

WENTWORTH METAL WORKS
TERMS AND CONDITIONS
1483 67th Street, Emeryville, CA 94608
California License Number 1007306

—————DEFINITIONS

GC/Owner: shall mean the General Contractor and/or the Owner of the property. This shall also include the architect and/or any other authorized decision-making representative of the General Contractor or the Owner. GC/Owner shall also be referred to as “you”.

WMW: shall mean Wentworth Metal Works and include any and all related businesses, including but not limited to Deck-rail.com and Architectural Metal Works. WMW shall also be referred to as “we”.

WMW Standards: shall mean the professional standards set by WMW based on industry standards, best practices, and over 40 years of high-quality professional experience. WMW shall have the final and overriding say on acceptable standards for completion of work.

Time and Materials: shall mean WMW will be paid at a rate of \$150/hour and does not include any costs associated with materials and supplies required to complete the job.

—————INSURANCE

Any special insurance requirements or additional fees related to insurance requirements to include our time are to be paid by the GC/Owner.

—————SPECIAL INSPECTIONS

Any monetary cost related to special inspections that may be required, either at our facility or on site, is the responsibility of the GC/Owner's, including but not limited to building permits and welding inspections, etc..

DAMAGE

Water damage after installation

We are installing bolts and penetrating surfaces per the architect's design and requirements. We are not a waterproofing company and though we will make our best efforts to seal all penetrations during the installation, we cannot be responsible for anything that has been modified or tampered with after installation and cannot be responsible for any water damage if the spec was followed and a water proofing company was not brought in behind us.

Damage to work area

We are not liable for minor damages to surrounding work area. It is the GC/Owners responsibility to secure and protect the surrounding work area prior to starting work. GC/Owner is responsible for protecting our work from damage by others after installation. GC/Owner needs to provide onsite parking through the duration of installation.

QUALITY EXPECTATIONS

Steel

We are following the [American Steel Standards](#). Steel plate will come with a protective scale on both faces. Once we have cut the steel either by laser, water, or torch cutting, we will do clean up and edge work. If the parts are to receive any weldments, these areas will require grinding and blending, which can be time consuming depending on the quality level of finish you require. Because this quality is so subjective, specific finish work beyond WMW standards can be provided for on a time and materials basis. Further, there are seams, joints, and extrusion lines that are inherent in the production process, and these blemishes or marks in the metal cannot be removed. We are not responsible for them or the cost incurred for removing them. The particulars of the above may not be revealed until far into the submittal process requiring that a provision be allowed for adjustments in the final costs.

Stainless

316 stainless steel is the highest commercially available grade stainless on the market, standard is 304. 304 should be used in non-marine environment and 316 in wet and salty environment. Stainless steel is highly corrosion resistant. However, stainless steel is not stain-proof steel and in certain climate conditions it could discolor, tarnish, rust, “tea stain”, etc. The good news is that it is treatable and cleanable unlike carbon steel and we do include one final cleaning at the end of installation. If we have to come back to clean it again, it will be at the owner's expense, on a time and material basis.

Anodized aluminum

Anodized aluminum installed meets the industry standard and cannot be otherwise rejected unless it does not meet the industry standard. We are following the [AAMA 611 Class 1 specification](#).

Paint & powder coatings

Paint and powder coated aluminum meets the industry standard and cannot be otherwise rejected unless it does not meet the industry standard. We are following [AAMA Specifications for Painting Architectural Aluminum](#).

Wood Cap Rails

Due to its lack of durability we do not recommend wood cap rails and are not responsible for its condition after installation. We highly recommend a metal rail cap and as of June 1, 2021 we no longer install wood cap rails on any of our rail systems. If you decide to move forward with a wood cap rail, we will provide you with our stock hardwood

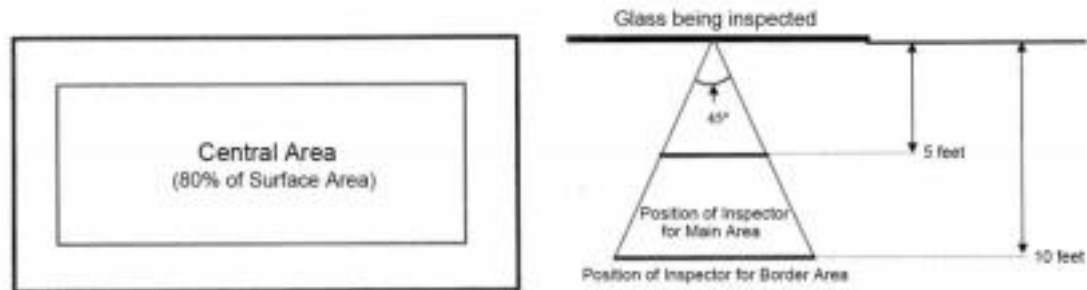
handrails shapes for you to install if you wish. The wood is included in the base price quoted. Our stock shapes use Sapele, which is an African Mahogany wood. For guardrails the shape is 1-1/4" x 3". For stair handrails it is 1" x 2-1/8". For glass it is 1-1/2" square profile. All wood caps are made to fit over and conceal the aluminum sub channel or sit on the glass. See section details on our spec page.

Glass Standards:

Glass installation can only be rejected if any defects meet with allowable industry standards. ASTM International (American Society for Testing & Materials) is the basis for understanding glass and coating quality, allowable defects, and visual inspection criteria. We (and our glass manufacturer/supplier) are following the industry standards of ASTM C 1036-16 “standard specification for flat glass”.

Understanding ASTM inspection criteria is necessary because it outlines things such as inspection distance, lighting requirements, inspections times etc. Below are some ASTM visual inspection criteria:

- Glass shall be inspected in the central (see illustration and categories below) area in transmission at a distance of 5 feet from the observer, and in reflection at a distance of 10 feet from the observer.
- Glass shall be inspected in the border area in transmission and reflection at a distance of 10 ft from the observer.
- Glass must be inspected using a viewing angle of 90 degrees from the glass with suitable background light (daylight without direct sunlight or a range of 500 – 1000 foot lamberts.) If a lighting box is used as a light source, the diffusing plate shall be parallel to and at a distance of 10 ft from the glass.
- Inspection should not exceed viewing of more than 5 seconds for lites up to 6 square feet, 10 seconds for lites up to 35 sq ft, and 20 seconds for lites larger than 35 square feet, either in transmission or reflection.
- If defects are visible beyond what is allowable as listed by sizes (square feet) below using the inspection criteria, the glass may be rejected.



Glass Allowable Defects

1) Single (individual) lites up to 6 square feet

- Scratches - Viewable as stated above must be 1" or less. No more than 1 is allowed per lite.
- Debris, Dirt, Spots - Viewable as stated above, must be 1/16" or less. No more than 1 is allowed per lite.
- Seeds, Bubbles, Knots, Stones - Viewable as stated above, must be 1/16" or less. No more than 1 is allowed per lite.
- No more than 1 total viewable defect as described above is allowed per lite.
- Shells - No more than 1/4" from edge less than 1/2 the thickness of the lite. No more than 1 per side.
- Chips - No more than 1/8" from the edge. No more than 1 per side.
- Coating - Must be uniform on the lite inspected when viewed in transmission using the inspection criteria previously stated above.
- The border area is comprised of 2 inches plus 1/2" from each edge of the lite. All other area is central area.

2) Single (individual) lites 6 to 35 square feet

- Scratches - Viewable as stated above must be 1" or less. No more than 2 are allowed per lite and must be separated by a minimum of 24 inches.
- Debris, Dirt, Spots – Viewable as stated above, must be 1/16" or less. No more than 2 are allowed per lite and must be separated by a minimum of 24 inches.
- Seeds, Bubbles, Knots, Stones – Viewable as stated above, must be 1/16" or less. No more than 2 are allowed per lite and must be separated by a minimum of 24 inches.
- No more than 2 total viewable defects as described above are allowed per lite.
- Shells – No more than 1/4" from edge less than 1/2 the thickness of the lite. No more than 1 per side.
- Chips – No more than 1/8" from the edge. No more than 1 per side.
- Coating – Must be uniform on the lite inspected when viewed in transmission using the inspection criteria previously stated above.
- The border area is comprised of 4 inches plus 1/2" from each edge of the lite. All other area is central area.

3) Single (individual) lites over 35 square feet

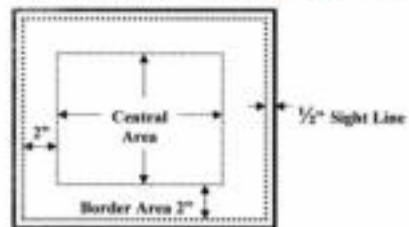
- Scratches – Viewable as stated above, must be 1" or less. No more than 3 are allowed per lite and must be separated by a minimum of 24 inches.
- Debris, Dirt, Spots – Viewable as stated above, must be 1/16" or less. No more than 3 are allowed per lite and must be separated by a minimum of 24 inches.
- Seeds, Bubbles, Knots, Stones – Viewable as stated above, must be 1/16" or less. No more than 3 are allowed per lite and must be separated by a minimum of 24

inches.

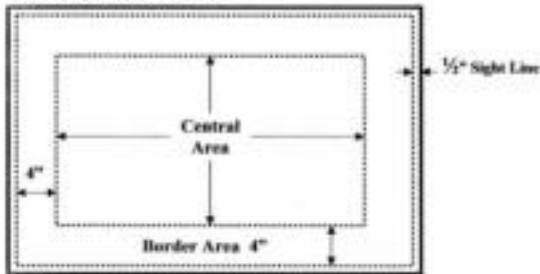
- No more than 3 total viewable defects as described above are allowed per lite.
- Shells – No more than $\frac{1}{4}$ " from edge less than $\frac{1}{2}$ the thickness of the lite. No more than 1 per side.
- Chips – No more than $\frac{1}{8}$ " from the edge. No more than 1 per side.
- Coating – Must be uniform on the lite inspected when viewed in transmission using the inspection criteria previously stated above.
- The border area is comprised of 6 inches plus $\frac{1}{2}$ " from each edge of the lite. All other area is central area.

Allowable Defects Visual Aid

Lites up to 6 square feet: Only **one** defects per lite allowed:

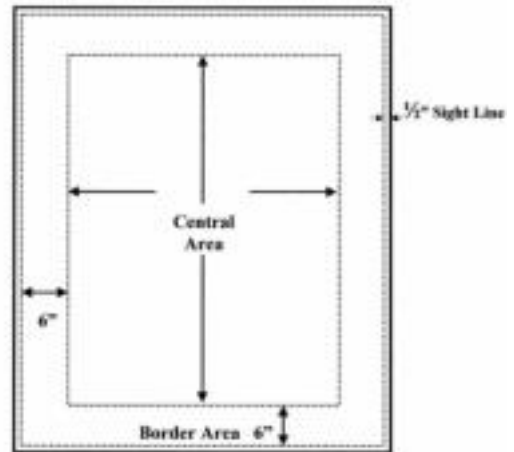


Lites 6 to 35 square feet:



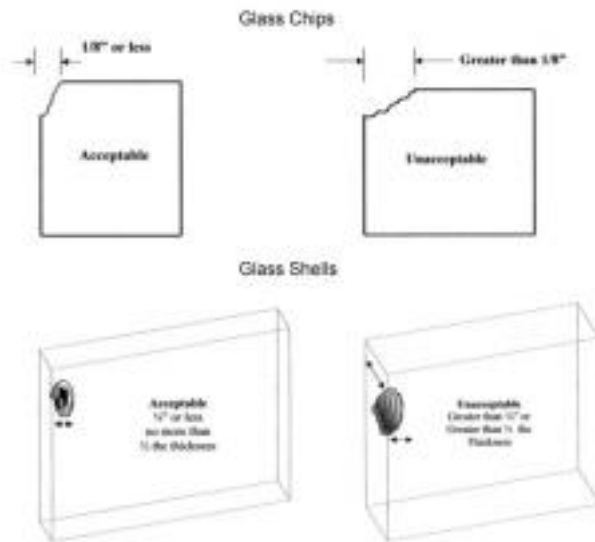
Only **two** defects per lite allowed

Lites greater than 35 square feet:



Only **three** defects per lite allowed

Understanding Glass Chips and Shells



If the client wants a panel of glass replaced because of a blemish that is allowable by the industry standard but not up to the clients' satisfaction, the piece of glass can be replaced at owners' expense on time and materials, if time permits based on our schedule. At no time will WMW pay for glass or labor to switch a piece of glass unless the glass manufacturer approves of a defect and pays for the replacement piece of glass. In that case WMW will remove and replace at our expense.

Glass Installations

WMW has, at their whole discretion, the final say on how glass is positioned, i.e. related to spaces between glass and glass installation will meet WMW standards.

Base Shoe Glass

The base shoe railing system requires a minimum thickness of 1/2" clear tempered glass.

Due to building code requirements, glass can be spaced from code compliance dimensions of not more than 4" clear space and/or down to our minimal allowable space of 1". We recommend, and will show on our standard shop drawings a 1-1/2" minimum space between panes of glass typically, with a 3" clear space at ends of glass where they end at a wall. At ninety-degree turns in glass we recommend the same 1-1/2" space as shown on our typical standards for glass spacing.

Where glass is installed for transitional conditions, typically related to stairs or ramps, glass spaces are configured as shown as they need to be spaced in a manner that the 1-1/2" top rail cap will transition seamlessly. In these situations, there is no choice on how the glass is installed. These WMW standards are our guidelines and regardless of what may be shown or specified by architects, or others, WMW has the overriding say on what an acceptable spacing is.

This controlling factor is due to allowable dimensional differences within the glass manufacturers tolerances and site conditions. Adjustments or replacement of glass after they are

installed can only be replaced at the owner's expense, on a time and material basis, if time permits based on our schedule.

Glasslock Glass

—————The Glasslock railing system requires 3/8" clear tempered glass. The way the glass is configured is different than the base shoe. The post next to the end of the run by the house is set 7" to center away from the wall leaving the glass hanging out four inches with a 2 inch clear space at the wall. That is the typical detail. At the corners the posts are spaced 12" each way away from the center of corner with the glass cantilevering out to where it is kitty corner to each other with a 1-1/2" minimum space between the two pieces of glass.

ADDITIONAL WORK AND REFUNDABLE RETAINER

Change Order: During construction, should the GC/Owner request any changes to the contract a change order will be required and the contract price and payment schedule will be updated accordingly.

Refundable Retainer: Upon signature of the contract, a refundable retainer is required in the amount of Five Thousand Dollars (\$5,000) or Ten Percent (10%) of the contract, whichever is greater. This fee is added on top of the contract base price and will be held by WMW until the Owner has moved in and signed off on completion of the job. Any work that is not considered a Change Order and requires additional labor, time or materials from WMW will be deducted from the refundable retainer. These expenses may derive from the GC/Owner, architect or a subcontractor. If a situation arises that will incur an added expense WMW will notify the appropriate parties that a charge is forthcoming and you will have an opportunity to decide whether to move forward with the additional work, to be deducted from the retainer. Examples of such work include, but are not limited to: additional sign off requirements of work by the GC/Owner resulting in delay of work; requests that go beyond WMW standards.

This includes the jobsite not being ready for us but stating they are. If we get notice that the jobsite is ready for us to start working onsite from the GC/owner/decision maker and the jobsite is in fact not ready, we will back charge for either a full or half day.

Once the job is complete and the owner has signed off, we will refund the retainer to you, less any charges incurred.

Initial here to indicate you have read and agree to **ADDITIONAL WORK AND REFUNDABLE RETAINER:**

By signing, you confirm that you have read, understand and agree to the terms and conditions listed above. If you are signing on behalf of a company, you are certifying that you are an authorized signer.

Name:

Company:

Signature: