AA Aluminum Standards and Data.
- B. Entrances and Components:
 - 1. Quality Standard:
 - a. Kawneer Insulclad 560 Swing Door:
 - 1) Wide stile;
 - 2) 2-1/4" depth;
 - 2. Aluminum:
 - a. Material Standard: ASTM B 221; 6063-T5 alloy and temper.
 - b. The door stile and rail face dimensions of the entrance door will be as follows:
 - 1) Vertical Stile: 5-9/16"
 - 2) Top Rail: 5-9/16"
 - 3) Bottom Rail: 10"
 - c. Major portions of the door members to be 0.125" nominal in thickness and glazing molding to be 0.05" thick.
 - d. Tolerances: Reference to tolerances for wall thickness and other cross-sectional dimensions of entrance members are nominal, and in compliance with Aluminum Standards and Data, published by The Aluminum Association.
 - 3. Glazing gaskets shall be either EPDM elastomeric extrusions or a thermoplastic elastomer.
 - 4. Provide adjustable glass jacks to help center the glass in the door opening.
- C. Brake metal shall be .050 thickness, 6063-T5 aluminum alloy, anodized to match storefront materials, unless noted otherwise.
- D. Glazing:
 - 1. Glazing for storefront and entrance doors shall be provided per Section 08 80 00 – Glass and Glazing.
 - a. Storefront: Double Pane Glazing.
 - b. Entrance doors: Exterior Door Glazing.

2.03 ACCESSORIES OR HARDWARE

- A. Storefront and Components:
 - 1. Fasteners: Where exposed, shall be Stainless Steel.

2. Gaskets: Glazing gaskets shall be extruded EPDM rubber.
3. Perimeter Anchors: Aluminum. When steel anchors are used, provide insulation between steel material and aluminum material to prevent galvanic action.
4. Thermal Barrier:
 - a. Thermal break with a 1/4" separation consisting of a two-part chemically curing, high density polyurethane that is mechanically and adhesively joined to aluminum storefront sections.
 - 1) Thermal Break shall be designed in accordance with American Architectural Manufacturers Association (AAMA) TIR-A8, and tested in accordance with AAMA 505.
 - 2) Fenestration assembly shall have a maximum U-value of 0.55.

B. Entrances and Components:

1. Fasteners: Where exposed, shall be aluminum, stainless steel, or plated steel.
2. Perimeter Anchors: Aluminum. When steel anchors are used, provide insulation between steel material and aluminum material to prevent galvanic action.
3. Entrance Hardware:
 - a. Furnish and install hardware per Section 08 71 00 – Finish Hardware. Manufacturer's standard hardware shall be used as follows when not specified under Finish Hardware.
 - 1) Weather-stripping:
 - (a) Meeting stiles on pairs of doors shall be equipped with an adjustable astragal utilizing wool pile with polymeric fin.
 - (b) The door weathering on a single acting offset pivot or butted door and frame (single or pairs) shall be comprised of a thermoplastic elastomer weathering on a tubular shape with a semi-rigid polymeric backing.
 - 2) Sill Sweep Strips: EPDM blade gasket sweep strip in an aluminum extrusion applied to the interior exposed surface of the bottom rail with concealed fasteners.
 - 3) Threshold: Extruded aluminum, one piece per door opening with ribbed surface.

2.04 FABRICATION

A. Storefront System Fabrication:

1. Fabricate components per manufacturer's installation instructions, and with minimum clearances and shim spacing around perimeter of assembly, yet enabling installation and dynamic movement of perimeter seal.
2. Accurately fit and secure joints and corners. Make joints flush, hairline, and weatherproof.

3. Prepare components to receive anchor devices. Fabricate anchors.
 4. Arrange fasteners and attachments to conceal from view.
- B. Entrance System Fabrication:
1. Door corner construction shall consist of mechanical clip fastening, SIGMA- deep penetration plug welds and 1-1/8" long fillet welds inside and outside of all four corners. Glazing stops shall be hook-in type with EPDM glazing gaskets reinforced with non-stretchable cord.
 2. Accurately fit and secure joints and corners. Make joints hairline in appearance.
 3. Prepare components with internal reinforcement for door hardware.
 4. Arrange fasteners and attachments to conceal from view.

2.05 FINISH

- A. Exposed aluminum shall be given an Architectural Class II clear anodized finish
1. Dark Bronze anodized finish, unless otherwise noted.
 2. Minimum coating thickness 0.0007".
- B. Ferrous metal work shall be given a coat of Rust-Oleum #1386 gray primer.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify all required backing and blocking prior to enclosing framing.
- B. Verify framing or surfaces are acceptable prior to installing finish materials.
1. Preparatory work is complete.
 2. Subsurface is plumb, straight, and true.
 3. Surface is securely fastened to structure.
 4. Verify all water-resistive barriers, flexible flashings, etc. are properly installed with proper watershed lapping prior to starting installation of frames.

3.02 INSTALLATION OR APPLICATION

- A. Storefront System:
1. Fabricate setting blocks and spacer shims from neoprene or treated hardwood.
 - a. Material used for blocks and spacers must be compatible with type of compounds and sealant used and shall not cause staining or discoloration of the sealant or the frame.
 2. Install storefront systems plumb, level, and true-to-line, without warp or rack of frames with manufacturer's prescribed tolerances and installation instructions. Provide support and anchor in place.
 - a. Installation shall be designed to allow for natural expansion and contraction of glass and to counteract shocks and

vibrations.

- b. Dissimilar Materials: Provide separation of aluminum materials from sources of corrosion or electrolytic action contact points.
- c. Weathertight Construction: Install sill members and other members in a bed of sealant or with joint filler or gaskets, to provide weathertight construction. Coordinate installation with wall flashings and other components of construction.
 - 1) Refer to Section 07 92 00 – Joint Sealants for installation requirements.
 - 2) Seal joints between metal.
- 3. Glass: Refer to Section 08 81 00 – Glass
 - a. Reference: ANSI Z97.1, CPSC 16 CFR 1201, and Glass Association of North America (GANA) Glazing Manual.
 - b. Clean the sealing surfaces at perimeter of glass and sealing surfaces.
 - 1) Use only approved solvents and cleaning agents recommended by the compound manufacturer.
 - c. Center glass in glazing rabbet to maintain recommended clearances at perimeter on all four sides.

B. Entrance System:

- 1. General: Install entrance system in accordance with manufacturer's instructions and AAMA storefront and entrance guide specifications manual.
 - a. Attach to structure to permit sufficient adjustment to accommodate construction tolerances and other irregularities.
 - b. Provide alignment attachments and shims to permanently fasten system to building structure.
 - c. Align assembly plumb and level, free of warp and twist. Maintain assembly dimensional tolerances aligning with adjacent work.
 - d. Set thresholds in bed of mastic and secure.
 - e. Adjusting: Adjust operating hardware for smooth operation.

3.03 QUALITY CONTROL

A. Tolerances:

- 1. Gaps around and between entrance doors shall not exceed 1/8 inch.

3.04 PROTECTION OR ADJUSTMENTS

- A. Protect installed product's finish surfaces from damage during construction. Protect aluminum storefront system from damage from grinding and polishing compounds, plaster, lime, acid, cement, or other harmful contaminants.
 - 1. Damaged or discolored work shall be replaced without additional cost to the Owner.

3.05 CLEANING OR REPAIR

- A. Final Clean Up:
 - 1. Clean installed products in accordance with manufacturer's instructions.
 - a. No abrasive or caustic agents shall be used.
 - 2. Repair cracks, scratches, and other defects.
 - 3. Remove construction debris from site and legally dispose of debris.

3.06 CONDITION OF FINISHED WORK

- A. Heads and sills of the same height shall line up with each other.
- B. No sandpaper marks, hammer marks, or blemishes will be allowed.
- C. Space around doors shall be uniform on both sides and top.
- D. Work shall be level, plumb, square, at proper elevations, and in alignment with other work.
- E. Corners of doors shall be accurately joined and fitted with a flush hairline joint.

END OF SECTION

SECTION 08 62 00 UNIT SKYLIGHTS

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. Dynamic dome unit skylight with formed curb counterflashing for mounting on site-built or prefabricated roof curbs, for flat, low-slope and steep-slope roofing applications.

1.2 RELATED REQUIREMENTS

- A. Section 13 34 19 "Metal Building Systems" for pre-engineered metal building.

1.3 REFERENCE STANDARDS

- A. General: Applicable edition of references cited in this Section is current edition published on date of issue of Project specifications, unless otherwise required by building code in force.
- B. American Architectural Manufacturers Association (www.aama.net), Window & Door Manufacturers Association (www.wdma.com), Canadian Standards Association (www.csagroup.org/us/en/services)
 - 1. AAMA/WDMA/CSA 101/I.S.2/A440 - North American Fenestration Standard/ Specification for Windows, Doors, and Skylights (NAFS)
 - 2. CSA A440S1 – Canadian Supplement to AAMA/WDMA/CSA 101/I.S.2/A440
 - 3. AAMA 502 – Voluntary Specification for Field Testing of Newly Installed Fenestration Products
 - 4. AAMA 2603 – Voluntary Specification, Performance Requirements and Test Procedures for Pigmented Organic Coatings on Aluminum and Panels
- C. ASTM International: www.astm.org:
 - 1. ASTM D1003 – Standard Test Method for Haze and Luminous Transmittance of Transparent Plastics
 - 2. ASTM E108 - Standard Test Methods for Fire Tests of Roof Coverings
 - 3. ASTM E283 - Standard Test Method for Determining Rate of Air Leakage Through Exterior Windows, Curtain Walls, and Doors Under Specified Pressure Differences Across the Specimen
 - 4. ASTM E331 - Standard Test Method for Water Penetration of Exterior Windows, Skylights, Doors, and Curtain Walls by Uniform Static Air Pressure Difference

5. ASTM E408 - Standard Test Methods for Total Normal Emittance of Surfaces Using Inspection-Meter Techniques
6. ASTM E1886 - Standard Test Method for Performance of Exterior Windows, Curtain Walls, Doors, and Impact Protective Systems Impacted by Missile(s) and Exposed to Cyclic Pressure Differentials
7. ASTM E1996 - Standard Specification for Performance of Exterior Windows, Curtain Walls, Doors, and Impact Protective Systems Impacted by Windborne Debris in Hurricanes

D. National Fenestration Rating Council: www.nfrccommunity.org:

1. NFRC 100 - Procedure for Determining Fenestration Product U-factors
2. NFRC 200 - Procedure for Determining Fenestration Product Solar Heat Gain Coefficient and Visible Transmittance at Normal Incidence

E. National Fire Protection Association: www.nfpa.org:

1. NFPA 70 - National Electrical Code

1.4 COORDINATION

- A. Coordinate dimensions, locations, and details of skylight curbs with unit skylight curb flashings. Verify requirements for roofing system terminations.
- B. Coordinate unit skylight interior termination locations with structural layout, ceiling layouts, and other ceiling-mounted items.

1.5 ACTION SUBMITTALS

- A. Product Data: For unit skylights. Include standard construction details, product performance characteristics, and material descriptions, dimensions of individual components and profiles, and finishes.
 1. Include test reports of qualified independent testing agency or third party certificates verifying compliance with performance requirements.
- B. Shop Drawings: For unit skylight work. Include plans, elevations, sections, details, and connections to supporting structure and other adjoining work.
 1. Lighting photometric study indicating compliance with performance requirements in accordance with IESNA. Include layout, spacing criteria and foot-candle report.

1.6 INFORMATIONAL SUBMITTALS

- A. Warranty: Sample of special warranty.

1.7 CLOSEOUT SUBMITTALS

- A. Operation and Maintenance Data.

1.8 QUALITY ASSURANCE

- A. Manufacturer Qualifications: A qualified manufacturer listed in this Section with minimum 10 years' experience in the US manufacturing similar products in successful use on similar projects and able to provide unit skylights meeting requirements.

1. Approval of Manufacturers and Comparable Products: Submit the following in accordance with project substitution requirements, within time allowed for substitution review:
 - a. Completed and signed Substitution Request form.
 - b. Product data, including photometric data and independent test data indicating compliance with requirements.
 - c. Sample product warranty.

1.9 WARRANTY

- A. Manufacturer's Warranty: Manufacturer's standard form in which manufacturer agrees to repair or replace components of skylights that fail in materials or workmanship under normal use within specified warranty period.

1. Failures include, but are not limited to, the following:
 - a. Deterioration of metals, metal finishes, dome, and other materials beyond normal weathering.
 - b. Breakage of polycarbonate glazing.
 - c. Product leaks.
2. Warranty Period:
 - a. 15 Years: Polycarbonate dome skylights including water penetration and hail breakage for hailstones 2 inches and less in diameter. Mill finished aluminum skylight frames.
 - b. 10 Years: Yellowing of acrylic and polycarbonate skylight domes.
 - c. 5 Years: Acrylic and impact modified acrylic dome skylights, skylight model CDS with polycarbonate dome, aluminum curbs, external safety cage, internal safety screen accessory, internal security bars accessory, ventilation curb extension.
 - d. 1 Year: Steel curbs

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Basis-of-Design Product: Subject to compliance with requirements, provide products of **VELUX America LLC**
- B. Kingspan
- C. Or approved equal.
- D. Substitutions: As permitted under Instructions to Bidders.
- E. Source Limitations: Obtain unit skylights through single source from single manufacturer.

2.2 DYNAMIC DOME UNIT SKYLIGHT (Curb Mount Model CMD-2)

- A. System Description: Dynamic dome, curb mounted fixed skylight utilizing extruded aluminum frame counter-flashing with welded corners, a PVC inner frame allowing condensation drainage, structural sealant, integral double sided insulated aluminum curb and accessories, as required to meet installation and performance requirements indicated. Dynamic dome skylights shall be suitable for installation on roof pitches ranging from 0 degrees up to 60 degrees from horizontal.
 - 1. Basis of Design: **VELUX America LLC, Model CMD2 Dynamic Dome Skylight.**
- B. Dynamic Dome: Height 30% of skylight width, vacuum formed with precise repeating geometric patterns, and overall shape to maximize strength and daylight at low solar elevation angles 10 to 40 degrees. Outer dome shall be formed from smooth sheet and not prismatic in order to transmit all incident daylight through outer dome. Initial rise of the dome shall be at an angle of at least 60 degrees to horizontal in order to harvest daylight at low solar elevation angles 10 through 40 degrees. Provide polycarbonate domes with integral UV blocking cap layer that prevents long-term yellowing, and insures material strength and performance stability. Light diffusion 100%.
 - 1. Double dome:
 - a. Polycarbonate (LuxGuard) – Outer dome clear polycarbonate, 0.118 inches in thickness with UV blocking cap layer. Inner dome white prismatic polycarbonate, 0.118 inches in thickness.
- C. Aluminum Frame Counter-flashing: Maintenance-free, extruded aluminum, grade 6063-T6, 0.08 inch (2.0 mm) thick with [mill] [neutral grey powder coat]

finish. Counter-flashing frames completely welded in corners and counter flashes curb a minimum of 1.625 inches (41 mm). Provide aluminum frame with at least 0.5 inch (12 mm) continuous ledge on each side of the skylight that is a pinch free access for stacking, manual transportation and mounting of skylights.

1. Unit Sizes: 6072.

- D. 100% Thermally Broken PVC inner-frame for Condensation Drainage: Factory applied white PVC inner-frame assembly providing a thermal break weather seal and drainage for condensation. The inner-frame design allows positive condensation to the exterior of the curb without exposed drainage openings in the aluminum frame that can introduce air infiltration into the skylight. The PVC inner-frame construction consists of coextruded fins allowing for a dry installation of skylight to the curb, eliminating weather seal strips or caulking at the top of the curb.
- E. Structural Sealant: Factory applied InstantGlaze sealant, bonding the dome to the aluminum frame and suitable for external exposure.

2.3 ACCESSORIES-CURBS:

- A. Steel Curb: Curb width and length designation shall be 6072. Curb height shall be 12 inches and nominal curb thickness shall be 1.5 inches.
 - 1. Factory Insulated Curb: Factory engineered steel curb fabricated from 14 gauge galvanized steel with fully welded corners, all welds factory primed with galvanized paint, and continuous 2 inch by 2 inch nominal pressure treated wood nailer mounted to the top flange of the curb. Curb is factory insulated with 1.5 inch thick, 3 pound density fiberglass insulation. Interior liner of curb fabricated from 20 gauge steel and primed white. Curb roof mounting flange shall be a minimum of 3 inches in width. Steel insulated curb provided with integral fall protection safety screen constructed from 0.1875 inch steel mesh with a 6 inch on center grid spacing. Basis of Design: VELUX America LLC Model, CCA3.

2.4 ACCESSORIES-FALL PROTECTION AND SECURITY

- A. Interior safety screen accessory: Fall protection safety screen constructed from 0.1875 inch steel mesh with a 6 inch on center grid spacing welded to 18 gauge steel z-bar support frame continuous on each side with welded corners. Interior safety screen frame mounts to top of 1.5 inches curb with safety screen mesh located not more than 1.5 inches below top of curb. Safety screen factory are galvanized finish. Safety screen shall meet fall protection requirements by supporting a minimum static load of 400 pounds per square foot. Interior safety screen accessory width and length

designation shall be 6072. Basis of Design: VELUX America LLC, Model CRGA xxxx ICD.

2.5 PERFORMANCE REQUIREMENTS

- A. Unit Skylight Standard, Dynamic Dome model CMD2 certified to AAMA/WDMA/CSA 101/I.S.2/A440 (NAFS-17 or previous) as follows:
 - 1. Design Pressure (DP): Minimum DP = +/- 30 psf (+/- 1.44 KPa). Dome shall not invert at positive design pressure.
 - 2. Water Test Pressure: Minimum 15 psf (720 Pa) with no leakage at 5 gallons per minute spray rate.
 - 3. Air Leakage Rate: Maximum 0.061 cfm/ft² (0.3 L/s/m²)
- B. Daylighting: Provide daylighting photometric performance comparable to basis of design product at layout indicated, based upon daylighting profile of March 21, 9:00 am local time, at Project location by simulation in accordance with IESNA guidelines.
- C. Fire Testing for Roof Assemblies with Fire Classifications: Polycarbonate unit skylight tested in accordance with and listed as passing Class A Burning Brand test as described in ASTM E 108.
- D. Dome Burn Rate: Tested in accordance with ASTM D 635 with a documented rating of CC1 for LuxGuard (polycarbonate).
- E. Dome Smoke Density Rating: Testing in accordance with ASTM D 2843 with a documented performance value less than or equal to 75.
- F. Dome Self-Ignition Temperature: Tested in accordance with ASTM D 1929 with a documented performance value greater than or equal to 650 degrees Fahrenheit.
- G. Dome Hail Resistance: Exterior dome tested in accordance with Factory Mutual 4430 to meet severe hail with 2.0 inch ice balls.
- H. Energy Performance ratings for any size commercial CMD-2 curb mounted unit skylight with dynamic dome as follows:
 - 1. Thermal Transmittance: NFRC 100 maximum U-factor:
 - a. Double Dome: LuxGuard ([CMD2] P1C2): 0.65
 - 2. Solar Heat-Gain Coefficient (SHGC): NFRC 200 maximum SHGC:
 - a. Double Dome: LuxGuard ([CMD2] P1C2): 0.46

3. Visible Light Transmittance (VLT) and Percent Haze: ASTM D 1003:
 - a. Double Dome: LuxGuard ([CMD2] P1C2): VLT = 61.9%, Haze = 100%
 - I. Fall Protection Standard Compliance: 29 CFR 1910.29: Skylight dome and safety screen tested to support a minimum of 400 pounds over 1 square foot of the surface.
- 2.6 MATERIALS
- A. Mastic Sealants: Polyisobutylene; nonhardening, nonskinning, nondrying, nonmigrating sealant.
- 2.7 FINISHES
- A. Comply with NAAMM's "Metal Finishes Manual for Architectural and Metal Products" for recommendations for applying and designating finishes.
 - B. Appearance of Finished Work: Noticeable variations in same piece are not acceptable. Variations in appearance of adjoining components are acceptable if they are within the range of approved Samples and are assembled or installed to minimize contrast.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine openings, substrates, structural support, anchorage, and conditions, with Installer present, for compliance with requirements for installation tolerances and other conditions affecting performance of the Work.
- B. Proceed with unit skylight installation only after unsatisfactory conditions have been corrected.

3.2 INSTALLATION

- A. Install unit skylights in accordance with manufacturer's written instructions and approved shop drawings. Coordinate installation of units with installation of substrates, air and vapor retarders, roof insulation, roofing membrane, and flashing as required to ensure that each element of the Work performs properly and that finished installation is weather tight.
 1. Anchor unit skylights securely to supporting substrates.
 2. Install unit skylights on curbs specified in another section with tops of curbs parallel to finished roof slope.

- B. Where metal surfaces of unit skylights will contact incompatible metal or corrosive substrates, including preservative-treated wood, apply bituminous coating on concealed metal surfaces, or provide other permanent separation recommended in writing by unit skylight manufacturer.
- C. For custom flashings, install unit skylight curb counter-flashing to produce weatherproof seal with curb and overlap with roofing system termination at top of curb.

3.3 FIELD QUALITY CONTROL

- A. Work will be considered defective if it does not pass inspections.
- B. Additional testing and inspections, at Contractor's expense, will be performed to determine compliance of replaced or additional work with specified requirements.
- C. Prepare inspection reports.

3.4 CLEANING AND PROTECTION

- A. Clean exposed unit skylight surfaces according to manufacturer's written instructions. Touch up damaged metal coatings and finishes. Remove excess sealants, glazing materials, dirt, and other substances.
- B. Replace glazing that has been damaged during construction period.
- C. Protect unit skylight surfaces from contact with contaminating substances resulting from construction operations.

END OF SECTION

**SECTION 08 81 00
GLASS AND GLAZING**

PART 1 GENERAL

1.01 SUMMARY

- A. Inclusions:
 - 1. Provisions set forth in Divisions 0 and 1.
 - 2. Glass and glazing.
 - 3. All metal stop molds for fixed glass.
 - 4. Caulking in connection with this work.
 - 5. Submittal preparation.
 - 6. Clean up.

- B. Related Sections:
 - 1. Section 08 41 13: Storefront and Entrance Doors
 - 2. Section 08 71 00: Door Hardware

1.02 SUBMITTALS

- A. Product and Material Test Data:
 - 1. Submit copies of product and material test data of materials intended for use in this work to Architect for approval prior to beginning installation.

- B. Samples or Mockups:
 - 1. Upon request, submit one 4"x4" sample of materials intended for use in this work for approval by Architect.

- C. Shop Drawings:
 - 1. Submit copies of shop drawings to Architect for approval prior to beginning installation.
 - a. Include full size installation details.

- D. Certificates:
 - 1. Submit three signed certificates to Architect verifying that glass and glazing was installed per manufacturer's recommendations.

1.03 QUALITY ASSURANCE

- A. Regulatory Compliance:
 - 1. Fire-rated glass shall comply with the requirements of the California Building Code (CBC) and Division of the State Architect (DSA) including, but not limited to, the following:

Note: Fire-rated glass specified is intended to meet or exceed CBC and/or DSA requirements:

- a. CBC Section 716.6 - Fire Protection Rated Glazing:
 - 1) Fire window assemblies in rated walls shall be protected by fixed glazing listed and labeled or marked for fire protection rating complying with CBC Table 716.6.
 - b. CBC Section 716.2 - Fire Resistance Rated Glazing:
 - 1) Glazing materials in fire resistant rated wall assemblies shall be qualified by tests in accordance with ASTM E-119 or UL 263, and they shall be labeled for the required fire protection rating and installed in accordance with their listing. Glazing in fire door assemblies and in fire window assemblies subject to human impact in hazardous locations shall comply with Section 2406.2.
 - c. CBC Section 2406.1 - Human Impact Loads:
 - 1) Individual glazed areas in hazardous locations, including glazing used in fire assemblies shall pass the test requirements of CPSC 16 CFR Part 1201, or CBC Table 2406.2(2).
- B. Conformance:
- 1. Meet flatness requirements of ASTM C1048-12.
 - 2. Lock-strip gaskets shall conform to ASTM C542-05.
 - 3. Float glass shall meet ASTM C1036-11.
 - 4. Glass strength shall meet or exceed ASTM E-1300-12.
 - 5. Tempered glazing shall have a visible manufacturer's etched identification quality mark on each pane per C.B.C. Section 2406.3.

1.04 DELIVERY, STORAGE, AND HANDLING

- A. Deliver and store materials in accordance with the manufacturer's recommendations.
- B. Label each piece of glass.
 - 1. Indicate name of the manufacturer and the grade.

PART 2 PRODUCTS

2.01 MANUFACTURERS

- A. Non-Rated Glass:
 - 1. Clear, tinted, reflective, and obscured:
 - a. Vitro Architectural Glass;
 - b. Oldcastle.
 - c. Or approved equal.

- B. Fire-Rated Glass:
 - 1. Fire rated glass for rated door and window assemblies:
 - a. SAFTIFIRST
 - b. TGP;
 - c. Or approved equal.

2.02 MATERIALS

- A. Polished Plate Glass:
 - 1. 1/4" thick float, clear annealed.
- B. Tempered Polished Plate Glass:
 - 1. Conform to Fed. Spec. DD-G-451a.
- C. Glass Type 'A': Double Pane Glazing (1" insulated glazing Low E unit): Visual light transmission of 51%, Solar Heat Gain Coefficient (SHGC) of the glazing assembly shall be 0.23 or less:
 - 1. Exterior Glazing, including exterior doors:
 - a. Polished Plate Glass Vitro Clear with Solarban 90 (2) on airspace side.
 - 1) Tempered or non-tempered as indicated on Drawings.
 - 2. Air Space shall be 1/2" sealed.
 - 3. Interior Glazing:
 - a. Polished 1/4" Clear Float Plate Glass.
 - 1) Tempered or non-tempered as indicated on Drawings.
 - 4. Perimeter Seal:
 - a. Butyl primary seal on each side of metal spacer with structural adhesive grade silicone secondary seal.
 - 1) Tempered or non-tempered as indicated on Drawings.
- D. Fire-Rated Glass:
 - 1. Properties:
 - a. Surface Finish:
 - 1) Premium (polished).
 - b. Thickness: 1-1/8"
 - c. Approximate visible light transmission;
 - 1) 85 percent minimum.
 - d. Fire Rating:
 - 1) 60 minutes minimum.
 - a) Fire rating listed and tested by Intertek Testing (WHI) or Underwriters Laboratory (UL) for fire rating scheduled at opening locations in Drawings, when tested in accordance with 2016 CBC Chapter 35, ASTM E-119, ASTM 1996-14.
 - b) Positive Pressure Test:
 - (1) Glass must pass UL 10C, 2016 CBC 716.6.1, and NFPA 257 or UL 9.

- e. Impact Safety Rating: 2016 CBC 2406.2 - Table 2406.2(1) and CPSC 16CFR1202 (Category I and II).
 - f. Labeling:
 - 1) Permanently label each lite of glass with laboratory logo (WHI and/or UL), product and manufacturer's name, rating, and safety specifications. Lite frame shall not obstruct vision of the label (bug).
 - 2) Comply with 2019 CBC 2406.3.
2. Glazing Compound:
- a. Glazing Tape:
 - 1) Closed cell polyvinyl chloride (PVC) foam, coiled on release paper over adhesive on two sides, maximum water absorption by volume of 2 percent. Glass panels that exceed 1,393 sq. inches for 90-minute ratings must be glazed with fire-rated glazing tape supplied by manufacturer.
 - b. Silicone Sealant:
 - 1) One-part neutral curing silicone, medium modulus sealant, Type S; Grade NS; Class 25 with additional movement capability of 50 percent in both extension and compression (total 100 percent); Use (Exposure) NT; Uses (Substrates) G, A, and O as applicable.
 - a. Acceptable Products:
 - (1) Dow Corning 795 - Dow Corning Corp.
 - (2) Siliglaze-II 2800 - General Electric Co.
 - (3) Spectrum 2 - Tremco, Inc.
 - c. Setting Blocks:
 - 1) Hardwood; thickness of glass by 4 inches by 3/16" thick or Neoprene, EPDM, or silicone; tested for compatibility with glazing compound; of 70 to 90 Shore A hardness.
3. Cleaners, Primers, and Sealers:
- a. Type recommended by manufacturer of glass and gaskets.
- E. Exterior Door Glazing:
- 1. See Glass Type 'A' description above.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Field verify required sizes.

3.02 INSTALLATION OR APPLICATION

- A. Install caulking per manufacturer's recommendations.
- B. Immediately remove any acid or cement-containing products which may come into contact with glass or glazing.

3.03 CONDITION OF FINISHED WORK

- A.** Glass and glazing shall be free of blemishes, scratches, pits, or bubbles.
- B.** Glazing beads shall be seated properly and tightly.
- C.** Caulking shall be installed smoothly and uniformly.
- D.** Glass and glazing shall be clean, free of grease, dirt, and foreign materials, and shall be streak free.

END OF SECTION 08 81 00

SECTION 10 73 13 METAL AWNINGS

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Solid panel extruded-aluminum exterior mounted metal awnings including attachment brackets and trim.

1.2 PERFORMANCE REQUIREMENTS

- A. Design: Design awnings, including comprehensive engineering analysis by a qualified engineer, using structural performance requirements and design criteria indicated.
- B. Structural Performance: Awnings shall withstand the effects of gravity loads and the following loads and stresses within limits and under conditions indicated without permanent deformation of awning components and mounting brackets, or permanent damage to fasteners and anchors.
 - 1. Wind Loads: Determine loads based on a uniform pressure of 30 lb./sq. ft. (1435 Pa), acting perpendicular to awning surfaces.
- C. Thermal Movements: Provide awning system that allows for thermal movements resulting from a maximum change in ambient and surface temperature as indicated without buckling, overstressing of components, failure of connections, or other detrimental effects.
 - 1. Temperature Range: 120° F (49° C) ambient and 180° F (82° C) at material surfaces.

1.3 SUBMITTALS

- A. Product Data: For each type of product indicated.
 - 1. Include technical data demonstrating mounting and fastening methods, material descriptions, construction details, dimensions of assemblies and components, appearance details, and finishes.
- B. Shop Drawings: For exterior awnings and accessories. Include plans, elevations, sections, details, and attachments to other work. Show frame profiles and blade profiles, angles, and spacing.
- C. Samples: For each type of metal finish required.

- D. Submittal: For awnings indicated to comply with structural performance requirements and design criteria.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Architectural Louvers (Basis of Design)
- B. Lawrence Fabric and Metal Structures Inc.
- C. Or approved equal.

2.2 MATERIALS

- A. Aluminum Extrusions: ASTM B 221M, Alloy 6063-T5.
- B. Aluminum Sheet: ASTM B 209M, Alloy 3003 with temper as required for forming.
- C. Fasteners: Use types and sizes to suit unit installation conditions.
 - 1. For fastening aluminum, use aluminum or stainless-steel fasteners.

2.3 FABRICATION, GENERAL

- A. Fabricate frames, including outriggers, in dimensions as indicated. Include allowances for fabrication and installation tolerances, adjoining material tolerances, and thermal movements.
- B. Join frame members to each other and to panels with threaded fasteners concealed from view.

2.4 FIXED, EXTRUDED-ALUMINUM AWNINGS

- A. Solid Panel Drainable Metal Awning
 - 1. Basis-of-Design Product: Architectural Louvers Co. (Harray, LLC); Model H8CV. Subject to compliance with requirements, provide the specified product or comparable product by one of the following:
 - a. Manufacturers of equivalent products submitted and approved in accordance with procedures outlined in the Instructions to Bidders.
 - 2. Frame Depth: 8 inches (204 mm)
 - 3. Trim Profile: Rectangular tube
 - 4. Panel Type: Interlocking ribbed extrusions
 - 5. Siding Option: Double sided (top and bottom panel)

6. Drainage: Provide perimeter and intermediate gutters of sufficient capacity to allow for proper drainage. Provide water diverters at outlets.
7. Outrigger Thickness: Not less than 0.125 inch (2.54 mm) for structural shapes, not less than 0.25 inch (6.35 mm) for flat materials.
8. Frame and Panel Nominal Thickness: Not less than 0.080 inch (2.03 mm).
9. Outrigger Support: 1 inch aluminum rod

2.5 ALUMINUM FINISHES

- A. High-Performance Organic Finish: 3-coat fluoropolymer finish complying with AAMA 2605 and containing not less than 70 percent PVDF resin by weight in color coat. Prepare, pre-treat, and apply coating to exposed metal surfaces to comply with coating and resin manufacturers' written instructions.
 1. Color and Gloss: As selected by Architect from manufacturer's full range.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Locate and mount awnings level, plumb, and at indicated alignment with adjacent work.
- B. Use fastening and mounting methods in accordance with manufacturer instructions.
- C. Use concealed anchorages where possible, with locations as directed by manufacturer instructions.
- D. Repair damaged finishes so no evidence remains of corrective work. Return items that cannot be refinished in the field to the factory and refinish entire unit or provide new units.
- E. Protect galvanized and unfinished nonferrous-metal surfaces that will be in contact with concrete, masonry, or dissimilar metals from corrosion and galvanic action by applying a heavy coating of bituminous paint.

END OF SECTION

SECTION 13 34 19
METAL BUILDING SYSTEMS

PART 1 GENERAL INFORMATION

1.01 SUMMARY

A. Inclusions:

1. Provisions set forth in Divisions 0 and 1;
2. Design, supply, fabrication, delivery, and erection of pre-engineered metal building;
3. Submittal preparation;
4. Clean up.

B. References:

1. American Institute of Steel Construction (AISC), Steel Construction Manual, latest edition.
2. American Iron and Steel Institute (AISI), Cold-Formed Steel Design Manual, latest edition.
3. American Welding Society (AWS), Structural Welding Code, latest edition.

1.02 SUBMITTALS

A. Shop Drawings or Layout Drawings:

1. Submit two (2) copies of shop drawings to the Architect for review prior to submission to Kern County Building Department.
2. Submit three (3) copies of wet signed shop drawings to the Architect submission to Kern County Building Department.

B. Samples or Mockups:

1. Submit a complete set of color selection samples of proposed materials for color selection by Architect prior to ordering materials.

1.03 QUALITY ASSURANCE

A. Qualifications:

1. Steel fabricators shall have been engaged in steel fabrication for the past 10 years; shall have ICBO approval as a steel fabricator and must be a member of the Metal Building Manufacturers Association (MBMA). Fabricators shall also have on staff a qualified Professional Engineer registered in the State of California in charge of engineering.
2. Erection shall be done by a Contractor who has a minimum of 10 years experience in the erection of pre-engineered buildings. The building shall be erected in accordance with the MBMA Code of Standard Practice.
3. Welding shall be done only by qualified welders approved by the welding inspector.

- B. Design Requirements:
1. Building Structures:
 - a. The building structure frame types shall be multi-span rigid frame (solid web) with straight or tapered sections designed in accordance with AISC Type I construction. Interior column spacing shall be as indicated on the drawings. Column bases shall be designed as pin connected.
 - b. Design of structural steel sections and welded plate members shall be based upon the applicable specifications of AISC Specifications for the Design, Fabrication and Erection of Structural Steel for Buildings, as determined by the manufacturer.
 - c. Light-gauge, cold-formed structural members and exterior coverings shall be designed based upon the applicable sections of AISI Specifications for the Design of Cold-Formed Steel Structural Members as determined by the manufacturer.
 - d. The primary and secondary structural framing as well as roof and wall covering shall be designed for all applicable loads and combinations of these loads as set forth in the latest edition of the MBMA Recommended Design Practices Manual.
 - e. Bracing in the plane of the roof and vertical wall bracing shall be round rods or angle bracing as determined by the building manufacturer. Bracing shall be located such that it does not interfere with window or door openings shown on the drawings.
 - 1) In walls where cross bracing would interfere with openings, portal frames shall be used. Portal frames shall be used in walls where shown on the drawings.
 2. Design Loads in accordance with 2022 CBC:
 - a. Live Load:
 - 1) 20 PSF with tributary reduction.
 - b. Wind Load:
 - 1) Risk Category II
 - 2) Exposure Factor: C
 - c. Seismic Load:
 - 1) Risk Category II
 - 2) Site Class: D
 - d. Collateral Load:
 - 1) 5 PSF
 - (a) Additional dead load above the dead weight of the steel structure.
 - 2) Additional point loads shown on the drawings.
 3. Deflection:
 - a. Live Load:
 - 1) Roof Purlins: Span/180

4. Connections:
 - a. Bolted moment connections shall be designed in accordance with the accepted industry standards utilizing flush plate design methods or extended plate design methods as determined by the manufacturer.
 - b. Field connections, made with high strength bolts, shall be made in accordance with the AISC Specification For Structural Joints Using ASTM A325 or A490 bolts. Recommended method of installation, "Torque" method.
5. Foundations:
 - a. Foundation loads, anchor bolt diameters, and anchor bolt patterns shall be determined by the building manufacturer. Footing sizes, anchor bolt lengths, and methods of transferring lateral and uplift forces from the anchor bolts to the concrete foundation shall be determined by the metal building contractors foundation engineer. Metal building contractors foundation engineer shall review and verify that footing sizes and methods of transferring forces of their design is coordinated with the concrete foundation shown on the drawings. Any modifications required to the concrete foundation shown on the drawings shall be submitted to the Architect with shop drawing submittal.
6. Metal Siding and Roofing:
 - a. Metal siding and roofing shall be designed for loads in accordance with applicable codes.
 - b. All metal siding and roofing shall be designed, fabricated, and erected to withstand the loading conditions without loss of weather tightness, without permanent distortion, and without damage to any part of the installation.

PART 2 PRODUCTS

2.01 MATERIALS

- A. Structural:
 1. Steel:
 - a. Structural steel shall generally conform to ASTM A529, ASTM A572, and/or ASTM A36.
 - b. Cold-formed structural steel shall generally conform to ASTM A570 or A607 and shall have a minimum yield strength of 50 KSI.
 2. Bolts:
 - a. Bolts and nuts shall conform to ASTM A325 for high strength bolts, and ASTM A307 for common bolts.
 3. Anchor Bolts:
 - a. Anchor bolts shall be designed using allowable loads for ASTM F1554, Grade 36.

B. Metal Siding and Roofing:

1. Roofing:
 - a. Roof panels shall be 24 gauge Panel Rib configuration with not less than 1-1/4 inch deep ribs, spaced not more than 12 inches on center. Panels shall be furnished up to 40 feet in length to minimize end laps. Material shall be 50 KSI minimum yield steel.
2. Siding:
 - a. Wall panels shall be 26 gauge Panel Rib configuration with not less than 1-1/4 inch deep ribs spaced not more than 12 inches on center. Panels shall be furnished up to 40 feet in length to minimize end laps. Material shall be 50 KSI minimum yield steel. Panels shall have a smooth finish.
3. Flashing and Trim:
 - a. Exposed flashing and trim shall be minimum 26 gauge and shall be of same finish as the walls. Trim colors shall be selected by Architect from manufacturer's standard colors.
4. Fasteners:
 - a. Fasteners shall be self-drilling structural fasteners for panel to secondary connections. Panel-to-panel connections shall be self-tapping screws. Wall fasteners shall have colored heads to match the colors of the material fastened.
5. Sealant, Mastics, and Closures:
 - a. Sealant, mastics, and closures shall be applied in strict accordance with manufacturer's drawings.
 - 1) Tube sealant shall be a synthetic elastomer-based material that becomes tack-free in less than 2 hours at 75 degrees F, but remains flexible. Service range shall be -30 degrees F to 160 degrees F.
 - 2) Tape mastic shall be performed butyl rubber-based compound. Service range shall be -30 degrees F to 160 degrees F.
 - 3) Panel closures shall be Ethylene-Propylene-Diene-Monomer or equivalent closed cell strips formed to match panel configuration.

2.02 FINISH

A. Roof Panels:

1. Roof panels shall be galvanized per ASTM A525, Class G90.

B. Wall Panels:

1. Wall panels shall be galvanized per ASTM A525, Class G90.

C. Panel Finish:

1. Architect shall select panel color from manufacturer's standard colors.
2. Finish shall meet the following minimum standards:
 - a. Panels shall have a high performance oven-baked acrylic primer on both surfaces.

- b. Exposed panel surface shall have a 70% minimum KYNAR fluorocarbon resin oven-baked over the primer for a total dry film thickness of not less than 1 mil.
- c. Panels shall also have oven-baked silicon polyester backer coating for a total dry film thickness of not less than 0.5 mil. Color shall be selected by Architect from standard colors.
- d. Finish shall be warranted for 20 years against chalking, fading, blistering, peeling, or cracking when exposed to normal atmospheric conditions.

2.03 INSULATION

A. Roof Insulation:

- 1. Roof insulation must provide an installed thermal value of R-30 minimum.
 - a. Insulation shall consist of 0.6 PCF density fiberglass blankets installed over purlins/joists. Blanket tabs shall be attached to each other by pull-through and staple methods. Vapor integrity is to be provided by faced fiberglass blankets. Facing is to be Polypropylene-Scrim Kraft.
- 2. Flame spread must be 25 or less, with smoke developed 50 or less per UL 723 and ASTM E84.

B. Wall Insulation:

- 1. Wall insulation must provide an installed thermal value of R-21 minimum.
 - a. Insulation shall consist of fiberglass blankets installed between the wall girt and wall sheeting. Blanket tabs shall be attached to each other by pull-through and staple methods. Vapor integrity must be provided by a laminated facing. Facing is to be Polypropylene-Scrim Kraft.
- 2. Flame spread must be 25 or less, with smoke developed 50 or less per UL 723 and ASTM E84.

2.04 ROOF VENTS

- A. Roof vents shall be 10-foot ridge vents with 9 inch or 12 inch throat as required. Vents shall be fabricated by a recognized manufacturer and shall include necessary flashing to make them weather-tight.

2.05 SKYLIGHTS

- A. For dome unit skylights refer to specification section 08 62 00 "Unit Skylights".

2.06 HOLLOW METAL DOORS

- A. Refer to specification section 08 11 13 "Hollow Metal Doors and Frames".

2.07 STOREFRONT DOORS AND WINDOWS

- A. Refer to specification section 08 41 13 "Storefront and Entrance Doors".

2.08 OVERHEAD ROLL-UP DOORS

- A. Refer to specification section 08 33 23 "Overhead Coiling Service Doors".

2.09 LOUVERS

- A. Louvers where shown on drawings shall be manufactured from 18 gauge galvanized steel
 - 1. Galvanizing shall conform to ASTM A525 coating designation G-90 with 1.25 ounces zinc coating per square foot.
- B. Finish:
 - 1. Oven-baked prime coat.
 - 2. Baked enamel finish coat.
 - 3. Architect shall select color from manufacturer's standard colors.

2.10 GUTTERS, DOWNSPOUTS, FLASHINGS AND TRIM

- A. Fabricate gutters, flashings and trims from manufacturer's standard. Color to be selected from manufacturer's standard offering.
- B. Fabricate or furnish downspouts with elbows from manufacturer's standard. Color to be selected from manufacturer's standard offering.
- D. Form flashing and trim sections in maximum possible lengths. Hem exposed edges. Allow for expansion at joints.
- E. Fabricate or furnish gutter support straps of manufacturer's standard material, design and finish.
- F. Fabricate or furnish downspout clips or support straps of manufacturer's standard material. Finish color as selected.

PART 3 EXECUTION

3.01 FABRICATION

- A. Fabrication shall be based on approved drawings in accordance with AISC Code of Standard Practice.
- B. All steel members shall be prefabricated into subassemblies of the largest practical size suitable for transportation, handling, and field erection. Field cutting, welding, and drilling shall be kept to the minimum.
- C. Light-gauge cold-formed sections shall be manufactured by precision roll or brake forming.
- D. Structural steel shall be detailed and fabricated in accordance with the MBMA Code of Standard Practice.
- E. The detailing and fabrication of anchor bolt assemblies shall be in accordance with AISC.
- F. All welders shall be AWS Certified in the positions and type of welding they will

be performing during fabrication.

3.02 SHOP PAINTING

- A. Shop primer shall be a nominal 1 mil thick and conform to Federal Specifications TT-P-664c and TT-P-636c.

3.03 ASSEMBLY

A. General:

1. Side laps for siding and roofing shall be one full corrugation.
2. Accessories for roofing or siding, necessary for a complete installation, and as shown, shall be furnished and installed with the roofing and siding.
 - a. Cutouts and flashing shall be provided for vents, ventilator ducts, roof hatches, and all other penetrations as shown and required.
 - b. Joints shall be caulked as shown and required for weathertight installation.
 - c. Field-cut edges of roofing and siding, including penetrations, shall be touched up with manufacturer's coating compatible with sheet finish.
3. Doors and Windows shall be installed in accordance with the manufacturer's reviewed specifications, reviewed engineering document submittals, and as shown.
 - a. Doors and windows shall operate freely and easily, shall be properly aligned and balanced, and shall be true and square with the opening.
4. Mechanisms shall be fully lubricated after installation and the assembly tested and adjusted to demonstrate smooth operation to the Construction Manager.

B. Touch-Up Painting:

1. Structural steel connections and all areas damaged subsequent to shop painting shall be repaired, cleaned, and touch-up painted prior to roofing/siding installation.
2. Damaged or stained areas of roofing, siding, and accessories shall be touched up with the manufacturer's coating in accordance with manufacturer's current published instructions.

3.04 QUALITY CONTROL

A. Field Observation:

1. Inspector of Record
2. Structural Engineer of Record
3. Architect of Record

END OF SECTION