

**AGREEMENT FOR PROJECT SERVICES
BETWEEN THE CITY OF REDONDO BEACH
AND SOUTH COAST PAINTING, INC.**

THIS AGREEMENT FOR PROJECT SERVICES (this "Agreement") is made between the City of Redondo Beach, a chartered municipal corporation ("City") and South Coast Painting, Inc., a California corporation ("Contractor" or "Consultant").

The parties hereby agree as follows:

- A. Description of Project or Scope of Services. The project description or scope of services to be provided by Contractor, and any corresponding responsibilities of City or services required to be performed by City are set forth in Exhibit "A".
- B. Term and Time of Completion. Contractor shall commence and complete the project or services described in Exhibit "A" in accordance with the schedule set forth in Exhibit "B".
- C. Compensation. City agrees to pay Contractor for work performed in accordance with Exhibit "C".

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GENERAL PROVISIONS

- 1. Independent Contractor. Contractor acknowledges, represents and warrants that Contractor is not a regular or temporary employee, officer, agent, joint venturer or partner of the City, but rather an independent contractor. This Agreement shall not be construed as a contract of employment. Contractor shall have no rights to any benefits which accrue to City employees unless otherwise expressly provided in this Agreement. Due to the independent contractor relationship created by this Agreement, the City shall not withhold state or federal income taxes, the reporting of which shall be Contractor's sole responsibility.
- 2. Brokers. Contractor acknowledges, represents and warrants that Contractor has not hired, retained or agreed to pay any entity or person any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.
- 3. City Property. All plans, drawings, reports, calculations, data, specifications, videos, graphics or other materials prepared for or obtained pursuant to this Agreement shall upon request be delivered to the City within a reasonable time, and the rights thereto shall be deemed assigned to the City. If applicable, Contractor shall prepare check prints upon request. Said plans, drawings, reports, calculations, data, specifications, videos, graphics or other materials shall be specific for the project herein and shall not be used by the City for any

other project without Contractor's consent. Notwithstanding the foregoing, Contractor shall not be obligated to assign any proprietary software or data developed by or at the direction of Contractor for Contractor's own use; provided, however, that Contractor shall, pursuant to Paragraph 14 below, indemnify, defend and hold the City harmless from and against any discovery or Public Records Act request seeking the disclosure of any such proprietary software or data.

4. Inspection. If the services set forth in Exhibit "A" shall be performed on City or other public property, the City shall have the right to inspect such work without notice. If such services shall not be performed on City or other public property, the City shall have the right to inspect such work upon reasonable notice. Inspections by the City shall not relieve or minimize the responsibility of Contractor to conduct any inspections Contractor has agreed to perform pursuant to the terms of this Agreement. Contractor shall be solely liable for said inspections performed by Contractor. Contractor shall certify in writing to the City as to the completeness and accuracy of each inspection required to be conducted by Contractor hereunder.
5. Services. The project or services set forth in Exhibit "A" shall be performed to the full satisfaction and approval of the City. In the event that the project or services set forth in Exhibit "A" are itemized by price in Exhibit "C", the City in its sole discretion may, upon notice to Contractor, delete certain items or services set forth in Exhibit "A", in which case there shall be a corresponding reduction in the amount of compensation paid to Contractor. City shall furnish Contractor, to the extent available, with any City standards, details, specifications and regulations applicable to the Project and necessary for the performance of Contractor's services hereunder. Notwithstanding the foregoing, any and all additional data necessary for design shall be the responsibility of Contractor.
6. Records. Contractor, including any of its subcontractors, shall maintain full and complete documents and records, including accounting records, employee time sheets, work papers, and correspondence pertaining to the project or services set forth in Exhibit "A". Contractor, including any of its subcontractors, shall make such documents and records available for City review or audit upon request and reasonable notice, and shall keep such documents and records, for at least four (4) years after Contractor's completion of performance of this Agreement. Copies of all pertinent reports and correspondence shall be furnished to the City for its files.
7. Changes and Extra Work. All changes and/or extra work under this Agreement shall be performed and paid for in accordance with the following:

Only the City Council, City Manager, or the Department Head responsible for the administration of, or supervision of the scope of work under, this Agreement may authorize extra and/or changed work. Contractor expressly recognizes that other

City personnel are without authorization to either order extra and/or changed work or waive contract requirements. Failure of Contractor to secure the written authorization for such extra and/or changed work shall constitute a waiver of any and all right to adjustment in contract price due to such unauthorized work and Contractor thereafter shall be entitled to no compensation whatsoever for performance of such work.

If Contractor is of the opinion that any work which Contractor has been directed to perform is beyond the scope of this Agreement and constitutes extra work, Contractor shall promptly notify the City of the fact. The City shall make a determination as to whether or not such work is, in fact, beyond the scope of this Agreement and constitutes extra work. In the event that the City determines that such work does constitute extra work, City shall provide extra compensation to Contractor on a fair and equitable basis. A written amendment providing for such compensation for extra work shall be executed by Contractor and the City.

8. Additional Assistance. If this Agreement requires Contractor to prepare plans and specifications, Contractor shall provide assistance as necessary to resolve any questions regarding such plans and specifications that may arise during the period of advertising for bids, and Contractor shall issue any necessary addenda to the plans and specifications as requested. In the event Contractor is of the opinion that City's requests for addenda and assistance is outside the scope of normal services, the parties shall proceed in accordance with the changes and extra work provisions of this Agreement.
9. Professional Ability. Contractor acknowledges, represents and warrants that Contractor is skilled and able to competently provide the services hereunder, and possesses all professional licenses, certifications, and approvals necessary to engage in its occupation. City has relied upon the professional ability and training of Contractor as a material inducement to enter into this Agreement. Contractor shall perform in accordance with generally accepted professional practices and standards of Contractor's profession.
10. Business License. Contractor shall obtain a Redondo Beach Business License before performing any services required under this Agreement. The failure to so obtain such license shall be a material breach of this Agreement and grounds for immediate termination by City; provided, however, that City may waive the business license requirement in writing under unusual circumstances without necessitating any modification of this Agreement to reflect such waiver.
11. Termination Without Default. Notwithstanding any provision herein to the contrary, the City may, in its sole and absolute discretion and without cause, terminate this Agreement at any time prior to completion by Contractor of the project or services hereunder, immediately upon written notice to Contractor. In the event of any such termination, Contractor shall be compensated for: (1) all authorized work satisfactorily performed prior to the effective date of termination;

and (2) necessary materials or services of others ordered by Contractor for this Agreement prior to Contractor's receipt of notice of termination, irrespective of whether such materials or services of others have actually been delivered, and further provided that Contractor is not able to cancel such orders. Compensation for Contractor in such event shall be determined by the City in accordance with the percentage of the project or services completed by Contractor; and all of Contractor's finished or unfinished work product through the time of the City's last payment shall be transferred and assigned to the City. In conjunction with any termination of this Agreement, the City may, at its own expense, make copies or extract information from any notes, sketches, computations, drawings, and specifications or other data, whether complete or not.

12. Termination in the Event of Default. Should Contractor fail to perform any of its obligations hereunder, within the time and in the manner provided or otherwise violate any of the terms of this Agreement, the City may immediately terminate this Agreement by giving written notice of such termination, stating the reasons for such termination. Contractor shall be compensated as provided immediately above, provided, however, there shall be deducted from such amount the amount of damages, if any, sustained by the City by virtue of Contractor's breach of this Agreement.
13. Conflict of Interest. Contractor acknowledges, represents and warrants that Contractor shall avoid all conflicts of interest (as defined under any federal, state or local statute, rule or regulation, or at common law) with respect to this Agreement. Contractor further acknowledges, represents and warrants that Contractor has no business relationship or arrangement of any kind with any City official or employee with respect to this Agreement. Contractor acknowledges that in the event that Contractor shall be found by any judicial or administrative body to have any conflict of interest (as defined above) with respect to this Agreement, all consideration received under this Agreement shall be forfeited and returned to City forthwith. This provision shall survive the termination of this Agreement for one (1) year.
14. Indemnity. To the maximum extent permitted by law, Contractor hereby agrees, at its sole cost and expense, to defend protect, indemnify, and hold harmless the City, its elected and appointed officials, officers, employees, volunteers, attorneys, and agents (collectively "Indemnitees") from and against any and all claims, including, without limitation, claims for bodily injury, death or damage to property, demands, charges, obligations, damages, causes of action, proceedings, suits, losses, stop payment notices, judgments, fines, liens, penalties, liabilities, costs and expenses of every kind and nature whatsoever, in any manner arising out of, incident to, related to, in connection with or arising from any act, failure to act, error or omission of Contractor's performance or work hereunder (including any of its officers, agents, employees, Subcontractors) or its failure to comply with any of its obligations contained in the Agreement, or its failure to comply with any current or prospective law, except for such loss or

damage which was caused by the sole negligence or willful misconduct of the City. Notwithstanding the foregoing, nothing in this Section 14 shall be construed to encompass Indemnitees' active negligence to the limited extent that this Agreement is subject to Civil Code Section 2782(b). Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Contractor or Indemnitees. This indemnification obligation shall survive this Agreement and shall not be limited by any term of any insurance policy required under this Agreement.

- a. Nonwaiver of Rights. Indemnitees do not and shall not waive any rights that they may possess against Contractor because the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement.
 - b. Waiver of Right of Subrogation. Contractor, on behalf of itself and all parties claiming under or through it, hereby waives all rights of subrogation and contribution against the Indemnitees.
15. Insurance. Contractor shall comply with the requirements set forth in Exhibit "D." Insurance requirements that are waived by the City's Risk Manager do not require amendments or revisions to this Agreement.
16. Non-Liability of Officials and Employees of the City. No official or employee of the City shall be personally liable for any default or liability under this Agreement.
17. Compliance with Laws. Contractor shall comply with all federal, state and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals, with respect to this Agreement, including without limitation all environmental laws, employment laws, and non-discrimination laws.
 - a. Acknowledgement. Contractor acknowledges that eight (8) hours labor constitutes a legal day's work. Contractor shall comply with and be bound by Labor Code Section 1810. Contractor shall comply with and be bound by the provisions of Labor Code Section 1813 concerning penalties for workers who work excess hours. Contractor shall, as a penalty to the City, forfeit twenty-five dollars (\$25) for each worker employed in the performance of this Agreement by the Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one (1) calendar day and forty (40) hours in any one calendar week. Pursuant to Labor Code section 1815, work performed by employees of Contractor in excess of 8 hours per day, and 40 hours during any one week shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than 1 1/2 times the basic rate of pay. For every subcontractor who will perform work on the project, Contractor shall be responsible for such subcontractor's compliance with Labor Code Sections

1810, 1813 and 1815, and Contractor shall include in the written contract between it and each subcontractor copies of Labor Code Sections 1810, 1813 and 1815 and a requirement that each subcontractor shall comply with these aforementioned sections. Contractor shall be required to take all actions necessary to enforce such contractual provisions and ensure subcontractor's compliance, including without limitation, conducting a periodic review of the certified payroll records of the subcontractor and upon becoming aware of the failure of the subcontractor comply with Labor Code Sections 1810, 1813 and 1815, Contractor shall diligently take corrective action to halt or rectify the failure.

- b. Prevailing Wages. City and Contractor acknowledge that this project is a public work to which prevailing wages apply. Contractor shall comply with the Agreement to Comply with California Labor Law Requirements set forth in Exhibit "E", which is attached hereto and incorporated by reference.
18. Limitations upon Subcontracting and Assignment. Contractor acknowledges that the services which Contractor shall provide under this Agreement are unique, personal services which, except as otherwise provided herein, Contractor shall not assign or sublet to any other party without the prior written approval of City, which approval may be withheld in the City's sole and absolute discretion. In the event that the City, in writing, approves any assignment or subletting of this Agreement or the retention of subcontractors by Contractor, Contractor shall provide to the City upon request copies of each and every subcontract prior to the execution thereof by Contractor and subcontractor. Any attempt by Contractor to assign any or all of its rights under this Agreement without first obtaining the City's prior written consent shall constitute a material default under this Agreement.

The sale, assignment, transfer or other disposition, on a cumulative basis, of twenty-five percent (25%) or more of the ownership interest in Contractor or twenty-five percent (25%) or more the voting control of Contractor (whether Contractor is a corporation, limited liability company, partnership, joint venture or otherwise) shall constitute an assignment for purposes of this Agreement. Further, the involvement of Contractor or its assets in any transaction or series of transactions (by way of merger, sale, acquisition, financing, transfer, leveraged buyout or otherwise), whether or not a formal assignment or hypothecation of this Agreement or Contractor's assets occurs, which reduces Contractor's assets or net worth by twenty-five percent (25%) or more shall also constitute an assignment for purposes of this Agreement.

19. Subcontractors. Contractor shall provide properly skilled professional and technical personnel to perform any approved subcontracting duties. Contractor shall not engage the services of any person or persons now employed by the City without the prior written approval of City, which approval may be withheld in the City's sole and absolute discretion.

20. Integration. This Agreement constitutes the entire agreement between the parties concerning the subject matter hereof and supersedes any previous oral or written agreement; provided, however, that correspondence or documents exchanged between Contractor and City may be used to assist in the interpretation of the exhibits to this Agreement.
21. Amendment. This Agreement may be amended or modified only by a subsequent written amendment executed by both parties.
22. Conflicting Provisions. In the event of a conflict between the terms and conditions of this Agreement and those of any exhibit or attachment hereto, this Agreement proper shall prevail. In the event of a conflict between the terms and conditions of any two or more exhibits or attachments hereto, those prepared by the City shall prevail over those prepared by Contractor.
23. Non-Exclusivity. Notwithstanding any provision herein to the contrary, the services provided by Contractor hereunder shall be non-exclusive, and City reserves the right to employ other contractors in connection with the project.
24. Exhibits. All exhibits hereto are made a part hereof and incorporated herein by reference; provided, however, that any language in Exhibit "A" which does not pertain to the project description, proposal, or scope of services (as applicable) to be provided by Contractor, or any corresponding responsibilities of City, shall be deemed extraneous to, and not a part of, this Agreement.
25. Time of Essence. Time is of the essence of this Agreement.
26. Confidentiality. To the extent permissible under law, Contractor shall keep confidential its obligations hereunder and the information acquired during the performance of the project or services hereunder.
27. Third Parties. Nothing herein shall be interpreted as creating any rights or benefits in any third parties. For purposes hereof, transferees or assignees as permitted under this Agreement shall not be considered "third parties."
28. Governing Law and Venue. This Agreement shall be construed in accordance with the laws of the State of California without regard to principles of conflicts of law. Venue for any litigation or other action arising hereunder shall reside exclusively in the Superior Court of the County of Los Angeles, Southwest Judicial District.
29. Attorneys' Fees. In the event either party to this Agreement brings any action to enforce or interpret this Agreement, the prevailing party in such action shall be entitled to reasonable attorneys' fees (including expert witness fees) and costs. This provision shall survive the termination of this Agreement.

30. Claims. Any claim by Contractor against City hereunder shall be subject to Government Code §§ 800 *et seq.* The claims presentation provisions of said Act are hereby modified such that the presentation of all claims hereunder to the City shall be waived if not made within six (6) months after accrual of the cause of action.
31. Interpretation. Contractor acknowledges that it has had ample opportunity to seek legal advice with respect to the negotiation of this Agreement. This Agreement shall be interpreted as if drafted by both parties.
32. Warranty. In the event that any product shall be provided to the City as part of this Agreement, Contractor warrants as follows: Contractor possesses good title to the product and the right to transfer the product to City; the product shall be delivered to the City free from any security interest or other lien; the product meets all specifications contained herein; the product shall be free from material defects in materials and workmanship under normal use for a period of one (1) year from the date of delivery; and the product shall be fit for its intended purpose(s). Notwithstanding the foregoing, consumable and maintenance items (such as light bulbs and batteries) shall be warranted for a period of thirty (30) days from the date of delivery. All repairs during the warranty period shall be promptly performed by Contractor, at Contractor's expense, including shipping. Contractor shall not be liable under this warranty for an amount greater than the amount set forth in Exhibit "C" hereto.
33. Severance. Any provision of this Agreement that is found invalid or unenforceable shall be deemed severed and all remaining provisions of this Agreement shall remain enforceable to the fullest extent permitted by law.
34. Authority. City warrants and represents that upon City Council approval, the Mayor of the City of Redondo Beach is duly authorized to enter into and execute this Agreement on behalf of City. The party signing on behalf of Contractor warrants and represents that he or she is duly authorized to enter into and execute this Agreement on behalf of Contractor, and shall be personally liable to City if he or she is not duly authorized to enter into and execute this Agreement on behalf of Contractor.
35. Waiver. The waiver by the City of any breach of any term or provision of this Agreement shall not be construed as a waiver of any subsequent breach.

SIGNATURES FOLLOW ON NEXT PAGE

IN WITNESS WHEREOF, the parties have executed this Agreement in Redondo Beach, California, as of this 19th day of September, 2023.

CITY OF REDONDO BEACH,
a chartered municipal corporation

SOUTH COAST PAINTING, INC.,
a California corporation

William C. Brand, Mayor

By: _____
Name: _____
Title: _____

ATTEST:

APPROVED:

Eleanor Manzano, City Clerk

Diane Strickfaden, Risk Manager

APPROVED AS TO FORM:

Michael W. Webb, City Attorney

EXHIBIT "A"

SCOPE OF SERVICES

Contractor shall re-paint all exterior surfaces of the City's Aviation Gymnasium, including all surfaces, trim, doors, vents, railings, and canopies. All materials, equipment, labor, and expertise shall be included in this scope of work. All painting services shall comply with the attached "Dunn-Edwards Exterior Master Specifications."

DUNN-EDWARDS EXTERIOR MASTER SPECIFICATIONS

SECTION 099113

MAINTENANCE EXTERIOR PAINTING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes surface preparation and the application of paint systems on exterior substrates listed in part, 3.6 Exterior Painting Schedule.
- B. Related Requirements:
 - 1. Section 051200 "Structural Steel Framing" for shop priming of metal substrates with primers specified in this Section.
 - 2. Section 099123 "Interior Painting" for surface preparation and the application of paint systems on interior substrates.
 - 3. Section 099300 "Staining and Transparent Finishing" for surface preparation and the application of wood stains and transparent finishes on exterior wood substrates.
 - 4. Section 099600 "High-Performance Coatings" for special-use coatings.

1.3 DEFINITIONS

- A. Gloss Level 1: Not more than 5 units at 60 degrees and 10 units at 85 degrees, according to ASTM D 523.
- B. Gloss Level 2: Not more than 10 units at 60 degrees and 35 units at 85 degrees, according to ASTM D 523
- C. Gloss Level 3: 10 to 25 units at 60 degrees and 10 to 35 units at 85 degrees, according to ASTM D 523.
- D. Gloss Level 4: 20 to 35 units at 60 degrees and not less than 35 units at 85 degrees, according to ASTM D 523.
- E. Gloss Level 5: 35 to 70 units at 60 degrees, according to ASTM D 523.
- F. Gloss Level 6: 70 to 85 units at 60 degrees, according to ASTM D 523.
- G. Gloss Level 7: More than 85 units at 60 degrees, according to ASTM D 523.
- H. EG: Ethylene Glycol. Ethylene glycol is listed as a hazardous air pollutant (HAP) by the U.S.

DUNN-EDWARDS EXTERIOR MASTER SPECIFICATIONS

EPA.

- I. Blocking: Two painted surfaces sticking together such as a painted door sticking to a painted jamb.
 - J. RAVOC: Reactivity adjusted VOC 'Reactivity' means the ability of a VOC to promote ozone formation.
 - K. PDCA: Painting & Decorating Contractors of America www.pdca.org
 - L. SSPC: Scopes of SSPC Surface Preparation Standards and Specifications. www.sspc.org.
 - M. Green Wise: Green Wise products are tested in an ISO accredited laboratory to meet environmentally determined performance standards established by Coatings Research Group, Inc.
 - N. Dunn-Edwards Conformance Chart: [DE CONFORMANCE TABLE](#)
 - O. Owner shall mean "City".
 - P. Project Manager shall mean "Contractor".
- 1.4 ACTION SUBMITTALS
- A. Product Data: For each type of product. Include preparation requirements and application instructions.
 - B. Samples for Initial Selection: For each type of topcoat product.
 - C. Samples for Verification: For each type of paint system and each color and gloss of topcoat.
 - 1. Submit Samples on rigid backing, no smaller than 7 inches by 10 inches (177.8 mm by 254 mm) or larger than 8.5 inches by 11 inches (215.9 mm by 279.4 mm).
 - 2. Label each Sample for project, architect, general contractor, painting contractor, paint color name and number, paint brand name, "P" number if applicable, and application area.
 - D. Product List: For each product indicated, include the following:
 - 1. Cross-reference to paint system and locations of application areas. Use same designations indicated on Drawings and in schedules.
 - 2. VOC content.

1.5 MAINTENANCE MATERIAL SUBMITTALS

- A. Furnish extra materials that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.

DUNN-EDWARDS EXTERIOR MASTER SPECIFICATIONS

1. Paint: Provide not less than 1 gal. (3.8 L) of each material and color applied.

1.6 QUALITY ASSURANCE

- A. Mockups: Apply mockups of each paint system indicated and each color and finish selected to verify preliminary selections made under Sample submittals and to demonstrate aesthetic effects and set quality standards for materials and execution.
 1. Project Manager will select one surface to represent surfaces and conditions for application of each paint system specified in Part 3.
 - a. Vertical and Horizontal Surfaces: Provide samples of at least 100 sq. ft. (9 sq. m).
 - b. Other Items: Architect will designate items or areas required.
 2. Final approval of color selections will be based on mockups.
 - a. If preliminary color selections are not approved, apply additional mockups of additional colors selected by Project Manager at no added cost to Owner.
 3. Approval of mockups does not constitute approval of deviations from the Contract Documents contained in mockups unless Project Manager specifically approves such deviations in writing.
 4. Subject to compliance with requirements, approved mockups may become part of the completed Work if undisturbed at time of Substantial Completion.

1.7 DELIVERY, STORAGE, AND HANDLING

- A. Store materials not in use in tightly covered containers in well-ventilated areas with ambient temperatures continuously maintained at not less than 45 degrees F (7 degrees C) or more than 120 degrees F (49 degrees C).
 1. Maintain containers in clean condition, free of foreign materials and residue.
 2. Remove rags and waste from storage areas daily.

1.8 FIELD CONDITIONS

- A. Apply paints only when temperature of surfaces to be painted and ambient air temperatures are between 50 and 90 degrees F (10 and 32 degrees C).
- B. Do not apply paints in snow, rain, fog, or mist; when relative humidity exceeds 85 percent; or at temperatures less than 5 degrees F (3 degrees C) above the dew point; or to damp or wet surfaces.
- C. Painting contractor should follow proper painting practices and exercise judgment based on his or her experience and project specific conditions as to when to proceed.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

DUNN-EDWARDS EXTERIOR MASTER SPECIFICATIONS

- A. Basis-of-Design Product: Provide products listed from Dunn-Edwards Corporation

2.2 PAINT, GENERAL

- A. Material Compatibility:

1. Provide materials for use within each paint system that are compatible with one another and substrates indicated, under conditions of service and application as demonstrated by manufacturer, based on testing and field experience.
2. For each coat in a paint system, provide products recommended in writing by manufacturers of topcoat for use in paint system and on substrate indicated.

- B. VOC Content: Provide materials that comply with VOC limits of authorities having jurisdiction.

- C. Colorants: The use of colorants containing hazardous chemicals, such as ethylene glycol, is prohibited.

- D. Colors: As selected by the Project Manager.

1. Indicate a percentage of the surface area that will be painted with deep tones.

2.3 SOURCE QUALITY CONTROL

- A. Testing of Paint Materials: CORB reserves the right to invoke the following procedure:

1. Owner may engage the services of a qualified testing agency to sample paint materials. Contractor will be notified in advance and may be present when samples are taken. If paint materials have already been delivered to Project site, samples may be taken at Project site. Samples will be identified, sealed, and certified by testing agency.
2. Testing agency will perform tests for compliance with product requirements.
3. Project Manager may direct Contractor to stop applying paints if test results show materials being used do not comply with product requirements. Contractor shall remove noncomplying paint materials from Project site, pay for testing, and repaint surfaces painted with rejected materials. Contractor will comply with requirements to use compatible products and systems as described in Paragraph 2.2.A. Contractor will be required to remove rejected materials from previously painted surfaces if, on repainting with complying materials, the two paints are incompatible.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine substrates and conditions, with Applicator present, for compliance with requirements for maximum moisture content and other conditions affecting performance of the Work.
- B. Maximum Moisture Content of Substrates: When measured with an electronic moisture meter as follows:

DUNN-EDWARDS EXTERIOR MASTER SPECIFICATIONS

1. Concrete: 12 percent.
 2. Masonry (Clay and CMU): 12 percent.
 3. Wood: 15 percent.
 4. Portland Cement Plaster: 12 percent.
 5. Gypsum Board: 12 percent.
- C. Portland Cement Plaster Substrates: Verify that plaster is fully cured, including pH testing to determine that alkalinity is within limits established by the manufacturer.
- D. Exterior Gypsum Board Substrates: Verify that finishing compound is sanded smooth.
- E. Verify suitability of substrates, including surface conditions and compatibility with existing finishes and primers.
- F. Proceed with coating application only after unsatisfactory conditions have been corrected.
1. Application of coating indicates acceptance of surfaces and conditions.

3.2 PREPARATION

- A. Comply with manufacturer's written instructions.
- B. Remove hardware, covers, plates, and similar items already in place that are removable and are not to be painted. If removal is impractical or impossible because of size or weight of item, provide surface-applied protection before surface preparation and painting.
1. After completing painting operations, use workers skilled in the trades involved to reinstall items that were removed. Remove surface-applied protection.
- C. Clean substrates of substances that could impair bond of paints, including dust, dirt, oil, grease, and incompatible paints and encapsulants.
1. Remove incompatible primers and re-prime substrate with compatible primers or apply tie coat as required to produce paint systems indicated.
- D. Concrete Substrates: Remove release agents, curing compounds, efflorescence, and chalk. Do not paint surfaces if moisture content or alkalinity of surfaces to be painted exceeds that permitted in manufacturer's written instructions.
- E. Masonry Substrates: Remove efflorescence and chalk. Do not paint surfaces if moisture content or alkalinity of surfaces or mortar joints exceeds that permitted in manufacturer's written instructions.
- F. Steel Substrates: Remove rust, loose mill scale, and shop primer if any. Clean using methods recommended in writing by paint manufacturer.
- G. Shop Primed Steel Substrates: Clean field welds, bolted connections, and abraded areas of shop paint, and paint exposed areas with the same material as used for shop priming to comply with SSPC-PA 1 for touching up shop primed surfaces.

DUNN-EDWARDS EXTERIOR MASTER SPECIFICATIONS

- H. Galvanized Metal Substrates: Remove grease and oil residue from galvanized sheet metal fabricated from coil stock to produce clean, lightly etched surfaces that promote adhesion of subsequently applied paints.
- I. Aluminum Substrates: Remove loose surface oxidation.
- J. Wood Substrates:
 - 1. Scrape and clean knots. Before applying primer, apply coat of knot sealer recommended in writing by topcoat manufacturer for exterior use in paint system indicated.
 - 2. Sand surfaces that will be exposed to view and dust off.
 - 3. Prime edges, ends, faces, undersides, and backsides of wood.
 - 4. After priming, fill holes and imperfections in the finish surfaces with putty or plastic wood filler. Sand smooth when dried.

3.3 APPLICATION

- A. Apply paints according to manufacturer's written instructions.
 - 1. Use applicators and techniques suited for paint and substrate indicated.
 - 2. The number of coats scheduled is the minimum number of coats required. Additional coat(s) shall be applied at no additional cost to the Project Manager, to completely hide base material, provide uniform color, and to produce satisfactory finish results.
 - 3. Apply coatings without thinning except as specifically required by label directions or required by these specifications. In such cases, thinning shall be the minimum reduction permitted.
 - 4. Paint surfaces behind movable items same as similar exposed surfaces. Before final installation, paint surfaces behind permanently fixed items with prime coat only.
 - 5. Paint both sides and edges of exterior doors and entire exposed surface of exterior door frames.
 - 6. Paint entire exposed surface of window frames and sashes.
 - 7. Do not paint over labels of independent testing agencies or equipment name, identification, performance rating, or nomenclature plates.
 - 8. Priming may not be required on items delivered with prime or shop coats, unless otherwise specified. Touch up prime coats applied by others as required ensuring an even primed surface before applying finish coat.
- B. Tint each undercoat to a lighter shade of the finish coat (not to exceed 2 ounces of colorant) to facilitate identification of each coat if multiple coats of same material are to be applied.
- C. If undercoats or other conditions show through topcoat, apply additional coats until cured film has a uniform paint finish, color, and appearance.
- D. Apply paints to produce surface films without cloudiness, spotting, holidays, laps, brush marks, roller tracking, runs, sags, ropiness, or other surface imperfections. Cut in sharp lines and color breaks.
- E. Block Fillers: Provide block fill as scheduled to conform to the following: PDCA Standard P12-05.

DUNN-EDWARDS EXTERIOR MASTER SPECIFICATIONS

1. Level 3 - Premium fill: One or multiple coats of high performance block filler manufactured to be applied at a high dry film build. Block filler shall be back-rolled to eliminate voids and reduce the majority of the masonry profile depth.
- F. Painting Fire Suppression, Plumbing, HVAC, Electrical, Communication, and Electronic Safety and Security Work:
1. Paint the following work where exposed to view:
 - a. Equipment, including panelboards and switch gear.
 - b. Uninsulated metal piping.
 - c. Uninsulated plastic piping.
 - d. Pipe hangers and supports.
 - e. Metal conduit.
 - f. Plastic conduit.
 - g. Tanks that do not have factory-applied final finishes.
 - h. Other items as directed by the Architect.

3.4 FIELD QUALITY CONTROL

- A. Dry Film Thickness Testing: Owner may engage the services of a qualified testing and inspecting agency to inspect and test paint for dry film thickness.
1. Contractor shall touch up and restore painted surfaces damaged by testing.
 2. If test results show that dry film thickness of applied paint does not comply with paint manufacturer's written recommendations, Contractor shall pay for testing and apply additional coats as needed to provide dry film thickness that complies with paint manufacturer's written recommendations.

3.5 CLEANING AND PROTECTION

- A. At end of each workday, remove rubbish, empty cans, rags, and other discarded materials from Project site.
- B. After completing paint application, clean spattered surfaces. Remove spattered paints by washing, scraping, or other methods. Do not scratch or damage adjacent finished surfaces.
- C. Protect work of other trades against damage from paint application. Correct damage to work of other trades by cleaning, repairing, replacing, and refinishing, as approved by Project Manager, and leave in an undamaged condition.
- D. At completion of construction activities of other trades, touch up and restore damaged or defaced painted surfaces.

3.6 EXTERIOR PAINTING SCHEDULE

- A. Concrete Substrates, Non-Traffic Surfaces:
1. Premium Latex System:
 - a. Prime Coat: Primer, alkali resistant, waterbased, interior/exterior, Dunn-Edwards,

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- Eff-Stop Select [ESSL00](#).
 - b. Intermediate Coat: Latex, exterior, matching topcoat.
 - c. Topcoat: Latex, exterior, flat, Dunn-Edwards, Spartashield [SSHL10](#) 100% acrylic, (Gloss Level 1).
Or
 - d. Topcoat: Latex, exterior, velvet, Dunn-Edwards, Spartashield [SSHL20](#) 100% acrylic, (Gloss Level 2).
Or
 - e. Topcoat: Latex, exterior, eggshell, Dunn-Edwards, Spartashield [SSHL30](#) 100% acrylic, (Gloss Level 3).
Or
 - f. Topcoat: Latex, exterior, low sheen, Dunn-Edwards, Spartashield [SSHL40](#) 100% acrylic (Gloss Level 4).
Or
 - g. Topcoat: Latex, exterior, semi-gloss, Dunn-Edwards, Spartashield [SSHL50](#) 100% acrylic, (Gloss Level 5).
Or
 - h. Topcoat: Latex, exterior, gloss, Dunn-Edwards, Spartashield [SSHL60](#) 100% acrylic, (Gloss Level 6).
2. Ultra-Premium Latex System:
- a. Prime Coat: Primer, alkali resistant, waterbased, interior/exterior, Dunn-Edwards, Eff-Stop Premium [ESPR00](#).
 - b. Intermediate Coat: Latex, exterior, matching topcoat.
 - c. Topcoat: Latex, exterior, flat, Dunn-Edwards, Evershield [EVSH10](#) 100% acrylic, (Gloss Level 1).
Or
 - d. Topcoat: Latex, exterior, velvet, Dunn-Edwards, Evershield [EVSH20](#) 100% acrylic, (Gloss Level 2).
Or
 - e. Topcoat: Latex, exterior, eggshell, Dunn-Edwards, Evershield [EVSH30](#) 100% acrylic, (Gloss Level 3).
Or
 - f. Topcoat: Latex, exterior, low sheen, Dunn-Edwards, Evershield [EVSH40](#) 100% acrylic (Gloss Level 4).
Or
 - g. Topcoat: Latex, exterior, semi-gloss, Dunn-Edwards, Evershield [EVSH50](#) 100% acrylic, (Gloss Level 5).
Or
 - h. Topcoat: Latex, exterior, gloss, Dunn-Edwards, Evershield [EVSH60](#) 100% acrylic, (Gloss Level 6).
- B. Clay-Masonry, CMU (without block filler) Substrates:
1. Premium Latex System:
- a. Prime Coat: Primer, alkali resistant, waterbased, interior/exterior Dunn-Edwards, Eff-Stop Select [ESSL00](#).
 - b. Intermediate Coat: Latex, exterior, matching topcoat.

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- c. Topcoat: Latex, exterior, flat, Dunn-Edwards, Spartashield [SSHL10](#) 100% acrylic, (Gloss Level 1).
Or
 - d. Topcoat: Latex, exterior, velvet, Dunn-Edwards, Spartashield [SSHL20](#) 100% acrylic, (Gloss Level 2).
Or
 - e. Topcoat: Latex, exterior, eggshell, Dunn-Edwards, Spartashield [SSHL30](#) 100% acrylic, (Gloss Level 3).
Or
 - f. Topcoat: Latex, exterior, low sheen, Dunn-Edwards, Spartashield [SSHL40](#) 100% acrylic (Gloss Level 4).
Or
 - g. Topcoat: Latex, exterior, semi-gloss, Dunn-Edwards, Spartashield [SSHL50](#) 100% acrylic, (Gloss Level 5).
Or
 - h. Topcoat: Latex, exterior, gloss, Dunn-Edwards, Spartashield [SSHL60](#) 100% acrylic, (Gloss Level 6).
2. Ultra-Premium Latex System:
- a. Prime Coat: Primer, alkali resistant, waterbased, interior/exterior, Dunn-Edwards, Eff-Stop Premium [ESPR00](#).
 - b. Intermediate Coat: Latex, exterior, matching topcoat.
 - c. Topcoat: Latex, exterior, flat, Dunn-Edwards, Evershield [EVSH10](#) 100% acrylic, (Gloss Level 1).
Or
 - d. Topcoat: Latex, exterior, velvet, Dunn-Edwards, Evershield [EVSH20](#) 100% acrylic, (Gloss Level 2).
Or
 - e. Topcoat: Latex, exterior, eggshell, Dunn-Edwards, Evershield [EVSH30](#) 100% acrylic, (Gloss Level 3).
Or
 - f. Topcoat: Latex, exterior, low sheen, Dunn-Edwards, Evershield [EVSH40](#) 100% acrylic (Gloss Level 4).
Or
 - g. Topcoat: Latex, exterior, semi-gloss, Dunn-Edwards, Evershield [EVSH50](#) 100% acrylic, (Gloss Level 5).
Or
 - h. Topcoat: Latex, exterior, gloss, Dunn-Edwards, Evershield [EVSH60](#) 100% acrylic, (Gloss Level 6).

C. CMU Substrates:

1. Premium Latex System:

- a. Prime Coat: Block filler, latex, interior/exterior, Dunn-Edwards, Smooth BLOCFIL Select [SBSL00](#).
- b. Intermediate Coat: Latex, exterior, matching topcoat.
- c. Topcoat: Latex, exterior flat, Dunn-Edwards, Spartashield [SSHL10](#) 100% acrylic, (Gloss Level 1).

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- Or
 - d. Topcoat: Latex, exterior, velvet, Dunn-Edwards, Spartashield [SSHL20](#) 100% acrylic, (Gloss Level 2).
 - Or
 - e. Topcoat: Latex, exterior, eggshell, Dunn-Edwards, Spartashield [SSHL30](#) 100% acrylic, (Gloss Level 3).
 - Or
 - f. Topcoat: Latex, exterior, low sheen, Dunn-Edwards, Spartashield [SSHL40](#) 100% acrylic (Gloss Level 4).
 - Or
 - g. Topcoat: Latex, exterior, semi-gloss, Dunn-Edwards, Spartashield [SSHL50](#) 100% acrylic, (Gloss Level 5).
 - Or
 - h. Topcoat: Latex, exterior, gloss, Dunn-Edwards, Spartashield [SSHL60](#) 100% acrylic, (Gloss Level 6).
2. Ultra-Premium Latex System:
- a. Prime Coat: Block filler, latex, interior/exterior, Dunn-Edwards, Smooth BLOCFIL Premium [SBPR00](#).
 - b. Intermediate Coat: Latex, exterior, matching topcoat.
 - c. Topcoat: Latex, exterior, flat, Dunn-Edwards, Evershield [EVSH10](#) 100% acrylic, (Gloss Level 1).
 - Or
 - d. Topcoat: Latex, exterior, velvet, Dunn-Edwards, Evershield [EVSH20](#) 100% acrylic, (Gloss Level 2).
 - Or
 - e. Topcoat: Latex, exterior, eggshell, Dunn-Edwards, Evershield [EVSH30](#) 100% acrylic, (Gloss Level 3).
 - Or
 - f. Topcoat: Latex, exterior, low sheen, Dunn-Edwards, Evershield [EVSH40](#) 100% acrylic (Gloss Level 4).
 - Or
 - g. Topcoat: Latex, exterior, semi-gloss, Dunn-Edwards, Evershield [EVSH50](#) 100% acrylic, (Gloss Level 5).
 - Or
 - h. Topcoat: Latex, exterior, gloss, Dunn-Edwards, Evershield [EVSH60](#) 100% acrylic, (Gloss Level 6).
- D. Steel Substrates:
1. Premium Latex over a Waterborne Alkyd Primer System:
- a. Prime Coat: Primer, rust inhibitive, waterborne alkyd, interior/exterior, Dunn-Edwards, Bloc-Rust Premium [BRPR00](#) Series or Enduraprime Rust Preventative Primer [ENPR00](#).
 - b. Intermediate Coat: Latex, exterior, matching topcoat.
 - c. Topcoat: Latex, exterior, flat, Dunn-Edwards, Spartashield [SSHL10](#) 100% acrylic, (Gloss Level 1).
 - Or

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- d. Topcoat: Latex, exterior, velvet, Dunn-Edwards, Spartashield [SSHL20](#) 100% acrylic, (Gloss Level 2).
Or
 - e. Topcoat: Latex, exterior, eggshell, Dunn-Edwards, Spartashield [SSHL30](#) 100% acrylic, (Gloss Level 3).
Or
 - f. Topcoat: Latex, exterior, low sheen, Dunn-Edwards, Spartashield [SSHL40](#) 100% acrylic (Gloss Level 4).
Or
 - g. Topcoat: Latex, exterior, semi-gloss, Dunn-Edwards, Spartashield [SSHL50](#) 100% acrylic, (Gloss Level 5).
Or
 - h. Topcoat: Latex, exterior, gloss, Dunn-Edwards, Spartashield [SSHL60](#) 100% acrylic, (Gloss Level 6).
2. Ultra-Premium Latex over a Waterborne Alkyd Primer System:
- a. Prime Coat: Primer, rust inhibitive, waterborne alkyd, interior/exterior, Dunn-Edwards, Bloc-Rust Premium [BRPR00](#) Series or Enduraprime Rust Preventative Primer [ENPR00](#).
 - b. Intermediate Coat: Latex, exterior, matching topcoat.
 - c. Topcoat: Latex, exterior, flat, Dunn-Edwards, Evershield [EVSH10](#) 100% acrylic, (Gloss Level 1).
Or
 - d. Topcoat: Latex, exterior, velvet, Dunn-Edwards, Evershield [EVSH20](#) 100% acrylic, (Gloss Level 2).
Or
 - e. Topcoat: Latex, exterior, eggshell, Dunn-Edwards, Evershield [EVSH30](#) 100% acrylic, (Gloss Level 3).
Or
 - f. Topcoat: Latex, exterior, low sheen, Dunn-Edwards, Evershield [EVSH40](#) 100% acrylic (Gloss Level 4).
Or
 - g. Topcoat: Latex, exterior, semi-gloss, Dunn-Edwards, Evershield [EVSH50](#) 100% acrylic, (Gloss Level 5).
Or
 - h. Topcoat: Latex, exterior, gloss, Dunn-Edwards, Evershield [EVSH60](#) 100% acrylic, (Gloss Level 6).
3. Waterborne Urethane Alkyd Enamel System:
- a. Prime Coat: Primer, rust inhibitive, waterborne alkyd, interior/exterior, Dunn-Edwards, Bloc-Rust Premium [BRPR00](#) Series or Enduraprime Rust Preventative Primer [ENPR00](#).
 - b. Intermediate Coat: Waterborne urethane alkyd, interior/exterior matching topcoat.
 - c. Topcoat: Waterborne urethane alkyd, interior/exterior, eggshell, Dunn-Edwards, Aristoshield [ASHL30](#), (Gloss Level 3).
Or
 - d. Topcoat: Waterborne urethane alkyd, interior/exterior, semi-gloss, Dunn-Edwards, Aristoshield [ASHL50](#), (Gloss Level 5)

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Or

- e. Topcoat: Waterborne urethane alkyd, interior/exterior, high gloss, Dunn-Edwards, Aristoshield [ASHL70](#), (Gloss Level 7).

E. Galvanized Metal Substrates:

1. Premium Latex System:

- a. Prime Coat: Primer, waterbased, interior/exterior, Dunn-Edwards, Ultrashield Galvanized Metal Primer [ULGM00](#).
- b. Intermediate Coat: Latex, exterior, matching topcoat.
- c. Topcoat: Latex, exterior, flat, Dunn-Edwards, Spartashield [SSHL10](#) 100% acrylic, (Gloss Level 1).
Or
- d. Topcoat: Latex, exterior velvet, Dunn-Edwards, Spartashield [SSHL20](#) 100% acrylic, (Gloss Level 2).
Or
- e. Topcoat: Latex, exterior eggshell, Dunn-Edwards, Spartashield [SSHL30](#) 100% acrylic, (Gloss Level 3).
Or
- f. Topcoat: Latex, exterior, low sheen, Dunn-Edwards, Spartashield [SSHL40](#) 100% acrylic (Gloss Level 4).
Or
- g. Topcoat: Latex, exterior, semi-gloss, Dunn-Edwards, Spartashield [SSHL50](#) 100% acrylic, (Gloss Level 5).
Or
- h. Topcoat: Latex, exterior, gloss, Dunn-Edwards, Spartashield [SSHL60](#) 100% acrylic, (Gloss Level 6).

2. Ultra-Premium Latex System:

- a. Prime Coat: Primer, waterbased, interior/exterior, Dunn-Edwards, Ultrashield Galvanized Metal Primer [ULGM00](#).
- b. Intermediate Coat: Latex, exterior, matching topcoat.
- c. Topcoat: Latex, exterior, flat, Dunn-Edwards, Evershield [EVSH10](#) 100% acrylic, (Gloss Level 1).
Or
- d. Topcoat: Latex, exterior, velvet, Dunn-Edwards, Evershield [EVSH20](#) 100% acrylic, (Gloss Level 2).
Or
- e. Topcoat: Latex, exterior, eggshell, Dunn-Edwards, Evershield [EVSH30](#) 100% acrylic, (Gloss Level 3).
Or
- f. Topcoat: Latex, exterior, low sheen, Dunn-Edwards, Evershield [EVSH40](#) 100% acrylic (Gloss Level 4).
Or
- g. Topcoat: Latex, exterior, semi-gloss, Dunn-Edwards, Evershield [EVSH50](#) 100% acrylic, (Gloss Level 5).
Or
- h. Topcoat: Latex, exterior, gloss, Dunn-Edwards, Evershield [EVSH60](#) 100% acrylic, (Gloss Level 6).

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3. Waterborne Urethane Alkyd Enamel over a Latex Primer System:
 - a. Prime Coat: Primer, waterbased, interior/exterior, Dunn-Edwards Ultrashield Galvanized Metal Primer [ULGM00](#).
 - b. Intermediate Coat: Waterborne urethane alkyd, interior/exterior, matching topcoat.
 - c. Topcoat: Waterborne urethane alkyd, interior/exterior, eggshell, Dunn-Edwards Aristoshield [ASHL30](#), (Gloss Level 3).
Or
 - d. Topcoat: Waterborne urethane alkyd, interior/exterior, semi-gloss, Dunn-Edwards Aristoshield [ASHL50](#), (Gloss Level 5)
Or
 - e. Topcoat: Waterborne urethane alkyd, interior/exterior, high gloss, Dunn-Edwards Aristoshield [ASHL70](#), (Gloss Level 7).

F. Aluminum Substrates:

1. Premium Latex System:
 - a. Prime Coat: Primer, waterbased, interior/exterior, Dunn-Edwards, Ultrashield Galvanized Metal Primer [ULGM00](#).
 - b. Intermediate Coat: Latex, exterior, matching topcoat.
 - c. Topcoat: Latex, exterior, flat, Dunn-Edwards, Spartashield [SSHL10](#) 100% acrylic, (Gloss Level 1).
Or
 - d. Topcoat: Latex, exterior, velvet, Dunn-Edwards, Spartashield [SSHL20](#) 100% acrylic, (Gloss Level 2).
Or
 - e. Topcoat: Latex, exterior, eggshell, Dunn-Edwards, Spartashield [SSHL30](#) 100% acrylic, (Gloss Level 3).
Or
 - f. Topcoat: Latex, exterior, low sheen, Dunn-Edwards, Spartashield [SSHL40](#) 100% acrylic (Gloss Level 4).
Or
 - g. Topcoat: Latex, exterior, semi-gloss, Dunn-Edwards, Spartashield [SSHL50](#) 100% acrylic, (Gloss Level 5).
Or
 - h. Topcoat: Latex, exterior, gloss, Dunn-Edwards, Spartashield [SSHL60](#) 100% acrylic, (Gloss Level 6).
2. Ultra-Premium Latex System:
 - a. Prime Coat: Primer, waterbased, interior/exterior, Dunn-Edwards, Ultrashield Galvanized Metal Primer [ULGM00](#).
 - b. Intermediate Coat: Latex, exterior, matching topcoat.
 - c. Topcoat: Latex, exterior, flat, Dunn-Edwards, Evershield [EVSH10](#) 100% acrylic, (Gloss Level 1).
Or
 - d. Topcoat: Latex, exterior, velvet, Dunn-Edwards, Evershield [EVSH20](#) 100%

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- acrylic, (Gloss Level 2).
Or
 - e. Topcoat: Latex, exterior, eggshell, Dunn-Edwards, Evershield [EVSH30](#) 100% acrylic, (Gloss Level 3).
Or
 - f. Topcoat: Latex, exterior, low sheen, Dunn-Edwards, Evershield [EVSH40](#) 100% acrylic (Gloss Level 4).
Or
 - g. Topcoat: Latex, exterior, semi-gloss, Dunn-Edwards, Evershield [EVSH50](#) 100% acrylic, (Gloss Level 5).
Or
 - h. Topcoat: Latex, exterior, gloss, Dunn-Edwards, Evershield [EVSH60](#) 100% acrylic, (Gloss Level 6).
3. Waterborne Urethane Alkyd Enamel over a Latex Primer System:
- a. Prime Coat: Primer, waterbased, interior/exterior, Dunn-Edwards, Ultrashield Galvanized Metal Primer [ULGM00](#).
 - b. Intermediate Coat: Waterborne urethane alkyd, interior/exterior, matching topcoat.
 - c. Topcoat: Waterborne urethane alkyd, interior/exterior, eggshell, Dunn-Edwards, Aristoshield [ASHL30](#), (Gloss Level 3).
Or
 - d. Topcoat: Waterborne urethane alkyd, interior/exterior, semi-gloss, Dunn-Edwards, Aristoshield [ASHL50](#), (Gloss Level 5)
Or
 - e. Topcoat: Waterborne urethane alkyd, interior/exterior, high gloss, Dunn-Edwards, Aristoshield [ASHL70](#), (Gloss Level 7).

G. Wood Substrates:

1. Premium Latex System:
- a. Prime Coat: Primer, waterbased, exterior, Dunn-Edwards, EZ-Prime Premium [EZPR00](#).
 - b. Intermediate Coat: Latex, exterior, matching topcoat.
 - c. Topcoat: Latex, exterior, flat, Dunn-Edwards, Spartashield [SSHL10](#) 100% acrylic, (Gloss Level 1).
Or
 - d. Topcoat: Latex, exterior, velvet, Dunn-Edwards, Spartashield [SSHL20](#) 100% acrylic, (Gloss Level 2).
Or
 - e. Topcoat: Latex, exterior, eggshell, Dunn-Edwards, Spartashield [SSHL30](#) 100% acrylic, (Gloss Level 3).
Or
 - f. Topcoat: Latex, exterior, low sheen, Dunn-Edwards, Spartashield [SSHL40](#) 100% acrylic (Gloss Level 4).
Or
 - g. Topcoat: Latex, exterior, semi-gloss, Dunn-Edwards, Spartashield [SSHL50](#) 100% acrylic, (Gloss Level 5).
Or

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- h. Topcoat: Latex, exterior, gloss, Dunn-Edwards, Spartashield [SSHL60](#) 100% acrylic, (Gloss Level 6).
- 2. Ultra-Premium Latex System:
 - a. Prime Coat: Primer, waterbased, exterior, Dunn-Edwards, EZ-Prime Premium [EZPR00](#).
 - b. Intermediate Coat: Latex, exterior, matching topcoat.
 - c. Topcoat: Latex, exterior, flat, Dunn-Edwards, Evershield [EVSH10](#) 100% acrylic, (Gloss Level 1).
Or
 - d. Topcoat: Latex, exterior, velvet, Dunn-Edwards, Evershield [EVSH20](#) 100% acrylic, (Gloss Level 2).
Or
 - e. Topcoat: Latex, exterior, eggshell, Dunn-Edwards, Evershield [EVSH30](#) 100% acrylic, (Gloss Level 3).
Or
 - f. Topcoat: Latex, exterior, low sheen, Dunn-Edwards, Evershield [EVSH40](#) 100% acrylic (Gloss Level 4).
Or
 - g. Topcoat: Latex, exterior, semi-gloss, Dunn-Edwards, Evershield [EVSH50](#) 100% acrylic, (Gloss Level 5).
Or
 - h. Topcoat: Latex, exterior, gloss, Dunn-Edwards, Evershield [EVSH60](#) 100% acrylic, (Gloss Level 6).

H. Portland Cement Plaster (Stucco) Substrates:

- 1. Premium Latex over Alkali Resistant Primer System:
 - a. Prime Coat: Primer, alkali resistant, waterbased, interior/exterior, Dunn-Edwards, Eff-Stop Select [ESSL00](#).
 - b. Intermediate Coat: Latex, exterior, matching topcoat.
 - c. Topcoat: Latex, exterior, flat, Dunn-Edwards, Spartashield [SSHL10](#) 100% acrylic, (Gloss Level 1).
Or
 - d. Topcoat: Latex, exterior, velvet, Dunn-Edwards, Spartashield [SSHL20](#) 100% acrylic, (Gloss Level 2).
Or
 - e. Topcoat: Latex, exterior, eggshell, Dunn-Edwards, Spartashield [SSHL30](#) 100% acrylic, (Gloss Level 3).
Or
 - f. Topcoat: Latex, exterior, low sheen, Dunn-Edwards, Spartashield [SSHL40](#) 100% acrylic (Gloss Level 4).
Or
 - g. Topcoat: Latex, exterior, semi-gloss, Dunn-Edwards, Spartashield [SSHL50](#) 100% acrylic, (Gloss Level 5).
Or
 - h. Topcoat: Latex, exterior, gloss, Dunn-Edwards, Spartashield, [SSHL60](#) 100% acrylic, (Gloss Level 6).

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2. Ultra-Premium Latex System:

- a. Prime Coat: Primer, alkali resistant, waterbased, interior/exterior, Dunn-Edwards, Eff-Stop Premium [ESPR00](#).
- b. Intermediate Coat: Latex, exterior, matching topcoat.
- c. Topcoat: Latex, exterior, flat, Dunn-Edwards, Evershield [EVSH10](#) 100% acrylic, (Gloss Level 1).
Or
- d. Topcoat: Latex, exterior, velvet, Dunn-Edwards, Evershield [EVSH20](#) 100% acrylic, (Gloss Level 2).
Or
- e. Topcoat: Latex, exterior, eggshell, Dunn-Edwards, Evershield [EVSH30](#) 100% acrylic, (Gloss Level 3).
Or
- f. Topcoat: Latex, exterior, low sheen, Dunn-Edwards, Evershield [EVSH40](#) 100% acrylic (Gloss Level 4).
Or
- g. Topcoat: Latex, exterior, semi-gloss, Dunn-Edwards, Evershield [EVSH50](#) 100% acrylic, (Gloss Level 5).
Or
- h. Topcoat: Latex, exterior, gloss, Dunn-Edwards, Evershield [EVSH60](#) 100% acrylic, (Gloss Level 6).

I. Exterior Gypsum Board Substrates:

1. Premium Latex System:

- a. Prime Coat: Primer, waterbased, interior/exterior, Dunn-Edwards, Ultra-Grip Select [UGSL00](#).
- b. Intermediate Coat: Latex, exterior, matching topcoat.
- c. Topcoat: Latex, exterior, flat, Dunn-Edwards, Spartashield [SSHL10](#) 100% acrylic, (Gloss Level 1).
Or
- d. Topcoat: Latex, exterior, velvet, Dunn-Edwards, Spartashield [SSHL20](#) 100% acrylic, (Gloss Level 2).
Or
- e. Topcoat: Latex, exterior, eggshell, Dunn-Edwards, Spartashield [SSHL30](#) 100% acrylic, (Gloss Level 3).
Or
- f. Topcoat: Latex, exterior, low sheen, Dunn-Edwards, Spartashield [SSHL40](#) 100% acrylic (Gloss Level 4).
Or
- g. Topcoat: Latex, exterior, semi-gloss, Dunn-Edwards, Spartashield [SSHL50](#) 100% acrylic, (Gloss Level 5).
Or
- h. Topcoat: Latex, exterior, gloss, Dunn-Edwards, Spartashield [SSHL60](#) 100% acrylic, (Gloss Level 6).

2. Ultra-Premium Latex System:

DUNN-EDWARDS EXTERIOR MASTER SPECIFICATIONS

- a. Prime Coat: Primer, waterbased, interior/exterior, Dunn-Edwards, Ultra-Grip Premium [UGPR00](#).
- b. Intermediate Coat: Latex, exterior, matching topcoat.
- c. Topcoat: Latex, exterior, flat, Dunn-Edwards, Evershield [EVSH10](#) 100% acrylic, (Gloss Level 1).
Or
- d. Topcoat: Latex, exterior, velvet, Dunn-Edwards, Evershield [EVSH20](#) 100% acrylic, (Gloss Level 2).
Or
- e. Topcoat: Latex, exterior, eggshell, Dunn-Edwards, Evershield [EVSH30](#) 100% acrylic, (Gloss Level 3).
Or
- f. Topcoat: Latex, exterior, low sheen, Dunn-Edwards, Evershield [EVSH40](#) 100% acrylic (Gloss Level 4).
Or
- g. Topcoat: Latex, exterior, semi-gloss, Dunn-Edwards, Evershield [EVSH50](#) 100% acrylic, (Gloss Level 5).
Or
- h. Topcoat: Latex, exterior, gloss, Dunn-Edwards, Evershield [EVSH60](#) 100% acrylic, (Gloss Level 6).

END OF SECTION 099113

EXHIBIT “B”

TERM AND TIME OF COMPLETION

TERM: The term of this Agreement shall commence September 20, 2023 and expire September 19, 2024 (“Term”), unless otherwise terminated as herein provided.

EXHIBIT "C"

COMPENSATION

Provided Contractor is not in default under this Agreement, Contractor shall be compensated as provided below.

- I. **AMOUNT.** Contractor shall be paid \$35,300.
- II. **NOT TO EXCEED AMOUNT.** In no event shall the total amount paid to Contractor exceed \$40,595, which encompasses a base cost of \$35,300 and 15% contingency of \$5,295.
- III. **METHOD OF PAYMENT.** Contractor shall provide an invoice after completion of services. Invoices must include dates of service, description of work performed, and total amount. Invoices must be adequately detailed, based on accurate records, and in a form reasonably satisfactory to City, and include the prior written authorization of the City and copies of receipts to substantiate expense requests. Contractor may be required to provide back-up material upon request. If no work is performed in a given month, no invoice is required.
- IV. **SCHEDULE FOR PAYMENT.** City agrees to pay Contractor within thirty days of completion of the Project and City's receipt of Contractor's invoice; provided that services are completed to the City's reasonable satisfaction and there is no dispute over the amount.
- V. **NOTICE.** Written notices to City and Contractor shall be given by email, registered or certified mail, postage prepaid and addressed to or personally served on the following parties.

Contractor: South Coast Painting, Inc.
28364 S. Western Avenue, #465
Rancho Palos Verdes, CA 90275
Attention: George Mantikas
Email: scpainters@sbcglobal.net

City: City of Redondo Beach
Public Works Department
531 N Gertruda Ave
Redondo Beach, CA 90277
Attention: Rob Osborne
Email: rob.osborne@redondo.org

All notices, including notices of address changes, provided under this Agreement are deemed received on the second business day if sent by email and the third day after mailing if sent by registered or certified mail. Changes in the respective

address set forth above may be made from time to time by any party upon written notice to the other party.

EXHIBIT "D"

INSURANCE REQUIREMENTS FOR CONTRACTORS

Without limiting Contractor's indemnification obligations under this Agreement, Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, or employees.

Minimum Scope of Insurance

Coverage shall be at least as broad as:

Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001).

Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, code 1 (any auto).

Workers' Compensation insurance as required by the State of California.

Employer's Liability Insurance.

Minimum Limits of Insurance

Contractor shall maintain limits no less than:

General Liability: \$2,000,000 per occurrence for bodily injury, personal injury and property damage. The general aggregate limit shall apply separately to this project.

Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.

Employer's Liability: \$1,000,000 per accident for bodily injury or disease.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees and volunteers or (2) the Contractor shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expenses.

Other Insurance Provisions

The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Endorsement:

General Liability: The City, its officers, elected and appointed officials, employees, and volunteers shall be covered as insureds with respect to liability arising out of work performed by or on behalf of the Contractor. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance, or as a separate owner's policy.

Automobile Liability: The City, its officers, elected and appointed officials, employees, and volunteers shall be covered as insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Contractor.

For any claims related to this project, the Contractor's insurance coverage shall be primary insurance as respects the City, its officers, elected and appointed officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.

Each insurance policy shall be endorsed to state that the inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverages afforded shall apply as though separate policies had been issued to each insured.

Each insurance policy shall be in effect prior to awarding the contract and each insurance policy or a successor policy shall be in effect for the duration of the project. The maintenance of proper insurance coverage is a material element of the contract and failure to maintain or renew coverage or to provide evidence of renewal may be treated by the City as a material breach of contract on the Contractor's part.

Acceptability of Insurers

Insurance shall be placed with insurers with a current A.M. Best's rating of no less than A:VII and which are authorized to transact insurance business in the State of California by the Department of Insurance.

Verification of Coverage

Contractor shall furnish the City with original certificates and amendatory endorsements effecting coverage required by this clause. The endorsements should be on the City authorized forms provided with the contract specifications. Standard ISO forms which shall be subject to City approval and amended to conform to the City's requirements may be acceptable in lieu of City authorized forms. All certificates and endorsements shall be received and approved by the City before the contract is awarded. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications at any time.

Subcontractors

Contractor shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

Risk Management

Contractor acknowledges that insurance underwriting standards and practices are subject to change, and the City reserves the right to make changes to these provisions in the reasonable discretion of its Risk Manager.

EXHIBIT "E"

AGREEMENT TO COMPLY WITH CALIFORNIA LABOR LAW REQUIREMENTS

1. Contractor acknowledges that the project as defined in this Agreement between Contractor and the City, to which this Agreement to Comply with California Labor Law Requirements is attached and incorporated by reference, is a "public work" as defined in Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code ("Chapter 1"), and that this Agreement is subject to (a) Chapter 1, including without limitation Labor Code Section 1771 and (b) the rules and regulations established by the Director of Industrial Relations ("DIR") implementing such statutes. Contractor shall perform all work on the project as a public work. Contractor shall comply with and be bound by all the terms, rules and regulations described in 1(a) and 1(b) as though set forth in full herein.

2. California law requires the inclusion of specific Labor Code provisions in certain contracts. The inclusion of such specific provisions below, whether or not required by California law, does not alter the meaning or scope of Section 1 above.

3. Pursuant to Labor Code Section 1771.4, Contractor shall post job site notices, as prescribed by regulation.

4. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the Agreement are on file at City Hall and will be made available to any interested party on request. Contractor acknowledges receipt of a copy of the DIR determination of such prevailing rate of per diem wages, and Contractor shall post such rates at each job site covered by this Agreement.

5. Contractor shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. The Contractor shall, as a penalty to the City, forfeit the maximum amount allowable by law for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the DIR for the work or craft in which the worker is employed for any public work done pursuant to this Agreement by Contractor or by any subcontractor.

6. Contractor shall comply with and be bound by the provisions of Labor Code Section 1776, which requires Contractor and each subcontractor to (1) keep accurate payroll records and verify such records in writing under penalty of perjury, as specified in Section 1776, (2) certify and make such payroll records available for inspection as provided by Section 1776, and (3) inform the City of the location of the records.

7. Contractor shall comply with and be bound by the provisions of Labor Code Sections 1777.5, 1777.6 and 1777.7 and California Administrative Code title 8, section 200 *et seq.* concerning the employment of apprentices on public works projects. Contractor shall be responsible for compliance with these aforementioned Sections for all apprenticeable occupations. Prior to commencing work under this Agreement, Contractor shall provide City with a copy of the information submitted to any applicable apprenticeship program. Within sixty (60) days after concluding work pursuant to this Agreement, Contractor and each of its subcontractors shall submit to the City a verified statement of the journeyman and apprentice hours performed under this Agreement.

8. Contractor acknowledges that eight (8) hours labor constitutes a legal day's work. Contractor shall comply with and be bound by Labor Code Section 1810. Contractor shall comply with and be bound by the provisions of Labor Code Section 1813 concerning penalties for workers who work excess hours. The Contractor shall, as a penalty to the City, forfeit twenty-five dollars (\$25) for each worker employed in the performance of this Agreement by the Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one (1) calendar day and forty (40) hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code section 1815, work performed by employees of Contractor in excess of 8 hours per day, and 40 hours during any one week shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than 1 and 1/2 times the basic rate of pay.

9. California Labor Code Sections 1860 and 3700 provide that every employer will be required to secure the payment of compensation to its employees. In accordance with the provisions of California Labor Code Section 1861, Contractor hereby certifies as follows:

"I am aware of the provisions of Section 3700 of the Labor Code 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."

10. For every subcontractor who will perform work on the project, Contractor shall be responsible for such subcontractor's compliance with Chapter 1 and Labor Code Sections 1860 and 3700, and Contractor shall include in the written contract between it and each subcontractor a copy of those statutory provisions and a requirement that each subcontractor shall comply with those statutory provisions. Contractor shall be required to take all actions necessary to enforce such contractual provisions and ensure subcontractor's compliance, including without limitation, conducting a periodic review of the certified payroll records of the subcontractor and upon becoming aware of the failure of the subcontractor to pay his or her workers the specified prevailing rate of wages. Contractor shall diligently take corrective action to halt or rectify any failure.

11. To the maximum extent permitted by law, Contractor shall indemnify, hold harmless and defend (at Contractor's expense with counsel acceptable to the City) the City, its officials, officers, employees, agents, independent contractors, and volunteers from and against any demand or claim for damages, compensation, fines, penalties or other amounts arising out of or incidental to any acts or omissions listed above by any person or entity (including Contractor, its subcontractors, and each of their officials, officers, employees and agents) in connection with any work undertaken or in connection with the Agreement, including without limitation the payment of all consequential damages, attorneys' fees, and other related costs and expenses. All duties of Contractor under this Section shall survive termination of the Agreement.