

NOTICE TO BIDDERS

Notice is hereby given that Tulare City School District (hereinafter referred to as "Owner") will receive sealed bids prior to the date and time stated for the Bid Opening for the award of the Contract to construct:

INSTALLATION OF WROUGHT IRON FENCING AT VARIOUS SITES

as per drawings and specifications which may now be obtained electronically from the District website: www.tcsdk8.org.

This Contract is not subject to prequalification pursuant to Public Contract Code section 20111.6.

Public works projects shall be subject to compliance monitoring and enforcement by the Department of Industrial Relations. For all projects over Twenty-Five Thousand Dollars (\$25,000), a contractor or subcontractor shall not be qualified to submit a bid or to be listed in a bid proposal subject to the requirements of Public Contract Code section 4104 unless currently registered and qualified under Labor Code section 1725.5 to perform public work as defined by Division 2, Part 7, Chapter 1 (§§ 1720 et seq.) of the Labor Code. For all projects over Twenty-Five Thousand Dollars (\$25,000), a contractor or subcontractor shall not be qualified to enter into, or engage in the performance of, any contract of public work (as defined by Division 2, Part 7, Chapter 1 (§§ 1720 et seq.) of the Labor Code) unless currently registered and qualified under Labor Code section 1725.5 to perform public work.

Bids must be sealed and labeled on envelope **Installation of Concrete at Various sites Bid, Attn: Joyce Nunes** and filed in the Business Office of the Owner at 600 N. Cherry Street, Tulare, CA, 93274 by Tuesday, October 19, 2021, before 11:30. m. on the clock designated by the Owner or its representative as the bid clock, after which time bids will be opened. No bid will be accepted by Owner after this time. Facsimile (FAX) copies of the bid will not be accepted. A public reading of the bid will occur outside in the parking lot at 12:15 p.m. the same day.

A **mandatory** pre-bid walk will be held on Tuesday, September 21, 2021, at 9:00 a.m. at Lincoln Elementary School 909 E. Cedar, Tulare, CA. Bidders not attending the entire bid walk will result in the bid being rejected and disqualified.

Bids must be accompanied by a bidder's bond, cashier's check, or certified check for at least ten percent (10%) of the amount of the base bid and made payable to the Owner.

Pursuant to the Contract Documents, the successful bidder will be required to furnish a Payment (Labor and Material) Bond in the amount of one hundred percent (100%) of the Contract Sum, and a Faithful Performance Bond in the amount of one hundred percent (100%) of the Contract Sum, as set forth in the Contract Documents.

The successful bidder will be allowed to substitute securities or establish an escrow in lieu of retainage, pursuant to Public Contract Code Section 22300, and as described in the Agreement Between Owner and Contractor and General Conditions.

The Owner will not consider or accept any bids from contractors who are not licensed to do business in the State of California, in accordance with the California Public Contract Code, providing for the licensing of contractors. In accordance with Section 3300 of said Code, the bidder shall have a Class "C-23" license and shall maintain that license in good standing through Contract completion and all applicable warranty periods. For all projects over Twenty-five Thousand Dollars (\$25,000), bidder shall state the public works contractor registration number on the Designation of Subcontractors form for each subcontractor performing more than one-half of one percent (0.5%) of the bidder's total bid.

The Director of Industrial Relations of the State of California, in the manner provided by law, has ascertained the general prevailing rate of per diem wages and rate for legal holidays and overtime work. The Contractor must pay for any labor therein described or classified in an amount not less than the rates specified. These rates are available online at <http://www.dir.ca.gov/dlsr>. Bidders are advised that a copy of these rates must be posted by the successful Bidder at the job site(s).

July 13, 2021

By order of the Board of Trustees
Of Tulare City School District

By: 
Assistant Supt. Of Business Services

Advertise: September 10, 2021 1st Publication Date
 September 17, 2021 2nd Publication Date

INSTRUCTIONS TO BIDDERS
INSTALLATION OF WROUGHT IRON FENCING AT VARIOUS SITES
TULARE CITY SCHOOL DISTRICTY

SECURING DOCUMENTS:

Drawings and Specifications are available electronically from the Owner at: www.tcsdk8.org.

This Contract is not subject to prequalification.

The Owner will withhold retention of 5% from all progress payments.

REGISTRATION:

For all projects over Twenty-Five Thousand Dollars (\$25,000), the Owner shall not accept any bid or enter into any contract without proof of the bidder's current registration to perform public work under Labor Code section 1725.5.

For all projects over Twenty-five Thousand Dollars (\$25,000), the bidder shall not accept any sub-bid or enter into any subcontract without proof of the subcontractor's current registration to perform public work under Labor Code section 1725.5.

BIDS:

Bids to receive consideration shall be made in accordance with the following instructions:

1. Bids shall be made upon the "Bid Form" provided here with all blank spaces filled. The Signatures shall be longhand and the completed form shall be without interlineations, alterations, or erasures. All amounts must be in words as well as figures. Any discrepancy between the words and figures shall be resolved using the amount stated in words. The "Bid Form" must be filled out in ink or be typewritten.
2. No bid will be considered which makes exceptions, changes, or in any manner makes reservations to the terms of the drawings or specifications. If prequalification is required for this Contract, no bid will be accepted from a contractor that has not been prequalified.
3. Questions regarding documents, discrepancies, omissions, or doubt as to meanings shall be referred immediately to the Owner who will send written instructions clarifying such questions to each bidder. Oral responses will not be binding on the Owner or any Construction Manager.
4. Each bid must give the full business address of the bidder and be signed by bidder with bidder's usual signature. Bids by partnerships must furnish the full name of all partners and must be signed in the partnership name by a general partner with authority to bind the partnership in such matters, followed by the signature and designation of the person signing. The name of the person signing shall also be typed or printed below the signature.

Bids by corporations must be signed with the legal name of the corporation, followed by the name of the state of incorporation and by the signature and designation of the chairman of the board, president or any vice president, and then followed by a second signature by the secretary, assistant secretary, the chief financial officer or assistant treasurer. All persons signing must be authorized to bind the corporation in the matter. The name of each person signing shall also be typed or printed below the signature. Satisfactory evidence of the authority of the officer signing on behalf of a corporation shall be furnished.

5. Pursuant to the provisions of Sections 4100 to 4114, inclusive, of the Public Contract Code of the State of California, which are hereby incorporated and made a part hereof and these Instructions to Bidders, every bidder shall set forth in its bid (using the Owner's form for Designation of Subcontractors:
 - A. The name and location of the place of business, the California contractor license number, and for all projects over Twenty-Five Thousand Dollars (\$25,000), the public works contractor registration number, of each subcontractor who will perform work or labor or render service to the bidder in or about the construction of the work or improvement, or a subcontractor licensed by the State of California who, under subcontract to the bidder, specially fabricates and 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 ($\frac{1}{2}$) of one percent (1%) of the bidder's total bid. An inadvertent error in listing a California contractor's license number shall not be grounds for filing a bid protest or for considering the bid nonresponsive if the bidder submits the corrected contractor's license number to the Owner within 24 hours after the bid opening, or any continuation thereof, so long as the corrected contractor's license number corresponds to the submitted name and location for that subcontractor.
 - B. The portion of the Work which will be done by each such subcontractor. If the bidder fails to specify a subcontractor for any portion of the Work to be performed under the Contract in excess of one-half ($\frac{1}{2}$) of one percent (1%) of the bidder's total bid, the bidder agrees to perform that portion itself. The successful bidder shall not, without the consent of the Owner:
 - 1) Substitute any person as subcontractor in place of the subcontractor designated in the original bid.
 - 2) Permit any subcontract to be assigned or transferred or allow it to be performed by anyone other than the original subcontractor listed in the bid.
 - 3) Sublet or subcontract any portion of the Work in excess of one-half ($\frac{1}{2}$) of one percent (1%) of the total bid as to which the original bid did not designate a subcontractor.
6. The Director of Industrial Relations of the State of California, in the manner provided by law, has ascertained the general prevailing rate of per diem wages and the rate for legal

holidays and overtime work. The Contractor must pay for any labor therein described or classified in an amount not less than the rates specified. Copies of the required rates are available online at <http://www.dir.ca.gov/dlsr>.

7. All bids must be accompanied by a completed Non-Collusion Declaration and Sufficient Funds Declaration (Labor Code § 2810). All bids must be accompanied by an executed Fingerprinting Notice and Acknowledgment; Iran Contracting Act Certification, if required by law (see form); Workers' Compensation certification; Contractor Questionnaire, if required (see paragraph 13; and DVBE Certification of Participation and Good Faith Worksheet, if DVBE is required (see paragraph 10).
8. Bids must be accompanied by a certified check, cashier's check, or bidder's bond, for an amount not less than ten percent (10%) of the amount of the base bid, made payable to the order of the Owner. If a bidder's bond accompanies the bid, said bond shall be secured by an Admitted Surety (an insurance organization authorized by the Insurance Commissioner to transact business of insurance in the State of California during this calendar year). The surety insurer must, unless otherwise agreed to by Owner in writing, at the time of issuance of the bond, have a rating not lower than "A-" as rated by A.M. Best Company, Inc. or other independent rating companies. Owner reserves the right to approve or reject the surety insurer selected by Contractor and to require Contractor to obtain a bond from a surety insurer satisfactory to the Owner. Said check or bond shall be given as a guarantee that the bidder will enter into the Contract if awarded the Work, and in case of refusal or failure to enter into said Contract, the check or bond, as the case may be, shall be payable to the Owner and retained as liquidated damages.
9. Bids shall be sealed and filed as indicated in the Notice to Bidders. Irrespective of how a bidder chooses to deliver the bid and other documents to the Owner, the bidder is responsible for ensuring that the bid and other documents are actually received at the location designated in the Contract Documents for receipt of the bid and other documents prior to the time for the bid opening. Bids and other documents for any reason not actually received at the designated location prior to the time for the bid opening shall not be opened or considered.
10. **THIS CONTRACT IS NOT SUBJECT TO THE DVBE REQUIREMENTS OF EDUCATION CODE SECTION 17076.11.**
11. Contractor shall maintain its license in good standing through Completion of the Work and all applicable warranty periods. Owner reserves the right to reject any bid as nonresponsive if bidder or any subcontractor is not licensed in good standing from the time the bid is submitted to Owner up to award of the Contract, whether or not the bidder listed the subcontractor inadvertently, or if a listed subcontractor's license is suspended or expires prior to award of the Contract. Owner also reserves the right the reject any bid as nonresponsive if a listed subcontractor's license is not in good standing to perform the work for which it is listed from the time of submission of the bidder's bid to award of the Contract.

12. The Owner reserves the right to waive any irregularity and to reject any or all bids.
13. To summarize, each bid for the Contract must include the following documents:
 - a. Bid form
 - b. Designation of Subcontractors
 - c. Workers' Compensation Certification
 - d. Non-Collusion Declaration
 - e. Sufficient Funds Declaration
 - f. DIR Registration
 - g. Fingerprinting Notice and Acknowledgement
 - h. Bid Bond

WITHDRAWAL OF BIDS: Bids may be withdrawn by bidders prior to the time fixed for the submittal of bids or any authorized postponement thereof. A successful bidder shall not be relieved of the bid unless by consent of the Owner or bidder's recourse to Public Contract Code §5100 et seq.

Unless otherwise required by law, no bidder may withdraw its bid for a period of sixty (60) days after the date set for the opening thereof or any extension thereof. The owner reserves the right to take more than sixty (60) days to make a decision regarding rejection of the bid or award of the Contract.

OPENING OF BIDS: Opening of bids shall be as soon after the hour set as will be possible; opening and declaration to be as set forth in the Notice to Bidders. Any and all bidders will be permitted to attend.

EXAMINATION OF CONTRACT DOCUMENTS AND SITE: Before submitting a bid, bidders shall examine the drawings, read the specifications, the form of Agreement between Contractor and Owner, and the other Contract Documents. Bidders shall visit the site of the proposed Work, examine the building, or buildings, if any, and any work that may have been done thereon. Bidders shall fully inform themselves of all conditions, in, at, and about the site, the building or buildings, if any, and any work that may have been done thereon.

Pursuant to Public Contract Code section 1104: 1) bidders shall not be required to assume responsibility for the completeness and accuracy of architectural or engineering plans and specifications, except on clearly designated design build projects; 2) however, bidders shall be required to review architectural or engineering plans and specifications prior to submission of their bids and to report any errors and omissions to the Owner; and 3) the review shall be confined to the bidder's capacity as a bidder and not as a licensed design professional.

FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR: The form of Agreement between Owner and Contractor which the successful bidder will be required to execute, if awarded the Work, is a part of this Bid Package.

ADDENDA OR BULLETINS: Any addenda or bulletins, issued during the time of bidding, shall form a part of the drawings and specifications loaned to the bidder for the preparation of its bid, shall be covered in the bid, and shall be made a part of the Contract Documents. All addenda or bulletins shall be signed by the Owner and approved by the Division of State Architect.

EVIDENCE OF RESPONSIBILITY: Upon the request of Owner, a bidder shall submit promptly to the Owner or its designee satisfactory evidence showing the bidder's financial resources, the bidder's experience in the type of work required by the Owner, the bidder's organization available for the performance of the Contract, and any other required evidence of the bidder's or its subcontractor's qualifications to perform the proposed Contract. The Owner may consider such evidence before making its decision awarding the proposed Contract. Failure to submit evidence of the bidder's or its subcontractors' responsibility to perform the proposed Contract may result in rejection of the bid.

AWARD OF CONTRACT: Rejection of any or all bids, to contract work with whomever and in whatever manner, to abandon work entirely, and/or to waive any informality in receiving of bids is reserved as the right of the Owner. Before the Contract is awarded, the Owner may at its sole discretion, require from the proposed Contractor on the Project further evidence of the reasonable qualifications of such contractor to faithfully, capably, and reasonably perform such proposed Contract and may consider such evidence before making its decision on the award of such proposed Contract.

The Contract shall be awarded to the lowest responsible and responsive bidder as interpreted by the Owner under California law and as specified herein and shall be entered into by the successful bidder within ten (10) days after mailing, faxing or delivery of the Notice of Award of Contract. Owner reserves the right, without any liability, to cancel the award of any bid for any reason at any time before the full execution of the Agreement between Owner and Contractor.

EXECUTION OF AGREEMENT BETWEEN OWNER AND CONTRACTOR: The Agreement between Owner and Contractor shall be signed by the successful bidder in as many originals as the Owner deems necessary and returned, together with the required Contract bonds, insurance certificates, additional insured endorsement, declarations page, a Public Contract Code section 3006(a) Roof Project Certification, if required, Drug-Free Workplace Certification, and Independent Contractor Student Contact Form, within ten (10) days after receipt of the notice of award of the Contract. If the ten (10) day period would expire after the date for commencement of the Work, Contractor must submit the documents before the date of commencement of the Work. If the successful bidder does not comply with this paragraph, Owner may revoke and/or cancel the award to the successful bidder and award the Contract to the next lowest bidder, or may otherwise proceed as allowed by law. A Roof Project Certification is not required if (1) the Owner has ADA (average daily attendance) of 2,500 or less, or (2) the Work involves repair of 25% or less of the roof, or costs \$21,000 or less.

CONTRACT BONDS: As required by the Contract Documents, two bonds, as itemized below and in the forms presented in these Contract Documents, shall be furnished by the successful bidder on the Project at the time of entering into the Contract and filed with the Owner before the successful bidder commences any Work. They shall be in the form of surety bonds issued by

Admitted Surety insurers (an insurance organization authorized by the Insurance Commissioner to transact business of insurance in the State of California during this calendar year). The surety insurers must, unless otherwise agreed to by Owner in writing, at the time of issuance of the bond, have a rating not lower than "A-" as rated by A.M. Best Company, Inc. or other independent rating companies. Owner reserves the right to approve or reject the surety insurers selected by Contractor and to require Contractor to obtain bonds from surety insurers satisfactory to the Owner.

Performance Bond in the amount of one hundred percent (100%) of the Contract Sum to insure Owner during construction, and for one year after Completion and during any warranty or guaranty period, against faulty or improper materials or workmanship and to assure Owner of full and prompt performance of the Contract.

Payment Bond (Labor and Material) in the amount of one hundred percent (100%) of the Contract Sum in accordance with the laws of the State of California to secure payment of any and all claims for labor and materials used or consumed in performance of this Contract.

SUBSTITUTION OF MATERIALS: The Contractor must ensure that the proposed substitutions by the Contractor or its subcontractors are submitted to the Owner at a minimum of ten (10) calendar days prior to the bid opening for review and possible approval of any equipment or materials thought to be equal to or better than those specified in the drawings or specifications. An addendum may be issued prior to bid opening, including all equipment and materials deemed equivalent to those specified and approved by the Owner. Submittals shall include comparative spec-data of the specified equipment or material and the proposed substitution as set forth in the Contract Documents. Submittals without this information will be automatically rejected.

PAYMENTS: Payments to the Contractor on account of the Contract shall be made in accordance with the terms of the Contract Documents.

TAXES: The Owner is generally exempt from payment of Federal Excise Tax on materials. The Owner will furnish exemption certificates to the Contractor to be used to obtain materials ordinarily subject to Federal Excise Tax without payment of the tax. Bidder shall deduct Federal Excise Taxes from their bid prices before submitting bids, so that such taxes will not be included in the Contract Sum.

EARLY TERMINATION: Notwithstanding any provision herein to the contrary, if for any fiscal year of this Contract the governing body of the Owner fails to appropriate or allocate funds for future periodic payments under the Contract after exercising reasonable efforts to do so, the Owner may upon thirty (30) days' notice, order Work on the Project to cease. The Owner will remain obligated to pay for the Work already performed but shall not be obligated to pay the balance remaining unpaid beyond the fiscal period for which funds have been appropriated or allocated and for which the Work has not been done.

TIME OF COMPLETION AND LIQUIDATED DAMAGES: Time is of the essence in this contract, the start date for this project will be June 27, 2022 and the time of Completion for the work is July 29, 2022. Liquidated damages for delay in Completion of the Work within the Contract Time will accrue and may be assessed as provided in the Contract Documents, including Article III of the Agreement. Should said work not be completed within the time limit as may be extended as herein provided, damages will be sustained by the owner. It is understood and agreed that it is and will be impracticable or extremely difficult to determine the actual amount of damages which the owner will sustain in the event of and by reason of such delay, and it is therefore agreed that the Contractor will pay the owner the sum of \$500.00 per calendar day for each & every day's delay beyond the time specified as and for liquidated damages, during or as a result of each calendar day by which completion of the Project is delayed beyond the completion date; in case the Contractor fails to make such payment, the Owner may deduct the amount thereof from any money due or that may become due the Contractor under the Contract. Should such money not be sufficient, the Owner shall have the right to recover the balance from the Contractor or its sureties

BID PROPOSAL FORM

TO: Board of Trustees
Tulare City School District School District
600 N Cherry Street
Tulare, Ca. 93274

The undersigned, doing business under the firm name of _____, having carefully examined the Notice to Bidders, the Instructions to Bidders, the Agreement, the Specifications, and the entire contract documents for the proposed **INSTALLATION OF WROUGHT IRON FENCING AT VARIOUS SITES** project, proposes to perform the contract including all of its component parts, and to furnish all materials and labor called for by them for the entire order, including all taxes as follows:

BID AMOUNT: _____ **DOLLARS (\$ _____)**

SUBMITTED BY: _____

COMPANY: _____

ADDRESS: _____

CONTRACTOR'S LICENSE NUMBER: _____

EXP. DATE: _____ **CLASS:** _____

BY: _____

(Please Print or Type)

SIGNATURE: _____

TITLE: _____

DATE: _____

PHONE: _____

Contractors are required by law to be licensed and regulated by the Contractors State License Board which has jurisdiction to investigate complaints against contractors. Any questions concerning a contractor may be referred to the Contractors State License Board, 9821 Business Park Drive, Sacramento, California 95827. Their telephone number is: (800) 321-2752.

DESIGNATION OF SUBCONTRACTORS

Each bidder shall set forth below the name and the location of the place of business of each subcontractor and the California contractor license number, and public works contractor registration number (for all projects over Twenty-five Thousand Dollars (\$25,000)), of each subcontractor who will perform work or labor or render service to the Contractor in or about the construction of the Work or improvement, or to a subcontractor licensed by the State of California who, under subcontract to the Contractor, specially fabricates and 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 1 percent (0.5%) of the bidder's total bid, and the portion of the Work which will be done by each subcontractor. An inadvertent error in listing a California contractor's license number shall not be grounds for filing a bid protest or for considering the bid nonresponsive if the bidder submits the corrected contractor's license number to the Owner within 24 hours after the bid opening, or any continuation thereof, so long as the corrected contractor's license number corresponds to the submitted name and location for that subcontractor. If the Contractor fails to specify a subcontractor for any portion of the Work to be performed under the Contract in excess of one-half of 1 percent (0.5%) of the Contractor's total bid, the Contractor shall be deemed to have agreed to perform such portion itself, and shall not be permitted to subcontract that portion of the Work except under the conditions hereinafter set forth.

Subletting or subcontracting of any portion of the Work as to which no subcontractor was designated in the original bid shall only be permitted in cases of public emergency or necessity, and then only after a finding reduced to writing as a public record of the legislative body of the Owner.

For all projects over Twenty-five Thousand Dollars (\$25,000): for any bid proposal submitted and for any contract for public work entered into, an inadvertent error in listing a subcontractor who is not registered under Labor Code section 1725.5 shall not be grounds for filing a bid protest or grounds for considering the bid nonresponsive, provided that either: the subcontractor is registered prior to the bid opening; or the subcontractor is registered and has paid the penalty registration fee specified in Labor Code section 1725.5(a)(2)(E), if applicable, within 24 hours after the bid opening; or the subcontractor is replaced by another registered subcontractor under Public Contract Code section 4107. Failure of a listed subcontractor to be registered shall be grounds under Public Contract Code section 4107 for the Contractor, with the Owner's consent, to substitute a registered subcontractor for the unregistered subcontractor.

Failure to provide this information in a legible manner may result in the rejection of an otherwise acceptable bid.

NOTE: *Reproduce page two of this section for additional listings needed beyond the length of this form.*

WORKERS' COMPENSATION CERTIFICATE

Labor Code Section 3700, in relevant part, 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. Said certificate 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, ... "

I am aware of the provisions of the 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 the performance of the work of this contract. I shall supply the Owner with certificates of insurance evidencing that Workers' Compensation Insurance is in effect and providing that the Owner will receive thirty (30) days' notice of cancellation.

Name of Contractor

Signature

Print Name

Date

(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.)

NONCOLLUSION DECLARATION
TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

Owner: Tulare City School District

Contract for: Installation of Wrought Iron Fencing at Various Sites Project

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 _____, 20__, at _____ [city], _____ [state].

Signature

Print Name

Sufficient Funds Declaration
(Labor Code section 2810)

To Be Executed by Bidder and Submitted with Bid

Owner: Tulare City School District

Contract for: Installation of Wrought Iron Fencing at Various Sites Project

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

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and executed on _____ 20 __, at _____ [city], _____ [state].

Date: _____

Signature: _____

Print Name: _____

Print Title: _____

**CERTIFICATION OF CONTRACTOR AND SUBCONTRACTOR DIVISION OF INDUSTRIAL REALTIONS
REGISTRATION**

Pursuant to Labor Code Section 1725.5, a contractor or subcontractor must be registered with the Department of Industrial Relations in order to bid on, to be listed in a bid proposal or to engage in the performance of any defined public work contract.

_____, _____ certify that
Name Title

_____ is currently registered as a contractor with the Department of In
(Contractor Name)

Industrial relations (DIR):

Contractor's DIR Registration Number _____

Expiration date June 30, 20__

Contract further acknowledges:

1. Contractor shall maintain DIR registration status for the duration of the project without gap in registration.
2. Contractor shall note in its invitation to bid the DIR registration requirement for all subcontractor and their subcontractors.
3. Contractor shall ensure that all subcontractors are registered at time of bid opening and maintain registered status for the duration of the project.
4. Contractor is to furnish DIR Registration Number for all subcontractors on the project within 24 hours of the bid opening.
5. Contractor shall substitute any subcontractor with a DIR registered contractor if listed subcontractor is unable to perform the work.

Failure to comply with any of the above may result in determination of non-responsiveness.

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

Signature

Date

FINGERPRINTING NOTICE AND ACKNOWLEDGMENT

(Education Code Section 45125.2(a))

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

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

1. If the Owner determines your employee(s) or you as a sole proprietorship will have more than limited contact with students, then you must take one or more of the following steps:
 - a. Install a physical barrier at the worksite to limit contact with pupils.
 - b. Have an employee (if not a sole proprietorship), who the Department of Justice has ascertained has not been convicted of a violent or serious felony, continually monitor and supervise employees. The entity shall verify in the Independent Contractor Student Contact Form to the Owner that the employee charged with monitoring and supervising its employees has no such convictions. (See attached.)
 - c. Arrange, with Owner’s approval, for surveillance by Owner’s personnel.

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

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

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

Dated: _____

Signature

Name: _____

Title: _____

ATTACHMENT

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

- (1) Murder or voluntary manslaughter.
- (2) Mayhem.
- (3) Rape as defined in paragraph (2) or (6) of subdivision (a) of Section 261 or paragraph (1) or (4) of subdivision (a) of Section 262.
- (4) Sodomy as defined in subdivision (c) or (d) of Section 286.
- (5) Oral copulation as defined in subdivision (c) or (d) of Section 288a.
- (6) Lewd or lascivious act as defined in subdivision (a) or (b) of Section 288.
- (7) Any felony punishable by death or imprisonment in the state prison for life.
- (8) Any felony in which the defendant inflicts great bodily injury on any person other than an accomplice which has been charged and proved as provided for in Section 12022.7, 12022.8, or 12022.9 on or after July 1, 1977, or as specified prior to July 1, 1977, in Sections 213, 264, and 461, or any felony in which the defendant uses a firearm which use has been charged and proved as provided in subdivision (a) of Section 12022.3, or Section 12022.5 or 12022.55.
- (9) Any robbery.
- (10) Arson, in violation of subdivision (a) or (b) of Section 451.
- (11) Sexual penetration as defined in subdivision (a) or (j) of Section 289.
- (12) Attempted murder.
- (13) A violation of Section 18745, 18750, or 18755.
- (14) Kidnapping.
- (15) Assault with the intent to commit a specified felony, in violation of Section 220.

- (16) Continuous sexual abuse of a child, in violation of Section 288.5.
- (17) Carjacking, as defined in subdivision (a) of Section 215.
- (18) Rape, spousal rape, or sexual penetration, in concert, in violation of Section 264.1.
- (19) Extortion, as defined in Section 518, which would constitute a felony violation of Section 186.22 of the Penal Code.
- (20) Threats to victims or witnesses, as defined in Section 136.1, which would constitute a felony violation of Section 186.22 of the Penal Code.
- (21) Any burglary of the first degree, as defined in subdivision (a) of Section 460, wherein it is charged and proved that another person, other than an accomplice, was present in the residence during the commission of the burglary.
- (22) Any violation of Section 12022.53.
- (23) A violation of subdivision (b) or (c) of Section 11418.

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

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

of Section 11100 of the Health and Safety Code; (25) Any violation of subdivision (a) of Section 289 where the act is accomplished against the victim's will by force, violence, duress, menace, or fear of immediate and unlawful bodily injury on the victim or another person; (26) Grand theft involving a firearm; (27) carjacking; (28) any felony offense, which would also constitute a felony violation of Section 186.22; (29) assault with the intent to commit mayhem, rape, sodomy, or oral copulation, in violation of Section 220; (30) throwing acid or flammable substances, in violation of Section 244; (31) assault with a deadly weapon, firearm, machine gun, assault weapon, or semiautomatic firearm or assault on a peace officer or firefighter, in violation of Section 245; (32) assault with a deadly weapon against a public transit employee, custodial officer, or school employee, in violation of Sections 245.2, 245.3, or 245.5; (33) discharge of a firearm at an inhabited dwelling, vehicle, or aircraft, in violation of Section 246; (34) commission of rape or sexual penetration in concert with another person, in violation of Section 264.1; (35) continuous sexual abuse of a child, in violation of Section 288.5; (36) shooting from a vehicle, in violation of subdivision (c) or (d) of Section 26100; (37) intimidation of victims or witnesses, in violation of Section 136.1; (38) criminal threats, in violation of Section 422; (39) any attempt to commit a crime listed in this subdivision other than an assault; (40) any violation of Section 12022.53; (41) a violation of subdivision (b) or (c) of Section 11418; and (42) any conspiracy to commit an offense described in this subdivision.

BID BOND

KNOW ALL MEN BY THESE PRESENTS that we the undersigned _____ as Principal and _____ as Surety, are hereby held and firmly bound unto the _____ "Owner" in the sum of _____ Dollars (\$ _____) for payment of which sum, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

The condition of the above obligation is such that whereas the Principal has submitted to the Owner a certain bid, attached hereto and hereby made a part hereof, to enter into a Contract in writing for the construction of _____ in strict accordance with Contract Documents.

NOW, THEREFORE,

- a. If said bid shall be rejected, or, in the alternative;
- b. If said bid shall be accepted and the Principal shall execute and deliver a contract in the form of agreement attached hereto and shall execute and deliver Performance and Payment Bonds in the forms attached hereto (all properly completed in accordance with said bid), and shall in all other respects perform the agreement created by the acceptance of said bid;

Then this obligation shall be void, otherwise the same shall remain in full force and effect, it being expressly understood and agreed that the liability of the Surety for any and all default of the Principal hereunder shall be the amount of this obligation as herein stated.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract on the call for bids, or to the Work to be performed hereunder, 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 WITNESS WHEREOF, the above-bounden parties have executed this instrument under several seals this ____ day of _____, _____, the name and corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body. In the presence of:

(Notary Seal)

(Principal)

(Business Address)

(Corporate Surety)

Business Address)

By: _____

The rate or premium of this bond is _____ per thousand, the total amount of premium charged, \$_____.

(The above must be filled in by Corporate Surety).

INSTALLATION OF WROUGHT IRON FENCING
BID OPENING OCTOBER 19, 2021 AT 11:30 A.M.

1. Contractor is responsible for demo.
2. Contractor is responsible for core drilling mow curb.
3. Contractor is responsible for haul away of existing chain-link fence.
4. All wrought iron to be powder coated to match existing wrought iron fence.
5. Contractor is to install walk-in gate with lockable fork latch near portable building.
6. Contractor is responsible for all disposal of dirt.
7. Contractor is responsible for temporary fence to secure school site.

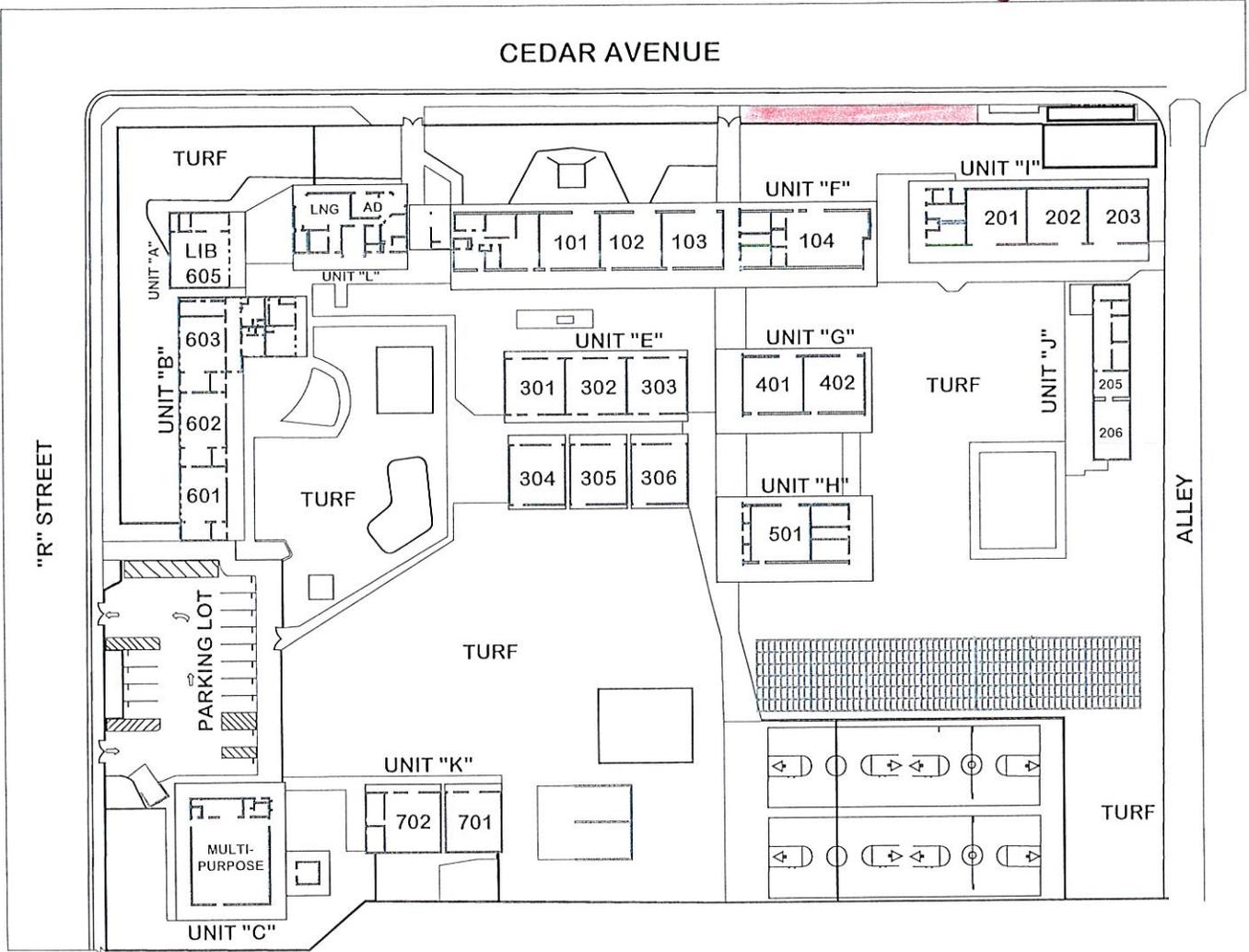
Tulare City Elementary School District
 Lincoln Elementary School, Tulare County

- ┘ New Construction
- Modernization/Reconstruction

Diagram of Building Area

- ☒ Existing 1-A
- Proposed 2-A
- Final 3-A

Match Existing Wrought Iron



SITE PLAN
LINCOLN ELEMENTARY SCHOOL
 900 East Cedar Avenue - Tulare, CA 93274
 Web Site - www.tcsdk8.org
 Phone (559) 685-7350, FAX (559) 685-7355

April 25, 2019
 D.S.A.# 06070
 Page 1 of 43

Google Maps 955 E Cedar Ave

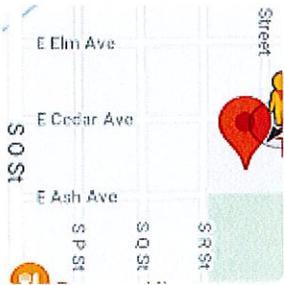


Image capture: Mar 2019 © 2021 Google

Tulare, California



Street View - Mar 2019



Approx 152' of 8' to Match Existing Wrought Fence

ORNAMENTAL STEEL FENCING AND GATES

PART 1 – GENERAL

1.1 SUMMARY

- A. **Specification Section Intent:** The intent of this section is to furnish and install ornamental steel fencing and gates.
- B. **Design Standard:** Merchants Metal – Secure Weld Vista design by Merchant Metals - <http://www.merchantsmetals.com/Architect/Main.htm>
- C. **Related Sections:**
 - 1. 03300 Cast-In-Place Concrete
 - 2. 04810 Unit Masonry Assemblies
 - 3. 05500 Metal Fabrications

1.2 SUBMITTALS

- A. **Shop Drawings:** Show fence and gate post locations and details of post installation and welding details. Show all elevations of custom fences, perforated metal security panels, gates and fastening details. Include hardware types and locations for hinges, locks, panic devices and all accessories for a complete fully operating installation.

PART 2 – PRODUCTS

2.1 MANUFACTURERS

- A. **Ornamental iron fence and gate fabrications** may be custom fabrications of a fence and gate manufacturer or may be fabricated by a custom metal fabricator, at Contractor's option. Fabricator shall have not less than 5 years successful experience in fabricating fences and gates of types required for the project.

2.2 MATERIALS

- A. **Steel Materials:** Use only materials which are smooth and free of surface blemishes including pitting, seam marks, roller marks, rolled trade names roughness.
 - 1. Steel plates, shapes and bars: ASTM A-36.
 - 2. Steel tubing: Cold formed, ASTM A-500: or hot rolled,

ORNAMENTAL STEEL FENCING AND GATES

ASTM A-501.

3. Perforated Steel Sheet: ASTM A 653/A 653M, finish grade quality for exposed view, with G90 (Z275) coating or approved equal.
 - a. Basis of Design: McNichols Round Hole Pattern Perforated Metal Panel
 - 1) Architect to select percentage of open area from manufactures full line of products.

2.3 FABRICATION, GENERAL

- A. Form fencing and gate systems of welded construction, to forms and profiles indicated on plans. Use materials of size and thickness indicated and, to extent not indicated, as required to produce strength and durability in finished product for use intended. Work to dimensions indicated or accepted on shop drawings, using proven details of fabrication and support.
- B. Form exposed work true to line and level with accurate angles and surfaces and straight sharp edges. Ease exposed edges to a radius of approximately 1/32" unless otherwise indicated. Form bent metal corners to smallest radius possible without causing grain separation or otherwise impairing work.
- C. Weld corners and seams continuously, complying with AWS recommendations. At exposed connections, grind exposed welds smooth and flush to match and blend with adjoining surfaces.
- D. Provide for anchorage of type shown, coordinated with supporting structure. Fabricate and space anchoring devices to provide adequate support for intended use.
- E. Cut, reinforce, drill and tap and install finish hardware and similar items.
- F. Fabricate joints in a manner to exclude water or provide weep holes where water may accumulate.
- G. Expansion Joints: Provide expansion joints at locations indicated, or if not indicated, at intervals not to exceed 40 feet.

2.4 ROLLING AND SWINGING GATES

- A. Fabricate rolling gates and swinging gates to indicated details and dimensions with wheels, framing and supports, guides, bracing, hardware and accessories for each gate. Prepare and install all hardware specified elsewhere in these contract documents.

ORNAMENTAL STEEL FENCING AND GATES

2.5 FINISH

A. Provide manufacturer's standard polyester powder shop finish over fences and gates pretreated and primed in accordance with finish manufacturer's instructions, 1.5 mil minimum thickness. Cured coating shall have been tested to withstand 500 hours of salt spray testing in accordance with ASTM B-117 without creep or other defects.

- 1. If fence and gates are provided by a custom metal fabricator, clean all surfaces thoroughly. Apply Liquiguard PC pre-treatment to all surfaces per the written manufacturer's instructions. Next, apply an approved epoxy primer that is compatible with the finish coat material.**
- 2. Powder coat finish by applicator with a minimum of five years experience in powder coat applications for exterior use. Color to be selected from manufacturer's standard color chart.**

PART 3 – EXECUTION

3.1 PREPARATION

- A. Coordinate setting drawings, diagrams, templates, instruction, and directions for installation of anchorages, such as sleeves, concrete inserts, anchor bolts and miscellaneous items having integral anchors, which are to be embedded in concrete and masonry construction. Coordinate delivery of such items to project site.**
- B. Field Measurements: Take field measurements prior to preparation of shop drawings and fabrication, where possible. Don not delay job progress; allow for adjustments during installation where taken field measurements before fabrication might delay work.**

3.2 INSTALLATION

- A. Do not begin installation and erection before final grading is completed, unless otherwise permitted.**
- B. Adjust fencing prior to anchoring to ensure matching alignment at abutting joints. Plumb posts in each direction.**
- C. Where posts are shown to be set in concrete, include footing concrete and reinforcement per plans. Center and align post in footing at correct height. Check each post for vertical and top alignment, and hold in position during placement.**
- D. Install fencing plumb, level, true to line and location, and secure.**



HPC/Industrial Maintenance

GENERAL DESCRIPTION

DURETHANE® DTM is a surface tolerant, high solids, high build, two component acrylic urethane formulated for direct-to-metal applications. This product is compliant for applications in areas with VOC requirements of less than 250 g/L (2.08 lbs./gal.).

RECOMMENDED USES

- Aluminum
Ferrous Metal
Galvanized Steel
Masonry, Concrete Stucco, Plaster

FEATURES AND BENEFITS

- Direct-to-Metal Application, including tightly adhering rust
Low VOC
Superior gloss and color retention
Easy to mix and apply by air or airless spray, brush or roller
Excellent UV stability
Infinite color capability
Surpasses Level 3 of SSPC-36 paint specification
Can earn LEED NC Version 2.2. Credits

PACKAGING

Comp A (95-3300 and 95-3301) are available in 1-Gallon (3.78L) and 5-Gallon (18.9 L) containers.

Comp B (95-339) is available in 1 Quart (946 mL) and 1-Gallon (3.78L) containers.

Not all containers are full-filled. Not all products are available in all sizes.

DURETHANE® DTM Urethane Mastic

TINTING AND BASE INFORMATION

- 95-3300 Neutral Base up to 18 fl. oz.
95-3301 White Base up to 8.0 fl. oz.
95-339 Component B*
95-3302 Yellow Base up to 14 oz.
95-3303 Red Base up to 14 oz.
95-3314 Black*

*Do not tint.

Use formulas from the DURETHANE® DTM section of the formula book. Use only PERFORMACOLOR® 4257 line colorants.

PRODUCT DATA

- GLOSS: 85 minimum (60° meter)
VOC: 2.01 lbs./gal. (241 g/L)
COVERAGE: 261 sq. ft./gal. @ 4 mils (24.2 sq. m/3.78L)
Note: Coverage does not include loss due to varying application method, surface profile or mixing.
DFT: 3.0 minimum to 5.0 maximum mils
WEIGHT/GALLON*: 11.3 lbs. +/- 0.3 lbs. (136 g)
VOLUME SOLIDS*: 65.2% +/-2%
WEIGHT SOLIDS*: 74.3% +/-2%
FILM THICKNESS:
Dry Mil*: 3.0 to 5.0
Dry Microns: 76.2 to 127
Wet Mil*: 4.6 to 7.7
Wet Microns: 116.8 to 195.6
MIX RATIO: 5 parts Comp. A to 1 part Comp. B
Results will vary by color, thinning and other additives.
*Product data calculated on mixed product 95-3301 mixed with 95-339.
POT LIFE: 3 hours @ 77°F (25°C)
INDUCTION TIME: None
MAXIMUM IN-SERVICE TEMPERATURE:
Dry Heat: 275°F (135°C)
CLEANUP: 97-727, 97-730, 97-735
FLASH POINT: 95-3300/3301 86°F (30°C)
95-339: 331°F (166°C)

DRYING SCHEDULE

Per ASTM D5895, air dry @ 50% relative humidity.

Drying times listed may vary depending on temperature, humidity, color and air movement.

Table with 4 columns: Temperature (90°F, 77°F, 40°F) and 3 rows: Dry to Touch, Dry Through, Dry to Recoat. Includes 'With 97-722 Accelerator' header.

Table with 4 columns: Temperature (90°F, 77°F, 40°F) and 3 rows: Dry to Touch, Dry Through, Dry to Recoat. Includes 'Without 97-722 Accelerator' header.

DURETHANE® DTM Urethane Mastic

HPC/Industrial Maintenance

GENERAL SURFACE PREPARATION

The service life of the coating is directly related to the surface preparation. The surface to be coated must be dimensionally stable, properly prepared, dry, clean and free of contamination. SSPC-SP2 Hand Tool or SSPC-SP3 Power Tool Cleaning is minimum. For best performance, SSPC-SP6 (NACE #3) Commercial Blast Cleaning is recommended. **WARNING!** If you scrape, sand, or remove old paint, you may release lead dust or fumes. **LEAD IS TOXIC. EXPOSURE TO LEAD DUST OR FUMES CAN CAUSE SERIOUS ILLNESS, SUCH AS BRAIN DAMAGE, ESPECIALLY IN CHILDREN. PREGNANT WOMEN SHOULD ALSO AVOID EXPOSURE.** Wear a properly fitted NIOSH-approved respirator and prevent skin contact to control lead exposure. Clean up carefully with a HEPA vacuum and a wet mop. Before you start, find out how to protect yourself and your family by contacting the USEPA National Lead Information Hotline at 1-800-424-LEAD or log on to www.epa.gov/lead. In Canada contact a regional Health Canada office. Follow these instructions to control exposure to other hazardous substances that may be released during surface preparation.

PREVIOUSLY PAINTED SURFACES: Old coatings should be tested for adhesion of the existing system and lifting by the proposed top-coat.

RECOMMENDED PRIMERS

DURETHANE® DTM Mastic is self-priming. Aggressive environmental conditions or heavily rusted substrates require the use of a primer.

94-109	Epoxy Fast Dry Primer
97-946	All Weather DTR
97-145	PITT-GUARD® DTR
98-46	AQUAPON® WB

LIMITATIONS OF USE

Apply only when air, product and surface temperatures are at least 40°F (4°C) and surface temperature is at least 5°F (3°C) above the dew point. Drying times listed may vary depending on temperature, humidity and air movement. Do not apply material which has been mixed for more than three hours as loss of gloss uniformity will occur. Excess film thickness may lead to air entrapment or pinholing in the film. For Professional Use Only; Not Intended for Household Use.

MIXING AND APPLICATION INFORMATION

Mix Component "A" thoroughly before blending. (If 97-722 Accelerator is used, add it to the "A" Component and mix well prior to the addition of the "B" Component. Add up to 6 oz. of 97-722 per mixed gallon). Add Component "B" to Component "A" and mix well. A mechanical mixer is recommended.

Application Equipment: Changes in application equipment, pressures and/or tip sizes may be required depending on ambient temperatures and application conditions.

Conventional Spray: Fluid Nozzle: DeVilbiss MBC gun with 704 or 777 air cap with E or F tip and needle, or equivalent equipment. Atomization Pressure: 55-70 psi. Fluid Pressure: Can not specify dependent on numerous factors.

Airless Spray: Equipment capable of maintaining a minimum of 2500 psi at the tip without surge. 1500 psi minimum at the tip without surge. Tip size: 0.013" - 0.017" (0.331 - 0.443 mm) orifice. Spray equipment must be handled with due care and in accordance with manufacturer's recommendation. High-pressure injection of coatings into the skin by airless equipment may cause serious injury.

MIXING AND APPLICATION INFORMATION (cont.)

Brush: High Quality Natural Bristle Brush

Roller: High Quality 3/8" nap roller cover with a solvent resistant core.

Thinning: Thinning not normally required. For 2.08 lbs./gal (250 g/L) VOC, thin up to 5% by volume with 97-739 Exempt Thinner. 97-735 can be added up to 5% by volume, for brush, roll or spray application where VOC regulations allow.

Permissible temperatures during application:

Material:	40 to 90°F	4 to 32°C
Ambient:	40 to 100°F	4 to 38°C
Substrate:	40 to 130°F	4 to 54°C

SAFETY

Proper safety procedures should be followed at all times while handling this product. Explosion-proof equipment must be used when coating with these materials in confined areas. Keep containers closed and away from heat, sparks, and flames when not in use. **USE WITH ADEQUATE VENTILATION. KEEP OUT OF REACH OF CHILDREN.** Read all label and Material Safety Data Sheet for important health/safety information prior to use. MSDS are available through our website www.ppghpc.com or by calling 1-800-441-9695.

PPG Architectural Finishes, Inc. believes the technical data presented is currently accurate; however, no guarantee of accuracy, comprehensiveness, or performance is given or implied. Improvements in coatings technology may cause future technical data to vary from what is in this bulletin. For complete, up-to-date technical information, visit our web site or call 1-800-441-9695.



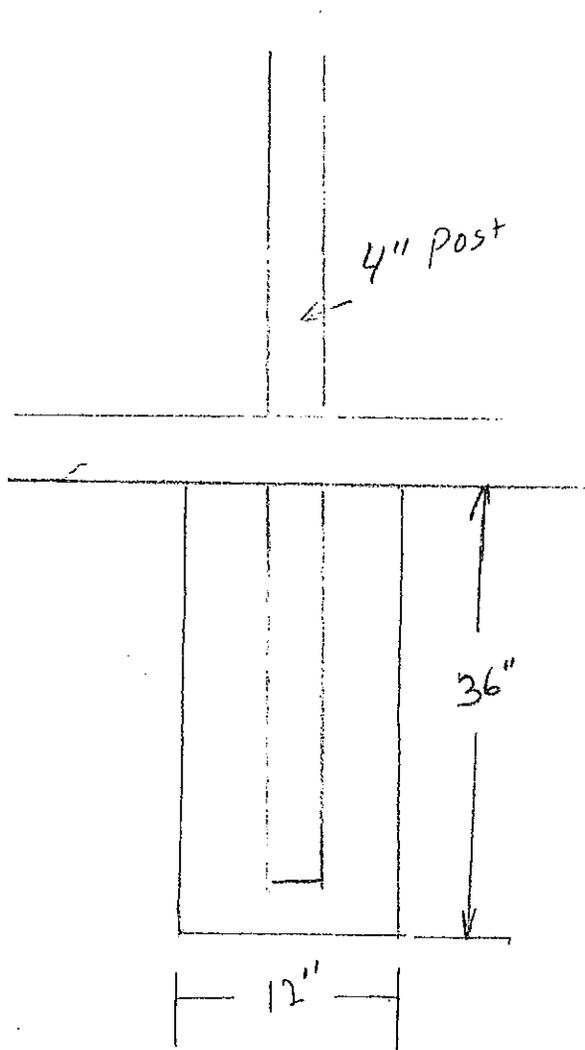
PPG Industries, Inc.
Architectural Coatings
One PPG Place
Pittsburgh, PA 15272
www.ppghpc.com

Technical Services
1-800-441-9695
1-888-807-5123 fax

Architect/Specifier
1-888-PPG-IDEA

PPG Canada, Inc.
Architectural Coatings
4 Kenview Blvd
Brampton, ON L6T 5E4

G10 9/2011
(Supersedes 8/2010)



- .188 - 4" gate post 12" cor
- .120 - 4" corner post 12" core
- .120 - 2 1/2 in line post 8" core
- .095 - 1 1/2 Rail
- .065 - 3/4 pickets

Single Gate Only





HPC/Industrial Maintenance

GENERAL DESCRIPTION

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RECOMMENDED USES

- Aluminum
- Ferrous Metal
- Galvanized Steel
- Masonry, Concrete Stucco, Plaster

FEATURES AND BENEFITS

- Direct-to-Metal Application, including tightly adhering rust
- Low VOC
- Superior gloss and color retention
- Easy to mix and apply by air or airless spray, brush or roller
- Excellent UV stability
- Infinite color capability
- Surpasses Level 3 of SSPC-36 paint specification
- Can earn LEED NC Version 2.2. Credits

PACKAGING

Comp A (95-3300 and 95-3301) are available in 1-Gallon (3.78L) and 5-Gallon (18.9 L) containers.

Comp B (95-339) is available in 1 Quart (946 mL) and 1-Gallon (3.78L) containers.

Not all containers are full-filled. Not all products are available in all sizes.

DURETHANE® DTM Urethane Mastic

TINTING AND BASE INFORMATION

- 95-3300 Neutral Base up to 18 fl. oz.
- 95-3301 White Base up to 8.0 fl. oz.
- 95-339 Component B*
- 95-3302 Yellow Base up to 14 oz.
- 95-3303 Red Base up to 14 oz.
- 95-3314 Black*

*Do not tint.

Use formulas from the DURETHANE® DTM section of the formula book. Use only PERFORMACOLOR® 4257 line colorants.

PRODUCT DATA

- GLOSS:** 85 minimum (60° meter)
- VOC:** 2.01 lbs./gal. (241 g/L)
- COVERAGE:** 261 sq. ft./gal. @ 4 mils (24.2 sq. m/3.78L)
- Note: Coverage does not include loss due to varying application method, surface profile or mixing.
- DFT:** 3.0 minimum to 5.0 maximum mils
- WEIGHT/GALLON*:** 11.3 lbs. +/- 0.3 lbs. (136 g)
- VOLUME SOLIDS*:** 65.2% +/-2%
- WEIGHT SOLIDS*:** 74.3% +/-2%
- FILM THICKNESS:**
- Dry Mil*: 3.0 to 5.0
- Dry Microns: 76.2 to 127
- Wet Mil*: 4.6 to 7.7
- Wet Microns: 116.8 to 195.6
- MIX RATIO:** 5 parts Comp. A to 1 part Comp. B
- Results will vary by color, thinning and other additives.
- *Product data calculated on mixed product 95-3301 mixed with 95-339.
- POT LIFE:** 3 hours @ 77°F (25°C)
- INDUCTION TIME:** None
- MAXIMUM IN-SERVICE TEMPERATURE:**
- Dry Heat: 275°F (135°C)
- CLEANUP:** 97-727, 97-730, 97-735
- FLASH POINT:** 95-3300/3301 86°F (30°C)
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DRYING SCHEDULE

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Drying times listed may vary depending on temperature, humidity, color and air movement.

With 97-722 Accelerator			
	90°F (32°C)	77°F (25°C)	40°F (4.4°C)
Dry to Touch:	<1 hour	<1 hour	1 hour
Dry Through:	<1 hour	<1 hour	4 hours
Dry to Recoat:	When dry through	When dry through	When dry through.

Without 97-722 Accelerator			
	90°F (32°C)	77°F (25°C)	40°F (4.4°C)
Dry to Touch:	1 hour	2 hours	4 hours
Dry Through:	8 hours	8.5 hours	>24 hours
Dry to Recoat:	When dry through	When dry through	When dry through

DURETHANE® DTM Urethane Mastic

HPC/Industrial Maintenance

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Brush: High Quality Natural Bristle Brush

Roller: High Quality 3/8" nap roller cover with a solvent resistant core.

Thinning: Thinning not normally required. For 2.08 lbs./gal (250 g/L) VOC, thin up to 5% by volume with 97-739 Exempt Thinner. 97-735 can be added up to 5% by volume, for brush, roll or spray application where VOC regulations allow.

Permissible temperatures during application:

Material:	40 to 90°F	4 to 32°C
Ambient:	40 to 100°F	4 to 38°C
Substrate:	40 to 130°F	4 to 54°C

SAFETY

Proper safety procedures should be followed at all times while handling this product. Explosion-proof equipment must be used when coating with these materials in confined areas. Keep containers closed and away from heat, sparks, and flames when not in use. **USE WITH ADEQUATE VENTILATION. KEEP OUT OF REACH OF CHILDREN.** Read all label and Material Safety Data Sheet for important health/safety information prior to use. MSDS are available through our website www.ppghpc.com or by calling 1-800-441-9695.

PPG Architectural Finishes, Inc. believes the technical data presented is currently accurate; however, no guarantee of accuracy, comprehensiveness, or performance is given or implied. Improvements in coatings technology may cause future technical data to vary from what is in this bulletin. For complete, up-to-date technical information, visit our web site or call 1-800-441-9695.



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