# NOTICE INVITING PROPOSALS

Notice is hereby given that sealed proposals will be received by the City of San Fernando, California, for furnishing the following:

#### **EXTERIOR PAINTING OF SAN FERNANDO CITY HALL**

in strict accordance with the Specifications on file in the office of the SAN FERNANDO PUBLIC WORKS DEPARTMENT, 117 Macneil Street, San Fernando, California, 91340. Copies of specifications and proposal documents may be obtained from the City's website at SFCITY.ORG/rfps-rfqs-nibs-nois/.

Three original and one electronic copy of the proposal must be submitted to the CITY CLERK in a sealed envelope at CITY HALL, 117 Macneil Street, San Fernando, California, 91340, not later than 11:00 a.m. on Wednesday July 3, 2024. Any bidder may withdraw their proposal, without obligation, at any time prior to the scheduled closing time for receipt of proposals. A withdrawal will not be effective unless made personally or by telephonic notification received prior to the closing date. Proposals may later be referred to the City Council for appropriate action. The City reserves the right to reject any or all proposals as the best interests of the City may dictate.

By: \_\_\_\_\_\_ Julia Fritz, City Clerk

# **REQUEST FOR PROPOSALS**



The Public Works Department is requesting proposals for:

# **Exterior Painting of San Fernando City Hall**

RELEASE DATE: June 13, 2024

RESPONSE DUE: July 3, 2024

#### **GENERAL INFORMATION**

The City of San Fernando is interested in contracting with an experienced contactor to provide <u>exterior painting</u> of City Hall in the City of San Fernando. The required services and performance conditions are described in the Scope of Work.

#### BACKGROUND

The City of San Fernando was incorporated in 1911 and is currently organized according to the City Council/City Manager form of government with six departments, including a Police Department, Public Works Department, and Recreation and Community Services Department. The City employs approximately 150 full-time employees and an additional 50 part-time and seasonal employees with a total Adopted Budget for fiscal year 2023-2024 of \$51.7 million, which includes a General Fund budget of \$26.2 million. The City seeks to provide outstanding public services to its citizens and local businesses with long-term fiscal stability in mind.

The City believes that the open competition for services and products provides the City with the best results for its public dollars. The City is interested in receiving responsive and competitive proposals from experienced contractors.

#### **INSTRUCTIONS TO SUBMITTING FIRMS**

#### A. Examination of Proposal Documents

By submitting a proposal, the prospective firm represents that it has thoroughly examined and become familiar with the services required under this RFP, and that it is capable of delivering quality services to the City in a creative, cost-effective & service-oriented manner.

#### B. <u>Questions/Clarifications</u>

Please direct any questions regarding this RFP to Manuel Fabian, via e-mail at <u>mfabian@sfcity.org</u>. Questions must be received by 5:30 p.m. on **Wednesday, June 26, 2024**. All questions received prior to the deadline will be collected and responses will be emailed by **Monday, July 1, 2024**.

#### C. <u>Submission of Proposals</u>

All proposals shall be submitted to the City Clerk in a sealed envelope and the subject line shall read, "City of San Fernando RFP – Exterior Painting of San Fernando City Hall." Proposals must be received no later than Wednesday, <u>July 3, 2024 at 11:00 a.m. 11:00 a.m.</u> All proposals received after that time will not be accepted.

#### D. <u>Withdrawal of Proposals</u>

A firm may withdraw its proposal at any time before the due date for submission of proposals as provided in the RFP by delivering a written request for withdrawal signed by, or on behalf of the prospective firm.

#### E. <u>Rights of City of San Fernando</u>

This RFP does not commit the City to enter into a Contract, nor does it obligate the City to pay for any costs incurred in preparation and submission of proposals or in anticipation of a contract.

The City reserves the right to:

- 1) Make the selection based on its sole discretion;
- 2) Selection is based on best value
- 3) Reject any and all proposals without prejudice;
- 4) Issue subsequent Requests for Proposal;
- 5) Postpone opening for its own convenience;
- 6) Remedy technical errors in the Request of Proposal process;
- 7) Approve or disapprove the use of particular sub-contractors;
- 8) Negotiate with any, all, or none of the prospective firms;
- 9) Solicit best and final offers from all or some of the prospective firms;
- 10) Accept other than the lowest offer; and/or
- 11) Waive informalities and irregularities in the proposal process.

#### F. <u>Contract Type</u>

It is anticipated that a standard form Construction agreement contract will be signed subsequent to City Council review and approval of the recommended firm.

#### G. Collusion

By submitting a proposal, each prospective firm represents and warrants that; its proposal is genuine and not a sham or collusive or made in the interest of or on behalf of any person not named therein; that the prospective firm has not directly, induced or solicited any other person to submit a sham proposal or any other person to refrain from submitting a proposal; and, that the prospective firm has not in any manner sought collusion to secure any improper advantage over any other person submitting a proposal.

# **SCOPE OF SERVICE**

This project consists of exterior painting of the City Hall building located at 117 Macneil Street, San Fernando, CA, 91340, including doors and windows and all preparation of painting surfaces.

An optional pre-bid conference is scheduled for June 25, 2024 at 11:30 am at City Hall, 117 Macneil Street, San Fernando, CA, 91340.

The successful bidder must possess a current, valid Class C-33, Painting and Decorating License, or required license issued by the State of California.

- A. The stucco surface and galvanized steel is to be is to be prepared and painted with the same color
- B. Contactor must also perform the following work:
  - Clean and seal quarry tile
  - Clean and seal slumped block
  - Clean and paint CMU wall
  - Clean and apply wood stain to wood trellis
  - Clean and apply wood stain to soffit
  - Clean and apply wood stain to benches
  - Clean and paint metal doors
  - Clean and paint metal flashing
  - Clean and paint rain gutters and spouts
  - Clean and paint antenna pole
  - Clean and paint handrails

Project will be lump sum base bid for all material and labor to paint and prep in accordance with the specifications set forth.

Project specifications as follows:

**Site Preparation:** All stucco surfaces to be cleaned and prepared per manufacturer's guidelines. All dirt, grease and water stains to be removed. Pressure wash entire building before painting. This includes the brick area which is not being painted. Damaged areas shall be repaired to match original surface.

Stucco repair including patching and/or replacement work to eliminate cracks, dents, blisters, buckles, delamination, crazing and check cracking, dry outs, efflorescence, sweat outs, and similar defects and where bond to substrate has failed. Repair damaged exterior wall finish coat to match surrounding finish. Repair products and materials shall be subject

to City approval and Contractor shall submit product data for each type of repair product proposed.

**Paint:** Sherwin-Williams Duration Exterior Painting products, Dunn-Edwards Exterior Painting products, Behr Exterior Painting Products or equivalent (City of San Fernando will be sole judge of equivalency). 100% acrylic stucco paint. Flat finish. City will select final color.

Paint shall provide 100% coverage, no bleed through or shading from previous finish.

It shall be the Contractor's responsibility to own and use a dry and wet film thickness gauge to check application thickness as the work progresses and be based on the SSPC-PA 2 "Procedure for Determining Conformance to Dry Coating Thickness Requirements"

Contractor shall site clear all materials.

Contractor shall be responsible for any permits that are required for this project and all work shall meet all local codes.

Provide a one year labor warranty and manufacturer's paint warranty.

B. On-site Work Hours: In addition to weekends and holidays, work may also be performed Monday through Friday subject to the following limitations:

1. Work may not begin earlier than 7:00 a.m. and may continue into the evening during daylight hours.

2. Work must not interfere with employee or public access to the facility. Maintain at least one of the main public entrances at all times as well as all emergency exits.

#### **PROPOSED TERM OF CONTRACT**

The proposed term of the contract is sixty (60) days or until project is complete.

#### SCHEDULE FOR SELECTION

| RFP Available:                       | June 13, 2024 |
|--------------------------------------|---------------|
| Optional Pre-bid Meeting             | June 25, 2024 |
| Deadline for submittal of Questions: | June 26, 2024 |
| Response to Questions:               | July 1, 2024  |
| Deadline for submittal of Proposal:  | July 3, 2024  |

Interviews (if necessary)July 2024Agreement Presented to Council for Review & Approval:August 1, 2024

# METHOD OF SELECTION AND NOTICES

The City will evaluate the information provided in the submitted proposals using the following criteria as a guideline:

- Completeness and Comprehensiveness.
- Responsiveness to City's issues.
- Potential to benefit the City.
- Experience of the firm providing similar services to other municipalities.
- Cost effectiveness.
- Quality of proposed staff.

#### **INFORMATION TO BE SUBMITTED**

1. Include a *Cover Letter* 

Each proposal will include a cover letter that identifies the firm, address, phone number and contact person. The cover letter must include acknowledgement of all addenda and provide a statement that the proposal is valid for 90 days after the RFP submittal deadline. The cover letter must include the original signature of an individual with the authority to negotiate on behalf of, and to contractually bind, the proposer. The cover letter should highlight major elements of the proposer's qualifications and proposal.

2. Include a Proposal Costs Sheet and Rates Section

In this section, include the proposed costs to provide the services desired. Include any other cost and price information that would be contained in a potential agreement with the City.

In addition, include the costs for any other services that are considered optional additions.

#### TAXES AND LICENSES

All taxes and licenses, including, but not limited to, a San Fernando City Business License and appropriate Contractor's license, required for this work shall be obtained at the sole expense of the Contractor.

#### PAYMENT

This work is to be performed for a "Not-to-Exceed Amount."

The Contractor shall provide a "Payment Schedule" indicating the fee for individual tasks with a "Not-to-Exceed Amount" which shall be the sum of all tasks.

Tasks shall include, but not be limited to, all Professional Services necessary to complete the work covered by this Proposal.

Progress payments shall be based on tasks performed as identified in the Payment Schedule. Monthly invoices will specifically identify job title, personhours, and costs incurred by each task.

#### **NON-REIMBURSEMENTS**

The City will not reimburse travel, lodging, meals, vehicle, mileage or any miscellaneous expenses.

#### INSURANCE

A. The Contractor shall have Commercial General Liability insurance which affords coverage at least as broad as Insurance Services Office "occurrence" form CG 0001, with minimum limits of at least \$1,000,000 per occurrence, and if written with an aggregate, the aggregate shall be double the per occurrence limit. Defense costs shall be paid in addition to the limits.

B. The Contractor shall have Automobile Insurance for owned and non-owned automotive equipment in the amount of not less than \$1,000,000.

C. The selected firm shall furnish the City a certificate evidencing Workman's Compensation Insurance with limits of no less than \$1,000,000 per accident and Comprehensive Professional Liability with limits no less than \$2.000,000 per occurrence. The City shall be named as the Additional Insured. Certificates of Insurance must be accompanied by the applicable endorsements for the specific insurance policy.

D. A Certificate of Insurance or an appropriate binder shall bear an endorsement containing the following provisions:

"Solely as respect to services done by or on behalf of the named insured for the City of San Fernando, it is agreed that the City of San Fernando, the Successor Agency of the City of San Fernando, its officers, employees, and agents are all included as additional insured under this general liability policy, and the coverage(s) provided shall be primary insurance and not contributing with any other insurance available to the City of San Fernando, its officers and employees, and its agents, under any third-party liability policy."

E. It is the Contractor's responsibility to ensure that all sub-Contractors comply with the following:

Each sub-Contractor that encroaches within the City's right-of-way and affects (i.e., damages or impacts) City infrastructure must comply with the liability insurance requirements of the City. Examples of such sub-Contractor work include soil sample borings, utility potholing, etc.

# BONDS

- A. A Bid Bond by an admitted surety insurer in the form of a cashier's check or a certified check drawn to the order of the City of San Fernando, in the amount of ten percent (10%) of the total bid price, shall accompany the Bid Form. Owner reserves the right to reject any and all bids and to waive informalities and irregularities.
- B. The successful Bidder shall be required to furnish a 100% Performance Bond and a 100% Payment Bond if it is awarded the contract for the Work.

# TERMINATION FOR CONVINIENCE OF THE CITY

The City reserves the right to terminate the "Contract Services Agreement" for the "convenience of the City" at any time by giving ten (10) days written notice to the Contractor of such termination and specifying the effective date thereof. All finished or unfinished drawings, maps, documents, field notes, and other materials produced and procured by the Contractor under the said aforementioned Agreement is, at the option of the City, City property and shall be delivered to the City by the Contractor within ten (10) working days from the date of such termination. The City will reimburse the Contractor for all acceptable work performed as set forth in the executed Agreement.

# **INDEPENDENT CONTRACTOR**

The Contractor's relationship to the City in the performance of the Contractor's services for this project is that of an independent contractor. The personnel performing said services shall at all times be under the Contractor's exclusive direction and control and shall be employees of the Contractor, not employees of the City. The Contractor shall pay all wages, salaries, and other amounts due its employees in connection with the performance of said work, and shall be responsible for all employee reports and obligations, including, but not limited to, Social Security, income tax withholding, unemployment compensation, and Workers' Compensation

Workers' Compensation.

# CONTRACT

The Contract includes the Construction Agreement, the City's RFP, the Contractor's Proposal, and Exhibits.

The Political Reform Act and the City's Conflict of Interest Code require that Contractors be considered as potential filers of Statements of Economic Interest. Contractors, as defined by Section

18701, may be required to file an Economic Interest Statement (Form 700) within thirty (30) days of signing a Contractor Agreement with the City, on an annual basis thereafter while the contract remains in effect, and within thirty (30) days of completion of the contract.

# **GENERAL CONDITIONS**

Pre-contractual expenses are defined as expenses incurred by the Contractor in: (1) preparing the proposal; (2) submitting the proposal to the City; (3) presenting during the selection interview; (4) negotiating with the City on any matter related to the proposal; (5) any other expenses incurred by the Contractor prior to an executed Agreement, and (6) attendance of City Council for Award of Contract.

The City shall not, in any event, be liable for any pre-contractual expenses incurred by the Contractor. Services shall not commence until the Construction Agreement has been executed by the City.

The Contractor is responsible for notifying Underground Service Alert and providing proper traffic control, at no additional expense to the City.

The City reserves the right to withdraw this RFP at any time without prior notice. Further, the City makes no representations that any Agreement will be awarded to any Contractor responding to this RFP. The City expressly reserves the right to postpone reviewing the proposals for its own convenience and to reject any and all proposals responding to this RFP without indicating any reasons for such rejection(s). Any contract awarded for these Contractor engagements will be made to the Contractor who, in the opinion of the City, is best qualified.

# **PREVAILING WAGES**

All labor categories under this project are subject to prevailing wages as identified in the State of California Labor Code commencing in Section 1770 et. seq. These labor categories when employed for any work on or in the execution of a "Public Works" project require payment of prevailing wages including but not limited to, testing, potholing and non-design work.

# PUBLIC WORKS CONTRACTOR REGISTRATION CERTIFICATION

Pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations. No bid will be accepted nor any contract entered into without proof of the contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work. If awarded a Contract, the Bidder and its subcontractors, of any tier, shall maintain active registration with the Department of Industrial Relations for the duration of the Project.

# TECHNICAL

# **SPECIFICATIONS**



# **DUNN-EDWARDS COMMERCIAL EXTERIOR MASTER SPECIFICATION**

#### **SECTION 099113**

#### 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. 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 <u>www.pdca.org</u>
- L. SSPC: Scopes of SSPC Surface Preparation Standards and Specifications. <u>www.sspc.org</u>.
- 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

#### 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.
  - 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. Architect 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 Architect at no added cost to Owner.
  - 3. Approval of mockups does not constitute approval of deviations from the Contract Documents contained in mockups unless Architect 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

- 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 Architect.
    - 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: Owner reserves the right to invoke the following procedure:
  - 1. Owner may engage the services of a qualified testing agency to sample paint materials. Contractor will be notified in advance and may be present when samples are taken. If paint materials have already been delivered to Project site, samples may be taken at Project site. Samples will be identified, sealed, and certified by testing agency.
  - 2. Testing agency will perform tests for compliance with product requirements.
  - 3. Owner may direct Contractor to stop applying paints if test results show materials being used do not comply with product requirements. Contractor shall remove 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:
  - 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.
- 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 Owner, to completely hide base material, provide uniform color, and to produce satisfactory finish results.
  - 3. Apply coatings without thinning except as specifically required by label directions or required by these specifications. In such cases, thinning shall be the minimum reduction permitted.
  - 4. Paint surfaces behind movable items same as similar exposed surfaces. Before final installation, paint surfaces behind permanently fixed items with prime coat only.
  - 5. Paint both sides and edges of 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.
  - 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 Architect, 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

(NOTE: The gloss levels listed here are the most common sheens - additional gloss levels are available for specification. For additional sheens and product systems, consult the <u>Dunn-Edwards</u> <u>Website</u> or Dunn-Edwards Architectural Representatives.)

- A. Concrete Substrates, Masonry, Clay, Stucco, Non-Traffic Surfaces:
  - 1. Commercial Latex 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, Acri-Hues ACHS10 100% acrylic, (Gloss Level 1).
       Or
    - d. Topcoat: Latex, exterior, eggshell, Dunn-Edwards, Acri-Hues ACHS30 100% acrylic, (Gloss Level 3). Or
    - e. Topcoat: Latex, exterior, semi-gloss, Dunn-Edwards, Acri-Hues ACHS50 100% acrylic, (Gloss Level 5).
- B. CMU Substrates:
  - 1. Commercial Latex System:
    - a. Prime Coat: Block filler, latex, interior/exterior, Dunn-Edwards, Smooth BLOCFIL Select SBSL00 or Eff-Stop Select ESSL00.
    - b. Intermediate Coat: Latex, exterior, matching topcoat.
    - c. Topcoat: Latex, exterior flat, Dunn-Edwards, Acri-Hues ACHS10 100% acrylic,

(Gloss Level 1). Or

- d. Topcoat: Latex, exterior, eggshell, Dunn-Edwards, Acri-Hues ACHS30 100% acrylic, (Gloss Level 3). Or
- Topcoat: Latex, exterior, semi-gloss, Dunn-Edwards, Acri-Hues ACHS50 100% e. acrylic, (Gloss Level 5).
- C. Ferrous Metal Substrates:
  - 1. Commercial Latex over a Waterborne Alkyd Primer System:
    - Prime Coat: Primer, rust inhibitive, waterborne alkyd, interior/exterior, Dunna. Edwards, Bloc-Rust Premium BRPR00 Series or Enduraprime rust preventative primer ENPR00.
    - Intermediate Coat: Latex, exterior, matching topcoat. b.
    - Topcoat: Latex, exterior, flat, Dunn-Edwards, Acri-Hues ACHS10 100% acrylic, с. (Gloss Level 1). Or
    - d. Topcoat: Latex, exterior, eggshell, Dunn-Edwards, Acri-Hues ACHS30 100% acrylic, (Gloss Level 3). Or
    - Topcoat: Latex, exterior, semi-gloss, Dunn-Edwards, Acri-Hues ACHS50 100% e. acrylic, (Gloss Level 5).
  - 2. Waterborne Urethane Alkyd Enamel System:
    - Prime Coat: Primer, rust inhibitive, waterborne alkyd, interior/exterior, Dunna. Edwards, Bloc-Rust Premium BRPR00 Series or Enduraprime rust preventative primer ENPR00.
    - Intermediate Coat: Waterborne urethane alkyd, interior/exterior matching topcoat. b.
    - Topcoat: Waterborne urethane alkyd, interior/exterior, eggshell, Dunn-Edwards, c. Aristoshield ASHL30, (Gloss Level 3). Or
    - d. Topcoat: Waterborne urethane alkyd, interior/exterior, low sheen, Dunn-Edwards, Aristoshield ASHL40, (Gloss Level 4). Or
    - Topcoat: Waterborne urethane alkyd, interior/exterior, semi-gloss, Dunne. Edwards, Aristoshield ASHL50, (Gloss Level 5) Or
    - f. Topcoat: Waterborne urethane alkyd, interior/exterior, high gloss, Dunn-Edwards, Aristoshield ASHL70, (Gloss Level 7)

- D. Non-Ferrous Metal Substrates:
  - 1. Commercial Latex System:
    - a. Pre-Treatment: Waterbased, Krud Kutter, Metal Clean & Etch SCME-01
    - b. Prime Coat: Primer, waterbased, interior/exterior, Dunn-Edwards, Ultrashield Galvanized Metal Primer ULGM00.
    - c. Intermediate Coat: Latex, exterior, matching topcoat.
    - d. Topcoat: Latex, exterior, flat, Dunn-Edwards, Acri-Hues ACHS10 100% acrylic, (Gloss Level 1).
      - Or
    - e. Topcoat: Latex, exterior eggshell, Dunn-Edwards, Acri-Hues ACHS30 100% acrylic, (Gloss Level 3). Or
    - f. Topcoat: Latex, exterior, semi-gloss, Dunn-Edwards, Acri-Hues ACHS50 100% acrylic, (Gloss Level 5).
  - 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
    - e. Topcoat: Waterborne urethane alkyd, interior/exterior, low sheen, Dunn-Edwards, Aristoshield ASHL40, (Gloss Level 4). 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).
- E. Stainless Steel, Anodized Aluminum Substrates:
  - 1. Commercial Latex System:
    - a. Prime Coat: Primer, waterborne acrylic bonding primer, Dunn-Edwards, Super-Loc, SLPR00.
    - b. Intermediate Coat: Latex, exterior, matching topcoat.
    - c. Topcoat: Latex, exterior, flat, Dunn-Edwards, Acri-Hues ACHS10 100% acrylic, (Gloss Level 1).
       Or
    - d. Topcoat: Latex, exterior, eggshell, Dunn-Edwards, Acri-Hues ACHS30 100% acrylic, (Gloss Level 3).

Or

- e. Topcoat: Latex, exterior, semi-gloss, Dunn-Edwards, Acri-Hues ACHS50 100% acrylic, (Gloss Level 5).
- F. Wood Substrates:
  - 1. Commercial Latex System:
    - a. Prime Coat: Primer, waterbased, exterior, Dunn-Edwards, Ultra-Grip Premium UGPR00 or EZ-Prime Premium EZPR00
    - b. Intermediate Coat: Latex, exterior, matching topcoat.
    - c. Topcoat: Latex, exterior, flat, Dunn-Edwards, Acri-Hues ACHS10 100% acrylic, (Gloss Level 1). Or
    - d. Topcoat: Latex, exterior, eggshell, Dunn-Edwards, Acri-Hues ACHS30 100% acrylic, (Gloss Level 3).
       Or
    - e. Topcoat: Latex, exterior, semi-gloss, Dunn-Edwards, Acri-Hues ACHS50 100% acrylic, (Gloss Level 5).

END OF SECTION 099113



# COMMERCIAL FACILITIES GUIDE PAINTING SPECIFICATIONS

09 91 23 Interior Painting 09 91 13 Exterior Painting

May 2020

If you have any questions regarding Behr Painting Specifications, please contact **specs@behr.com**.



1801 E. St. Andrew Place, Santa Ana, California 92705 • (714) 545-7101

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# **BEHR® PAINT PRODUCTS**

# PRODUCTS

The painting schedule outlined in this guide are not all inclusive of products available from Behr Paint Company. Architects and specifiers should review the products and make changes that they deem fit for the specific project or requirement.

BEHR® and KILZ® Coatings in this guide comply with all local, state and federal VOC regulations, including South Coast Air Quality Management District (SCAQMD) Rule 1113, which is considered as the most stringent VOC regulations in the nation. In addition, many of the products help project earn LEED® credits, as well as meet or exceed Master Painters Institute® (MPI) environmental and performance standards.

# **FINISH COATS**

**BEHR PREMIUM PLUS® Interior Paints** are a line of premium interior paints that provide durable and washable finishes. They also have low odor and excellent touch-up properties. Available in Flat, Eggshell, Satin, Semi-Gloss and Hi-Gloss sheens.

**BEHR ULTRA<sup>™</sup> Stain-Blocking Ceiling Paint** is a premium quality, low VOC coating, which blocks water stains with a mildew-resistant film. Its NANOGUARD<sup>®</sup> technology provides excellent stain resistance, great touch-up, coverage and it hides minor surface imperfections. It's ideal for moisture-prone areas.

**BEHR PRO®** i300 Series Interior Paints are a top-line professional quality latex paints, which provide superior hide and coverage, excellent sprayability, and superior touch-up. Available in Flat, Eggshell and Semi-Gloss finishes.

**BEHR PRO® Pre-Catalyzed Waterborne Epoxy** is a single-component acrylic epoxy coating designed for interior use in commercial, institutional, and industrial facilities. This product provides exceptional adhesion as well as resistance to abrasion, stains, and most chemicals making it ideal for high maintenance areas subject to frequent cleaning. Available in Eggshell and Semi-Gloss sheens.

**BEHR PREMIUM® Interior/Exterior Direct-To-Metal Paint** is engineered for excellent adhesion to a variety of properly prepared or primed residential and light commercial metal surfaces. It provides a durable finish that withstands tough elements on both interior and exterior surfaces. Also suitable for use on other properly prepared and primed drywall, wood and masonry. Available in Eggshell Semi-Gloss and Gloss sheens.

**BEHR PREMIUM® Porch & Patio Floor Paint** is an interior/exterior latex paint designed to provide a durable, mildew-resistant finish that resists scuffing, fading, cracking and peeling for horizontal applications. Available in Low Lustre and Gloss sheens.

**BEHR PREMIUM PLUS® Exterior Paints** are a line of premium exterior paints that provides a mildew-resistant finish with excellent durability and hide. It resists moisture, fading, and staining. Available in Flat, Satin, Semi-Gloss and Gloss sheens.

**BEHR PRO® e600 Series Exterior Paints** are a top-line, professional quality exterior paints that provide superior hide and coverage, excellent sprayability, and superior touch-up. Available in Flat, Satin and Semi-Gloss sheens.

**BEHR PREMIUM® Exterior High Build Coating** is formulated as a self-priming coating over concrete and masonry surfaces. It is a flexible, long-lasting smooth waterproofing coating that withstands wind-driven rain up to 98 mph and may be applied directly to "HOT" masonry surfaces with pH levels up to 13. This coating also provides a breathable film that has an elongation of up to 350%.

**BEHR PREMIUM® Protector & Waterproofer** is an interior/exterior water-based waterproofer formulated with silicone to penetrate into the surface to help keep water out and shield against salt damage and corrosion. This product also reduces staining caused by mold and mildew and ensures greater durability of the surface.

**BEHR PREMIUM® Semi-Transparent Waterproofing Stain & Sealer** is a 100% acrylic formula that seals out the elements, and sun's harmful UV rays, for decks, fences & siding. It's available in a curated collection of 60 color choices designed to help create a look that's as beautiful as it is durable.

**BEHR PREMIUM® Solid Color Waterproofing Stain & Sealer** is a 100% acrylic formula that seals out the elements, and sun's harmful UV rays, for decks, fences and siding. It forms a highly durable and mildew-resistant finish that resists scuffing, cracking, peelings and blistering.

# **SURFACE PREPARATION**

Clean surfaces to receive paint thoroughly of substances, which could impair adhesion of paints, including dust, dirt, oil and grease before application of any coatings. Prepare surfaces as follows:

**WOOD:** Remove mill glaze and dust, sand smooth. Fill open joints, cracks, nail holes and other pits or depressions flush and smooth with wood filler after priming. Use wood putty to match finish paint coat. Touch up knots or sap streaks with a stain-blocking sealer before priming.

**CONCRETE, PRE-CAST CONCRETE, TILT-UP:** Remove release agents, curing compounds, loose particles, efflorescence and chalk. Do not coat surfaces if moisture content or alkalinity of surface to be coated exceeds that permitted in the manufacturer's written instructions. Prime with an alkali-resistant primer.

**PLASTER and STUCCO:** Fill hairline cracks, small holes and imperfections on surfaces with patching compound. Smooth off to match adjacent surfaces. Apply an alkali-resistant primer or wash with fresh water and neutralize high alkalinity surfaces where they occur.

**MASONRY:** Remove efflorescence and chalk. Do not coat surfaces if moisture content or alkalinity of surface to be coated exceeds that permitted in the manufacturer's written instructions. Prime with an alkali-resistant primer.

**SHOP-PRIMED STEEL:** Solvent clean according to SSPC-SP1. Remove loose primer and rust, contaminants and foreign matter. Prime bare steel and touch up abrasions with a ferrous metal primer.

**STEEL, FERROUS METAL:** Remove rust, mill scale, foreign substances and shop primer. Clean according to SSPC-SP3, "Power Tool Cleaning", or abrasive blasting cleaning according to SSPC-SP6 "Commercial Blast Cleaning" as required. Protect surface from corrosion until application of primer.

**GALVANIZED METAL:** Remove oils, passivators and clean entire surface with an appropriate solvent. Pre-treat with a phosphoric acid etching solution to promote adhesion of subsequently applied coatings.

**PHOSPHATIZED METAL or GALVANNEALED METAL** shall not be chemically etched. Clean and apply suitable metal primer.

ALUMINUM: Solvent clean according to SSPC-SP1. Remove loose surface oxidation.

**GYPSUM BOARD:** Remove dust and foreign matter. Fill pits flush and smooth with joint compound and where required, apply skim coat to provide the required Level of Finish.

**WARNING** If you scrape, sand or remove old paint, you may release lead dust. Lead is toxic. Exposure to lead dust can cause serious illness, such as brain damage, especially in children. Pregnant women should also avoid exposure. Wear a NIOSH-approved respirator to control lead exposure. Clean up carefully with a HEPA vacuum and a wet mop. Before you start, find out how to protect yourself and your family by contacting the National Lead Information Center at 1-800-424-LEAD or log on to www.epa.gov/lead.

# **PROJECT CONDITIONS FOR PAINTING EXTERIOR SURFACES**

Do not apply paint or coatings when temperature is below 50°F (unless otherwise noted). Do not apply exterior paint in damp or rainy weather; ensure that the surface has dried thoroughly before proceeding. Surface temperature must be at least 5°F above dew point before painting.

# **INTERIOR PAINT SCHEDULE (09 91 23 INTERIOR PAINTING)**

# OFFICE/LOBBY/CONFERENCE ROOMS/MEETING ROOMS/BREAK ROOMS/ Common Areas

#### Concrete, Cement and Masonry – Walls

#### Eggshell Finish

First Coat: BEHR® Multi-Surface Interior/Exterior Primer & Sealer (436) Second Coat: BEHR PRO® i300 Interior Eggshell Paint (PR330) Third Coat: BEHR PRO® i300 Interior Eggshell Paint (PR330)

#### **Optional:**

First Coat:BEHR® Multi-Surface Interior/Exterior Primer & Sealer (436)Second Coat:BEHR PREMIUM PLUS® Interior Eggshell Enamel Paint (2050)Third Coat:BEHR PREMIUM PLUS® Interior Eggshell Enamel Paint (2050)

#### Semi-Gloss Finish

First Coat:BEHR® Multi-Surface Interior/Exterior Primer & Sealer (436)Second Coat:BEHR PRO® i300 Interior Semi-Gloss Paint (PR370)Third Coat:BEHR PRO® i300 Interior Semi-Gloss Paint (PR370)

# Optional:

First Coat:BEHR® Multi-Surface Interior/Exterior Primer & Sealer (436)Second Coat:BEHR PREMIUM PLUS® Interior Semi-Gloss Enamel Paint (3050)Third Coat:BEHR PREMIUM PLUS® Interior Semi-Gloss Enamel Paint (3050)

# **Concrete and Cement – Ceilings and Soffits**

#### Flat Finish

First Coat: BEHR<sup>®</sup> Multi-Surface Interior/Exterior Primer & Sealer (436) Second Coat: BEHR PRO<sup>®</sup> i300 Interior Dead Flat Paint (PR310) Third Coat: BEHR PRO<sup>®</sup> i300 Interior Dead Flat Paint (PR310)

# **Optional:**

First Coat: BEHR<sup>®</sup> Multi-Surface Interior/Exterior Primer & Sealer (436) Second Coat: BEHR ULTRA<sup>™</sup> Stain-Blocking Ceiling Paint (5558) Third Coat: BEHR ULTRA<sup>™</sup> Stain-Blocking Ceiling Paint (5558)

# **Concrete Masonry Units – Walls**

#### Eggshell Finish

First Coat:BEHR PRO® Block Filler Primer (PR50)Second Coat:BEHR PRO® i300 Interior Eggshell Paint (PR330)Third Coat:BEHR PRO® i300 Interior Eggshell Paint (PR330)

# **Optional:**

First Coat:BEHR PRO® Block Filler Primer (PR50)Second Coat:BEHR PREMIUM PLUS® Interior Eggshell Enamel Paint (2050)Third Coat:BEHR PREMIUM PLUS® Interior Eggshell Enamel Paint (2050)



#### Eggshell Finish – High Performance Coating

First Coat:BEHR PRO® Block Filler Primer (PR50)Second Coat:BEHR PRO® Pre-Catalyzed Waterborne Epoxy Eggshell (HP140)Third Coat:BEHR PRO® Pre-Catalyzed Waterborne Epoxy Eggshell (HP140)

#### Semi-Gloss Finish

First Coat:BEHR PRO® Block Filler Primer (PR50)Second Coat:BEHR PRO® i300 Interior Semi-Gloss Paint (PR370)Third Coat:BEHR PRO® i300 Interior Semi-Gloss Paint (PR370)

#### **Optional:**

First Coat: BEHR PRO® Block Filler Primer (PR50) Second Coat: BEHR PREMIUM PLUS® Interior Semi-Gloss Enamel Paint (3050) Third Coat: BEHR PREMIUM PLUS® Interior Semi-Gloss Enamel Paint (3050)

#### Semi-Gloss – High Performance Coating

First Coat:BEHR PRO® Block Filler Primer (PR50)Second Coat:BEHR PRO® Pre-Catalyzed Waterborne Epoxy Semi-Gloss (HP150)Third Coat:BEHR PRO® Pre-Catalyzed Waterborne Epoxy Semi-Gloss (HP150)

#### **Gypsum Board/Plaster – Walls**

#### Eggshell Finish

First Coat:BEHR® Drywall Plus Interior Primer & Sealer (73)Second Coat:BEHR PRO® i300 Interior Eggshell Paint (PR330)Third Coat:BEHR PRO® i300 Interior Eggshell Paint (PR330)

#### Optional:

First Coat:BEHR® Drywall Plus Interior Primer & Sealer (73)Second Coat:BEHR PREMIUM PLUS® Interior Eggshell Enamel Paint (2050)Third Coat:BEHR PREMIUM PLUS® Interior Eggshell Enamel Paint (2050)

# Eggshell Finish – High Performance Coating

First Coat:BEHR® Drywall Plus Interior Primer & Sealer (73)Second Coat:BEHR PRO® Pre-Catalyzed Waterborne Epoxy Eggshell (HP140)Third Coat:BEHR PRO® Pre-Catalyzed Waterborne Epoxy Eggshell (HP140)

#### Semi-Gloss Finish

First Coat:BEHR® Drywall Plus Interior Primer & Sealer (73)Second Coat:BEHR PRO® i300 Interior Semi-Gloss Paint (PR370)Third Coat:BEHR PRO® i300 Interior Semi-Gloss Paint (PR370)

#### Optional:

First Coat:BEHR® Drywall Plus Interior Primer & Sealer (73)Second Coat:BEHR PREMIUM PLUS® Interior Semi-Gloss Enamel Paint (3050)Third Coat:BEHR PREMIUM PLUS® Interior Semi-Gloss Enamel Paint (3050)

#### Semi-Gloss Finish – High Performance Coating

First Coat: BEHR® Drywall Plus Interior Primer & Sealer (73) Second Coat: BEHR PRO® Pre-Catalyzed Waterborne Epoxy Semi-Gloss (HP150)

Third Coat: BEHR PRO<sup>®</sup> Pre-Catalyzed Waterborne Epoxy Semi-Gloss (HP150)



#### **Gypsum Board/Plaster – Ceilings**

#### **Flat Finish**

| First Coat:  | BEHR® Drywall Plus Interior Primer & Sealer (73)            |
|--------------|---|
| Second Coat: | BEHR PRO <sup>®</sup> i300 Interior Dead Flat Paint (PR310) |
| Third Coat:  | BEHR PRO <sup>®</sup> i300 Interior Dead Flat Paint (PR310) |

#### **Optional**:

First Coat: BEHR<sup>®</sup> Drywall Plus Interior Primer & Sealer (73) Second Coat: BEHR ULTRA<sup>™</sup> Stain-Blocking Ceiling Paint (5558) Third Coat: BEHR ULTRA<sup>™</sup> Stain-Blocking Ceiling Paint (5558)

# Wood – Painted Doors, Door Frames, Trim and Woodwork

#### Satin Finish

| First Coat:  | BEHR <sup>®</sup> Interior Stain-Blocking Primer & Sealer (75) |
|--------------|--|
| Second Coat: | BEHR PREMIUM PLUS® Interior Satin Enamel (7050)                |
| Third Coat:  | BEHR PREMIUM PLUS® Interior Satin Enamel (7050)                |

#### **Optional:**

| First Coat:  | BEHR <sup>®</sup> Interior Stain-Blocking Primer & Sealer (75)         |
|--------------|--|
| Second Coat: | BEHR <sup>®</sup> Interior/Exterior Urethane Alkyd Satin Enamel (7900) |
| Third Coat:  | BEHR <sup>®</sup> Interior/Exterior Urethane Alkyd Satin Enamel (7900) |

#### Semi-Gloss Finish

| First Coat:  | BEHR <sup>®</sup> Interior Stain-Blocking Primer & Sealer (75) |
|--------------|--|
| Second Coat: | BEHR PRO <sup>®</sup> i300 Interior Semi-Gloss Paint (PR370)   |
| Third Coat:  | BEHR PRO <sup>®</sup> i300 Interior Semi-Gloss Paint (PR370)   |

# **Optional:**

| First Coat:  | BEHR <sup>®</sup> Interior Stain-Blocking Primer & Sealer (75)              |
|--------------|---|
| Second Coat: | BEHR® Interior/Exterior Urethane Alkyd Semi-Gloss Enamel (3900)             |
| Third Coat:  | BEHR <sup>®</sup> Interior/Exterior Urethane Alkyd Semi-Gloss Enamel (3900) |

# Ferrous and Non-Ferrous Metal – Doors, Door Frames, Miscellaneous Metal

#### Semi-Gloss Finish

First Coat: BEHR<sup>®</sup> Interior/Exterior Metal Primer (435)

Second Coat: BEHR® Interior/Exterior Direct-To-Metal Semi-Gloss Paint (3200)

Third Coat: BEHR® Interior/Exterior Direct-To-Metal Semi-Gloss Paint (3200)

# **Optional:**

First Coat: BEHR® Interior/Exterior Metal Primer (435) Second Coat: BEHR PRO® Pre-Catalyzed Waterborne Epoxy Semi-Gloss (HP150) Third Coat: BEHR PRO® Pre-Catalyzed Waterborne Epoxy Semi-Gloss (HP150)

# **CORRIDORS AND HALLWAYS**

# **Concrete Masonry Units – Walls**

#### Eggshell Finish

First Coat:BEHR PRO® Block Filler Primer (PR50)Second Coat:BEHR PRO® i300 Interior Eggshell Paint (PR330)Third Coat:BEHR PRO® i300 Interior Eggshell Paint (PR330)

#### Optional:

First Coat:BEHR PRO® Block Filler Primer (PR50)Second Coat:BEHR PREMIUM PLUS® Interior Eggshell Enamel Paint (2050)Third Coat:BEHR PREMIUM PLUS® Interior Eggshell Enamel Paint (2050)

#### Eggshell Finish – High Performance Coating

First Coat:BEHR PRO® Block Filler Primer (PR50)Second Coat:BEHR PRO® Pre-Catalyzed Waterborne Epoxy Eggshell (HP140)Third Coat:BEHR PRO® Pre-Catalyzed Waterborne Epoxy Eggshell (HP140)

#### Semi-Gloss Finish

First Coat: BEHR PRO<sup>®</sup> Block Filler Primer (PR50) Second Coat: BEHR PRO<sup>®</sup> i300 Interior Semi-Gloss Paint (PR370) Third Coat: BEHR PRO<sup>®</sup> i300 Interior Semi-Gloss Paint (PR370)

#### Optional:

First Coat:BEHR PRO® Block Filler Primer (PR50)Second Coat:BEHR PREMIUM PLUS® Interior Semi-Gloss Enamel Paint (3050)Third Coat:BEHR PREMIUM PLUS® Interior Semi-Gloss Enamel Paint (3050)

# Semi-Gloss – High Performance Coating

First Coat:BEHR PRO® Block Filler Primer (PR50)Second Coat:BEHR PRO® Pre-Catalyzed Waterborne Epoxy Semi-Gloss (HP150)Third Coat:BEHR PRO® Pre-Catalyzed Waterborne Epoxy Semi-Gloss (HP150)

# **Gypsum Board/Plaster – Walls**

# Eggshell Finish

First Coat:BEHR® Drywall Plus Interior Primer & Sealer (73)Second Coat:BEHR PRO® i300 Interior Eggshell Paint (PR330)Third Coat:BEHR PRO® i300 Interior Eggshell Paint (PR330)

# Optional:

First Coat:BEHR® Drywall Plus Interior Primer & Sealer (73)Second Coat:BEHR PREMIUM PLUS® Interior Eggshell Enamel Paint (2050)Third Coat:BEHR PREMIUM PLUS® Interior Eggshell Enamel Paint (2050)

# Eggshell Finish – High Performance Coating

First Coat:BEHR® Drywall Plus Interior Primer & Sealer (73)Second Coat:BEHR PRO® Pre-Catalyzed Waterborne Epoxy Eggshell (HP140)Third Coat:BEHR PRO® Pre-Catalyzed Waterborne Epoxy Eggshell (HP140)

#### Semi-Gloss Finish

| First Coat:  | BEHR <sup>®</sup> Drywall Plus Interior Primer & Sealer (73) |
|--------------|--|
| Second Coat: | BEHR PRO <sup>®</sup> i300 Interior Semi-Gloss Paint (PR370) |
| Third Coat:  | BEHR PRO <sup>®</sup> i300 Interior Semi-Gloss Paint (PR370) |

**Optional:** 

First Coat: BEHR<sup>®</sup> Drywall Plus Interior Primer & Sealer (73) Second Coat: BEHR PREMIUM PLUS<sup>®</sup> Interior Semi-Gloss Enamel Paint (3050) Third Coat: BEHR PREMIUM PLUS<sup>®</sup> Interior Semi-Gloss Enamel Paint (3050)

#### Semi-Gloss Finish – High Performance Coating

First Coat:BEHR® Drywall Plus Interior Primer & Sealer (73)Second Coat:BEHR PRO® Pre-Catalyzed Waterborne Epoxy Semi-Gloss (HP150)Third Coat:BEHR PRO® Pre-Catalyzed Waterborne Epoxy Semi-Gloss (HP150)

# **Gypsum Board/Plaster – Ceilings**

#### **Flat Finish**

First Coat:BEHR® Drywall Plus Interior Primer & Sealer (73)Second Coat:BEHR PRO® i300 Interior Dead Flat Paint (PR310)Third Coat:BEHR PRO® i300 Interior Dead Flat Paint (PR310)

#### Wood – Painted Doors, Door Frames, Trim and Woodwork

#### Satin Finish

First Coat:BEHR® Interior Stain-Blocking Primer & Sealer (75)Second Coat:BEHR PREMIUM PLUS® Interior Satin Enamel (7050)Third Coat:BEHR PREMIUM PLUS® Interior Satin Enamel (7050)

# **Optional:**

First Coat:BEHR® Interior Stain-Blocking Primer & Sealer (75)Second Coat:BEHR® Interior/Exterior Urethane Alkyd Satin Enamel (7900)Third Coat:BEHR® Interior/Exterior Urethane Alkyd Satin Enamel (7900)

# Semi-Gloss Finish

First Coat:BEHR® Interior Stain-Blocking Primer & Sealer (75)Second Coat:BEHR PRO® i300 Interior Semi-Gloss Paint (PR370)Third Coat:BEHR PRO® i300 Interior Semi-Gloss Paint (PR370)

# **Optional:**

First Coat:BEHR® Interior Stain-Blocking Primer & Sealer (75)Second Coat:BEHR® Interior/Exterior Urethane Alkyd Semi-Gloss Enamel (3900)Third Coat:BEHR® Interior/Exterior Urethane Alkyd Semi-Gloss Enamel (3900)

# Ferrous Metal – Doors, Door Frames, Hand Rail and Miscellaneous Metal

# Eggshell Finish

First Coat:BEHR® Interior/Exterior Metal Primer (435)Second Coat:BEHR® Interior/Exterior Direct-To-Metal Eggshell Paint (7200)Third Coat:BEHR® Interior/Exterior Direct-To-Metal Eggshell Paint (7200)

#### **Optional: High Performance Coating**

First Coat:BEHR® Interior/Exterior Metal Primer (435)Second Coat:BEHR PRO® Pre-Catalyzed Waterborne Epoxy Eggshell (HP140)Third Coat:BEHR PRO® Pre-Catalyzed Waterborne Epoxy Eggshell (HP140)

#### Semi-Gloss Finish

First Coat: BEHR<sup>®</sup> Interior/Exterior Metal Primer (435) Second Coat: BEHR<sup>®</sup> Interior/Exterior Direct-To-Metal Semi-Gloss Paint (3200)

Third Coat: BEHR® Interior/Exterior Direct-To-Metal Semi-Gloss Paint (3200)

#### **Optional: High Performance Coating**

First Coat:BEHR® Interior/Exterior Metal Primer (435)Second Coat:BEHR PRO® Pre-Catalyzed Waterborne Epoxy Semi-Gloss (HP150)Third Coat:BEHR PRO® Pre-Catalyzed Waterborne Epoxy Semi-Gloss (HP150)

#### Non-Ferrous Metal – Galvanized Metal / Aluminum

#### Eggshell Finish

First Coat: BEHR® Interior/Exterior Metal Primer (435) Second Coat: BEHR® Interior/Exterior Direct-To-Metal Eggshell Paint (7200) Third Coat: BEHR® Interior/Exterior Direct-To-Metal Eggshell Paint (7200)

#### **Optional: High Performance Coating**

First Coat:BEHR® Interior/Exterior Metal Primer (435)Second Coat:BEHR PRO® Pre-Catalyzed Waterborne Epoxy Eggshell (HP140)Third Coat:BEHR PRO® Pre-Catalyzed Waterborne Epoxy Eggshell (HP140)

#### Semi-Gloss Finish

First Coat: BEHR<sup>®</sup> Interior/Exterior Metal Primer (435)

Second Coat: BEHR® Interior/Exterior Direct-To-Metal Semi-Gloss Paint (3200)

Third Coat: BEHR® Interior/Exterior Direct-To-Metal Semi-Gloss Paint (3200)

#### **Optional: High Performance Coating**

First Coat: BEHR<sup>®</sup> Interior/Exterior Metal Primer (435)

Second Coat: BEHR PRO<sup>®</sup> Pre-Catalyzed Waterborne Epoxy Semi-Gloss (HP150)

Third Coat: BEHR PRO<sup>®</sup> Pre-Catalyzed Waterborne Epoxy Semi-Gloss (HP150)

# RESTAURANT

#### **Gypsum Board/Plaster – Walls**

#### Eggshell Finish

First Coat:BEHR® Drywall Plus Interior Primer & Sealer (73)Second Coat:BEHR PRO® i300 Interior Eggshell Paint (PR330)Third Coat:BEHR PRO® i300 Interior Eggshell Paint (PR330)

#### **Optional:**

First Coat: BEHR® Drywall Plus Interior Primer & Sealer (73) Second Coat: BEHR PREMIUM PLUS® Interior Eggshell Enamel Paint (2050) Third Coat: BEHR PREMIUM PLUS® Interior Eggshell Enamel Paint (2050)

# Eggshell Finish – High Performance Coating

First Coat: BEHR® Drywall Plus Interior Primer & Sealer (73) Second Coat: BEHR PRO® Pre-Catalyzed Waterborne Epoxy Eggshell (HP140) Third Coat: BEHR PRO® Pre-Catalyzed Waterborne Epoxy Eggshell (HP140)

# Semi-Gloss Finish

First Coat:BEHR® Drywall Plus Interior Primer & Sealer (73)Second Coat:BEHR PRO® i300 Interior Semi-Gloss Paint (PR370)Third Coat:BEHR PRO® i300 Interior Semi-Gloss Paint (PR370)

# Optional:

First Coat:BEHR® Drywall Plus Interior Primer & Sealer (73)Second Coat:BEHR PREMIUM PLUS® Interior Semi-Gloss Enamel Paint (3050)Third Coat:BEHR PREMIUM PLUS® Interior Semi-Gloss Enamel Paint (3050)

# Semi-Gloss Finish – High Performance Coating

First Coat:BEHR® Drywall Plus Interior Primer & Sealer (73)Second Coat:BEHR PRO® Pre-Catalyzed Waterborne Epoxy Semi-Gloss (HP150)Third Coat:BEHR PRO® Pre-Catalyzed Waterborne Epoxy Semi-Gloss (HP150)

# Gypsum Board – Ceilings

# Flat Finish

| First Coat:  | BEHR® Drywall Plus Interior Primer & Sealer (73)            |
|--------------|---|
| Second Coat: | BEHR PRO <sup>®</sup> i300 Interior Dead Flat Paint (PR310) |
| Third Coat:  | BEHR PRO <sup>®</sup> i300 Interior Dead Flat Paint (PR310) |

# Wood – Painted Doors, Door Frames, Trim and Woodwork

# Satin Finish

| First Coat:  | BEHR <sup>®</sup> Interior Stain-Blocking Primer & Sealer (75) |
|--------------|--|
| Second Coat: | BEHR PREMIUM PLUS <sup>®</sup> Interior Satin Enamel (7050)    |
| Third Coat:  | BEHR PREMIUM PLUS <sup>®</sup> Interior Satin Enamel (7050)    |

# **Optional:**

| First Coat:  | BEHR <sup>®</sup> Interior Stain-Blocking Primer & Sealer (75) |
|--------------|--|
| Second Coat: | BEHR® Interior/Exterior Urethane Alkyd Satin Enamel (7900)     |
| Third Coat:  | BEHR® Interior/Exterior Urethane Alkyd Satin Enamel (7900)     |



#### Semi-Gloss Finish

| First Coat:  | BEHR <sup>®</sup> Interior Stain-Blocking Primer & Sealer (75) |
|--------------|--|
| Second Coat: | BEHR PRO <sup>®</sup> i300 Interior Semi-Gloss Paint (PR370)   |
| Third Coat:  | BEHR PRO <sup>®</sup> i300 Interior Semi-Gloss Paint (PR370)   |

#### **Optional:**

| First Coat:  | BEHR <sup>®</sup> Interior Stain-Blocking Primer & Sealer (75)              |
|--------------|---|
| Second Coat: | BEHR <sup>®</sup> Interior/Exterior Urethane Alkyd Semi-Gloss Enamel (3900) |
| Third Coat:  | BEHR <sup>®</sup> Interior/Exterior Urethane Alkyd Semi-Gloss Enamel (3900) |

NOTE: These coating conforms to USDA regulatory requirements for incidental food-contact materials intended for use on surfaces not in direct contact with food, such as walls, floors and ceilings.

#### Ferrous and Non-Ferrous Metal – Doors, Door Frames, Miscellaneous Metal

#### Eggshell Finish

First Coat:BEHR® Interior/Exterior Metal Primer (435)Second Coat:BEHR® Interior/Exterior Direct-To-Metal Eggshell Paint (7200)Third Coat:BEHR® Interior/Exterior Direct-To-Metal Eggshell Paint (7200)

#### Semi-Gloss Finish

First Coat: BEHR<sup>®</sup> Interior/Exterior Metal Primer (435) Second Coat: BEHR<sup>®</sup> Interior/Exterior Direct-To-Metal Semi-Gloss Paint (3200)

Third Coat: BEHR<sup>®</sup> Interior/Exterior Direct-To-Metal Semi-Gloss Paint (3200)

# **ENGINEERING AND FACILITIES OFFICES/STORAGE ROOMS**

#### Concrete, Cement and Masonry – Walls

#### Eggshell Finish

First Coat:BEHR® Interior Stain-Blocking Primer & Sealer (75)Second Coat:BEHR PRO® i300 Interior Eggshell Paint (PR330)Third Coat:BEHR PRO® i300 Interior Eggshell Paint (PR330)

#### Semi-Gloss Finish

First Coat:BEHR® Interior Stain-Blocking Primer & Sealer (75)Second Coat:BEHR PRO® i300 Interior Semi-Gloss Paint (PR370)Third Coat:BEHR PRO® i300 Interior Semi-Gloss Paint (PR370)

#### Concrete Masonry Units (CMU) – Walls

#### Eggshell Finish

First Coat:BEHR PRO® Block Filler Primer (PR50)Second Coat:BEHR PRO® i300 Interior Eggshell Paint (PR330)Third Coat:BEHR PRO® i300 Interior Eggshell Paint (PR330)

# Semi-Gloss Finish

First Coat:BEHR PRO® Block Filler Primer (PR50)Second Coat:BEHR PRO® i300 Interior Semi-Gloss Paint (PR370)Third Coat:BEHR PRO® i300 Interior Semi-Gloss Paint (PR370)

#### **Gypsum Board – Walls**

#### Eggshell Finish

First Coat:BEHR® Drywall Plus Interior Primer & Sealer (73)Second Coat:BEHR PRO® i300 Interior Eggshell Paint (PR330)Third Coat:BEHR PRO® i300 Interior Eggshell Paint (PR330)

#### Semi-Gloss Finish

First Coat:BEHR® Drywall Plus Interior Primer & Sealer (73)Second Coat:BEHR PRO® i300 Interior Semi-Gloss Paint (PR370)Third Coat:BEHR PRO® i300 Interior Semi-Gloss Paint (PR370)

#### **Gypsum Board – Ceilings**

#### Flat Finish

| First Coat:  | BEHR® Drywall Plus Interior Primer & Sealer (73)       |
|--------------|--|
| Second Coat: | BEHR PRO <sup>®</sup> i300 Interior Flat Paint (PR310) |
| Third Coat:  | BEHR PRO <sup>®</sup> i300 Interior Flat Paint (PR310) |

#### Optional:

First Coat:BEHR® Drywall Plus Interior Primer & Sealer (73)Second Coat:BEHR PRO® i300 Interior Eggshell Paint (PR330)Third Coat:BEHR PRO® i300 Interior Eggshell Paint (PR330)

#### Wood – Painted Doors, Door Frames, Trim and Woodwork

#### Semi-Gloss Finish

| First Coat:  | BEHR <sup>®</sup> Interior Stain-Blocking Primer & Sealer (75) |
|--------------|--|
| Second Coat: | BEHR PRO <sup>®</sup> i300 Interior Semi-Gloss Paint (PR370)   |
| Third Coat:  | BEHR PRO <sup>®</sup> i300 Interior Semi-Gloss Paint (PR370)   |

#### **Optional:**

First Coat:BEHR® Interior Stain-Blocking Primer & Sealer (75)Second Coat:BEHR® Interior/Exterior Urethane Alkyd Semi-Gloss Enamel (3900)Third Coat:BEHR® Interior/Exterior Urethane Alkyd Semi-Gloss Enamel (3900)

#### Ferrous Metal – Doors, Door Frames, Hand Rail and Miscellaneous Metals

#### Semi-Gloss Finish

First Coat: BEHR<sup>®</sup> Interior/Exterior Metal Primer (435)

Second Coat: BEHR® Interior/Exterior Direct-To-Metal Semi-Gloss Paint (3200)

Third Coat: BEHR® Interior/Exterior Direct-To-Metal Semi-Gloss Paint (3200)

# **RESTROOMS / BATHROOMS / WET AREAS**

### Concrete, Cement and Masonry – Walls

### Eggshell Finish

First Coat:BEHR® Interior Stain-Blocking Primer & Sealer (75)Second Coat:BEHR PRO® i300 Interior Eggshell Paint (PR330)Third Coat:BEHR PRO® i300 Interior Eggshell Paint (PR330)

### Eggshell Finish – High Performance Coating (Wet Areas)

First Coat: BEHR PRO® Block Filler Primer (PR50)

Second Coat: BEHR PRO® Pre-Catalyzed Waterborne Epoxy Eggshell (HP140)

Third Coat: BEHR PRO<sup>®</sup> Pre-Catalyzed Waterborne Epoxy Eggshell (HP140)

### Semi-Gloss Finish

First Coat:BEHR® Interior Stain-Blocking Primer & Sealer (75)Second Coat:BEHR PRO® i300 Interior Semi-Gloss Paint (PR370)Third Coat:BEHR PRO® i300 Interior Semi-Gloss Paint (PR370)

### Semi-Gloss Finish – High Performance Coating (Wet Areas)

First Coat: BEHR PRO<sup>®</sup> Block Filler Primer (PR50) Second Coat: BEHR PRO<sup>®</sup> Pre-Catalyzed Waterborne Epoxy Semi-Gloss (HP150) Third Coat: BEHR PRO<sup>®</sup> Pre-Catalyzed Waterborne Epoxy Semi-Gloss (HP150)

### Concrete Masonry Units (CMU) – Walls

### Eggshell Finish

First Coat:BEHR PRO® Block Filler Primer (PR50)Second Coat:BEHR PRO® i300 Interior Eggshell Paint (PR330)Third Coat:BEHR PRO® i300 Interior Eggshell Paint (PR330)

### Eggshell Finish – High Performance Coating (Wet Areas)

First Coat: BEHR PRO<sup>®</sup> Block Filler Primer (PR50)

Second Coat: BEHR PRO® Pre-Catalyzed Waterborne Epoxy Eggshell (HP140)

Third Coat: BEHR PRO® Pre-Catalyzed Waterborne Epoxy Eggshell (HP140)

### Semi-Gloss Finish

First Coat:BEHR PRO® Block Filler Primer (PR50)Second Coat:BEHR PRO® i300 Interior Semi-Gloss Paint (PR370)Third Coat:BEHR PRO® i300 Interior Semi-Gloss Paint (PR370)

### Semi-Gloss Finish – High Performance Coating (Wet Areas)

First Coat: BEHR PRO<sup>®</sup> Block Filler Primer (PR50)

Second Coat: BEHR PRO<sup>®</sup> Pre-Catalyzed Waterborne Epoxy Semi-Gloss (HP150) Third Coat: BEHR PRO<sup>®</sup> Pre-Catalyzed Waterborne Epoxy Semi-Gloss (HP150)

### **Gypsum Board/Plaster – Walls**

### Eggshell Finish

First Coat:BEHR® Drywall Plus Interior Primer & Sealer (73)Second Coat:BEHR PRO® i300 Interior Eggshell Paint (PR330)Third Coat:BEHR PRO® i300 Interior Eggshell Paint (PR330)



### Eggshell Finish – High Performance Coating (Wet Areas)

First Coat:BEHR® Drywall Plus Interior Primer & Sealer (73)Second Coat:BEHR PRO® Pre-Catalyzed Waterborne Epoxy Eggshell (HP140)Third Coat:BEHR PRO® Pre-Catalyzed Waterborne Epoxy Eggshell (HP140)

### Semi-Gloss Finish

First Coat:BEHR® Drywall Plus Interior Primer & Sealer (73)Second Coat:BEHR PRO® i300 Interior Semi-Gloss Paint (PR370)Third Coat:BEHR PRO® i300 Interior Semi-Gloss Paint (PR370)

### Semi-Gloss Finish – High Performance Coating (Indoor Pool Area)

First Coat: BEHR® Drywall Plus Interior Primer & Sealer (73)

Second Coat: BEHR PRO<sup>®</sup> Pre-Catalyzed Waterborne Epoxy Semi-Gloss (HP150) Third Coat: BEHR PRO<sup>®</sup> Pre-Catalyzed Waterborne Epoxy Semi-Gloss (HP150)

### Eggshell Finish – High Performance Coating

First Coat:BEHR® Drywall Plus Interior Primer & Sealer (73)Second Coat:BEHR PRO® Pre-Catalyzed Waterborne Epoxy Eggshell (HP140)Third Coat:BEHR PRO® Pre-Catalyzed Waterborne Epoxy Eggshell (HP140)

### Semi-Gloss Finish – High Performance Coating

First Coat:BEHR® Drywall Plus Interior Primer & Sealer (73)Second Coat:BEHR PRO® Pre-Catalyzed Waterborne Epoxy Semi-Gloss (HP150)Third Coat:BEHR PRO® Pre-Catalyzed Waterborne Epoxy Semi-Gloss (HP150)

### **Gypsum Board – Ceilings**

### Flat Finish

First Coat:BEHR® Drywall Plus Interior Primer & Sealer (73)Second Coat:BEHR PRO® i300 Interior Dead Flat Paint (PR310)Third Coat:BEHR PRO® i300 Interior Dead Flat Paint (PR310)

### Wood – Painted Doors, Door Frames, Trim and Woodwork

### Semi-Gloss Finish

First Coat:BEHR® Interior Stain-Blocking Primer & Sealer (75)Second Coat:BEHR PRO® i300 Interior Semi-Gloss Paint (PR370)Third Coat:BEHR PRO® i300 Interior Semi-Gloss Paint (PR370)

### Optional:

First Coat: BEHR<sup>®</sup> Interior Stain-Blocking Primer & Sealer (75) Second Coat: BEHR<sup>®</sup> Interior/Exterior Urethane Alkyd Semi-Gloss Enamel (3900) Third Coat: BEHR<sup>®</sup> Interior/Exterior Urethane Alkyd Semi-Gloss Enamel (3900)

### Ferrous and Non-Ferrous Metal – Doors, Door Frames, Hand Rail and Miscellaneous Metals

### Semi-Gloss Finish

First Coat:BEHR® Interior/Exterior Metal Primer (435)Second Coat:BEHR® Interior/Exterior Direct-To-Metal Semi-Gloss Paint (3200)Third Coat:BEHR® Interior/Exterior Direct-To-Metal Semi-Gloss Paint (3200)

# **CONCRETE FLOORS – PAINTED, LIGHT PEDESTRIAN TRAFFIC**

### Low-Lustre Finish

First Coat:BEHR® Concrete & Masonry Bonding Primer (880)Second Coat:BEHR® Interior/Exterior Low-Lustre Paint (6050)Third Coat:BEHR® Interior/Exterior Low-Lustre Paint (6050)

# **EXTERIOR PAINT SCHEDULE (09 91 13 EXTERIOR PAINTING)**

# CONCRETE

### Precast, Poured in Place, Tilt-Up Concrete and Masonry – Walls

### Flat Finish

First Coat: BEHR® Multi-Surface Interior/Exterior Primer & Sealer (436) Second Coat: BEHR PRO® e600 Exterior Flat Paint (PR610) Third Coat: BEHR PRO® e600 Exterior Flat Paint (PR610)

### Satin Finish

First Coat:BEHR® Multi-Surface Interior/Exterior Primer & Sealer (436)Second Coat:BEHR PRO® e600 Exterior Satin Paint (PR640)Third Coat:BEHR PRO® e600 Exterior Satin Paint (PR640)

### Semi-Gloss Finish

First Coat: BEHR® Multi-Surface Interior/Exterior Primer & Sealer (436) Second Coat: BEHR PRO® e600 Exterior Semi-Gloss Paint (PR670) Third Coat: BEHR PRO® e600 Exterior Semi-Gloss Paint (PR670)

### Flat Finish – High Build Waterproofing Coating

First Coat:BEHR® Multi-Surface Interior/Exterior Primer & Sealer (436)Second Coat:BEHR® Exterior High Build Coating (4700)Third Coat:BEHR® Exterior High Build Coating (4700)

# **STUCCO AND CEMENT PLASTER**

### Stucco, EIFS and Cement Plaster – Walls

### Flat Finish

First Coat:BEHR® Multi-Surface Interior/Exterior Primer & Sealer (436)Second Coat:BEHR PRO® e600 Exterior Flat Paint (PR610)Third Coat:BEHR PRO® e600 Exterior Flat Paint (PR610)

### Satin Finish

First Coat:BEHR® Multi-Surface Interior/Exterior Primer & Sealer (436)Second Coat:BEHR PRO® e600 Exterior Satin Paint (PR640)Third Coat:BEHR PRO® e600 Exterior Satin Paint (PR640)

### Semi-Gloss Finish

| First Coat:  | BEHR <sup>®</sup> Multi-Surface Interior/Exterior Primer & Sealer (436) |
|--------------|---|
| Second Coat: | BEHR PRO <sup>®</sup> e600 Exterior Semi-Gloss Paint (PR670)            |
| Third Coat:  | BEHR PRO <sup>®</sup> e600 Exterior Semi-Gloss Paint (PR670)            |

# FIBER CEMENT: PRE-PRIMED\*

### Fiber Cement – Walls

| Flat Finish<br>Spot Prime:<br>Second Coat:<br>Third Coat:  | BEHR® Multi-Surface Interior/Exterior Primer & Sealer (436)<br>BEHR PRO® e600 Exterior Flat Paint (PR610)<br>BEHR PRO® e600 Exterior Flat Paint (PR610)                              |
|--|--|
| Satin Finish<br>Spot Prime:<br>Second Coat:<br>Third Coat: | BEHR® Multi-Surface Interior/Exterior Primer & Sealer (436)<br>BEHR PRO® e600 Exterior Satin Paint (PR640)<br>BEHR PRO® e600 Exterior Satin Paint (PR640)                            |
| Semi-Gloss F<br>Spot Prime:<br>Second Coat:<br>Third Coat: | <b>Finish</b><br>BEHR® Multi-Surface Interior/Exterior Primer & Sealer (436)<br>BEHR PRO® e600 Exterior Semi-Gloss Paint (PR670)<br>BEHR PRO® e600 Exterior Semi-Gloss Paint (PR670) |

\*Note: For unprimed fiber cement, change 1st coat from Spot Prime to Full Prime.

## **CONCRETE MASONRY UNITS (CMU)**

### **Concrete Block and Cinder Block – Walls**

### Flat Finish

First Coat:BEHR PRO® Block Filler Primer (PR50)Second Coat:BEHR PRO® e600 Exterior Flat Paint (PR610)Third Coat:BEHR PRO® e600 Exterior Flat Paint (PR610)

### Satin Finish

First Coat:BEHR PRO® Block Filler Primer (PR50)Second Coat:BEHR PRO® e600 Exterior Satin Paint (PR640)Third Coat:BEHR PRO® e600 Exterior Satin Paint (PR640)

### Semi-Gloss Finish

First Coat:BEHR PRO® Block Filler Primer (PR50)Second Coat:BEHR PRO® e600 Exterior Semi-Gloss Paint (PR670)Third Coat:BEHR PRO® e600 Exterior Semi-Gloss Paint (PR670)

## WOOD

### Wood, Wood Composites: Painted

### **Flat Finish**

| First Coat:  | BEHR <sup>®</sup> Multi-Surface Interior/Exterior Primer & Sealer (436) |
|--------------|---|
| Second Coat: | BEHR PRO <sup>®</sup> e600 Exterior Flat Paint (PR610)                  |
| Third Coat:  | BEHR PRO <sup>®</sup> e600 Exterior Flat Paint (PR610)                  |

### Satin Finish

First Coat:BEHR® Multi-Surface Interior/Exterior Primer & Sealer (436)Second Coat:BEHR PRO® e600 Exterior Satin Paint (PR640)Third Coat:BEHR PRO® e600 Exterior Satin Paint (PR640)

### Wood – Painted Doors, Door Frames, Trim and Woodwork

### **Optional**:

First Coat: BEHR<sup>®</sup> Multi-Surface Interior/Exterior Primer & Sealer (436) Second Coat: BEHR<sup>®</sup> Interior/Exterior Urethane Alkyd Satin Enamel (7900) Third Coat: BEHR<sup>®</sup> Interior/Exterior Urethane Alkyd Satin Enamel (7900)

### Semi-Gloss Finish

| First Coat:  | BEHR <sup>®</sup> Interior Stain-Blocking Primer & Sealer (75) |
|--------------|--|
| Second Coat: | BEHR PRO <sup>®</sup> e600 Exterior Semi-Gloss Paint (PR670)   |
| Third Coat:  | BEHR PRO <sup>®</sup> e600 Exterior Semi-Gloss Paint (PR670)   |

### **Optional:**

First Coat:BEHR® Interior Stain-Blocking Primer & Sealer (75)Second Coat:BEHR® Interior/Exterior Urethane Alkyd Semi-Gloss Enamel (3900)Third Coat:BEHR® Interior/Exterior Urethane Alkyd Semi-Gloss Enamel (3900)

### Ferrous Metal – Doors, Door Frames, Hand Rail and Miscellaneous Metals

### Semi-Gloss Finish

First Coat:BEHR® Interior/Exterior Metal Primer (435)Second Coat:BEHR® Interior/Exterior Direct-To-Metal Semi-Gloss Paint (3200)Third Coat:BEHR® Interior/Exterior Direct-To-Metal Semi-Gloss Paint (3200)

### Semi-Gloss Finish

First Coat:BEHR® Multi-Surface Interior/Exterior Primer & Sealer (436)Second Coat:BEHR PRO® e600 Exterior Semi-Gloss Paint (PR670)Third Coat:BEHR PRO® e600 Exterior Semi-Gloss Paint (PR670)

### Wood, Wood Composites: Stained

### Solid Color Finish

Stain Coat: BEHR PREMIUM<sup>®</sup> Solid Color Waterproofing Stain & Sealer (5011)

### Wood, Engineered Synthetic Wood, Pressure Treated Lumber: Stained

### Semi-Transparent Finish

Stain Coat: BEHR PREMIUM<sup>®</sup> Semi-Transparent Waterproofing Stain & Sealer (5077)

# FERROUS METAL: STEEL AND WROUGHT IRON

### Eggshell Finish – Light Industrial Coating

First Coat: BEHR® Interior/Exterior Metal Primer (435)
Second Coat: BEHR® Interior/Exterior Direct-To-Metal Eggshell Paint (7200)
Third Coat: BEHR® Interior/Exterior Direct-To-Metal Eggshell Paint (7200)
Semi-Gloss Finish – Light Industrial Coating
First Coat: BEHR® Interior/Exterior Metal Primer (435)
Second Coat: BEHR® Interior/Exterior Direct-To-Metal Semi-Gloss Paint (3200)
Third Coat: BEHR® Interior/Exterior Direct-To-Metal Semi-Gloss Paint (3200)
Third Coat: BEHR® Interior/Exterior Direct-To-Metal Semi-Gloss Paint (3200)
Gloss Finish – Light Industrial Coating
First Coat: BEHR® Interior/Exterior Metal Primer (435)
Second Coat: BEHR® Interior/Exterior Direct-To-Metal Semi-Gloss Paint (3200)
Gloss Finish – Light Industrial Coating
First Coat: BEHR® Interior/Exterior Direct-To-Metal Gloss Paint (8200)
Third Coat: BEHR® Interior/Exterior Direct-To-Metal Gloss Paint (8200)

## NON-FERROUS METAL: GALVANIZED METAL, ALUMINUM AND BRASS

### **Gloss Finish – Light Industrial Coating**

First Coat:BEHR® Interior/Exterior Metal Primer (435)Second Coat:BEHR® Interior/Exterior Direct-To-Metal Gloss Paint (8200)Third Coat:BEHR® Interior/Exterior Direct-To-Metal Gloss Paint (8200)

### Eggshell Finish – Light Industrial Coating

First Coat: BEHR<sup>®</sup> Interior/Exterior Metal Primer (435)

Second Coat: BEHR® Interior/Exterior Direct-To-Metal Eggshell Paint (7200)

Third Coat: BEHR® Interior/Exterior Direct-To-Metal Eggshell Paint (7200)

Semi-Gloss Finish – Light Industrial Coating

First Coat:BEHR® Interior/Exterior Metal Primer (435)Second Coat:BEHR® Interior/Exterior Direct-To-Metal Semi-Gloss Paint (3200)Third Coat:BEHR® Interior/Exterior Direct-To-Metal Semi-Gloss Paint (3200)

### **Gloss Finish – Light Industrial Coating**

First Coat: BEHR® Interior/Exterior Metal Primer (435)

Second Coat: BEHR® Interior/Exterior Direct-To-Metal Gloss Paint (8200)

Third Coat: BEHR® Interior/Exterior Direct-To-Metal Gloss Paint (8200)

### **CONCRETE PORCHES/WALKWAYS/FLOORS - PAINTED, LIGHT PEDESTRIAN TRAFFIC**

### Low-Lustre Finish

First Coat:BEHR® Concrete & Masonry Bonding Primer (880)Second Coat:BEHR® Interior/Exterior Low-Lustre Paint (6050)Third Coat:BEHR® Interior/Exterior Low-Lustre Paint (6050)

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### **ISSUED May 2018**

### 09 91 13 - EXTERIOR SPECIFICATION

### THE SHERWIN-WILLIAMS COMPANY

### COMMERCIAL PAINTING SPECIFICATION GUIDE

This Painting Schedule is furnished only as a guide to select exterior paint systems, and is not allinclusive of available Sherwin-Williams products. Although it is written in the CSI format and can be included in its entirety in a master specification, one should review the contents and edit to suit the particular needs of the project and its respective location. This specification does not take into consideration wet areas or areas needing high performance coatings.

The schedule is arranged by substrates, and offers latex, & alkyd systems. For High Performance Industrial Coatings refer to 09 96 00. Each system also includes the various degrees of gloss available. Architectural and Industrial products are specified in this document.

Local and National V.O.C. (Volatile Organic Compound) regulations have been taken into consideration, but because these regulations vary greatly around the country and are constantly changing, we suggest verifying that product selections meet the requirements of the area in which they are to be used. If the project is located within the OTC, CARB, SCAQMD or other VOC regulated regions; one must comply with the regulations regarding VOCs. It is always recommended that you consult with a Sherwin-Williams Company Representative or call our Sherwin-Williams Architectural Services Department before finalizing the selection.

If you need more specific information on a particular product, refer to the current Sherwin-Williams Painting Systems Catalog or the <u>www.sherwin-williams.com</u> website, or call our Architectural Services Department toll free.

The Sherwin-Williams Company Architectural Services Department 1-800-321-8194 (Telephone)

### SECTION 09 91 13

### EXTERIOR COMMERCIAL PAINTS AND COATINGS



### Part 1 GENERAL

### 1.1 SECTION INCLUDES

A Exterior paint and coating systems

### 1.2 RELATED SECTIONS

- A Section 05 05 13 Shop Applied Coatings for Metal
- B Section 06 01 40 Architectural Woodwork Refinishing
- C Section 06 05 83 Shop Applied Wood Coatings
- D Section 07 19 00 Water Repellents
- E Section 09 67 00 Fluid Applied Flooring for Concrete
- F Section 09 93 00 Stains and Transparent Finishes
- G Section 09 96 00 High-Performance Coatings

### 1.3 REFERENCES

- A SSPC-SP 1 Solvent Cleaning
- B SSPC-SP 2 Hand Tool Cleaning
- C SSPC-SP 3 Power Tool Cleaning
- D SSPC-SP 13 / NACE No. 6 Surface Preparation for Concrete

### 1.4 SUBMITTALS

- A Submit under provisions of Section 01 33 00, Submittal Procedures.
- B Product Data: Manufacturer's data sheets on each paint and coating product should include:
  - 1 Product characteristics
  - 2 Surface preparation instructions and recommendations
  - 3 Primer requirements and finish specification
  - 4 Storage and handling requirements and recommendations
  - 5 Application methods
  - 6 Clean-up Information
- C Selection Samples: Submit a complete set of color chips that represent the full range of manufacturer's color samples available.
- D Coating Maintenance Manual: upon conclusion of the project, the Contractor or paint manufacturer/supplier shall furnish a coating maintenance manual, such as Sherwin-Williams "Custodian Paint Maintenance Manual" report or equal. Manual shall include an Area Summary with finish schedule, Area Detail designating where each product/color/finish was used, product data pages, Safety Data Sheets, care and cleaning instructions, touch-up procedures, and color samples of each color and finish used.

### 1.5 MOCK-UP

Include a mock-up if the project size and/or quality warrant taking such a precaution. The following is one example of how a mock-up on a large project might be specified. When deciding on the extent of the mock-up, consider all the major different types of painting on the project.

- A. Finish surfaces for verification of products, colors, & sheens.
- B. Finish area designated by Architect.
- C. Provide samples that designate prime & finish coats.
- D. Do not proceed with remaining work until the Architect approves the mock-up samples.

### 1.6 DELIVERY, STORAGE, AND HANDLING

- A Delivery: Deliver manufacturer's unopened containers to the work site. Packaging shall bear the manufacturer's name, label, and the following list of information:
  - 1 Product name, and type (description)
  - 2 Application & use instructions
  - 3 Surface preparation
  - 4 VOC content
  - 5 Environmental handling and SDS
  - 6 Batch date
  - 7 Color number
- B Storage: Store and dispose of solvent-based materials, and materials used with solvent-based materials, in accordance with requirements of local authorities having jurisdiction. Store materials in an area that is within the acceptable temperature range, per manufacturer's instructions. Protect from freezing.
- C Handling: Maintain a clean, dry storage area to prevent contamination or damage to the coatings.

### 1.7 PROJECT CONDITIONS

Maintain environmental conditions (temperature, humidity, and ventilation) within limits recommended by manufacturer for optimum results. Do not apply coatings under environmental conditions outside manufacturer's absolute limits.

### Part 2 PRODUCTS

### 2.1 MANUFACTURERS

- A Acceptable Manufacturer: The Sherwin-Williams Company 101 Prospect Avenue NW Cleveland, OH 44115 Tel: (800) 321-8194 www.sherwin-williams.com
- B Substitutions: Requests for substitutions will be considered in accordance with provisions of Section 01 60 00 Product Requirements.
   When submitting request for substitution, provide complete product data specified above under Submittals, for each substitute product.

### 2.2 APPLICATIONS/SCOPE

- A Use this article to define the scope of painting if not fully defined in a Finish Schedule or on the drawings. This article must be carefully edited to reflect the surfaces actually found on the project. In some cases, it may be enough to use the first paragraph that says, in effect, "paint everything" along with a list of items not to paint, without exhaustively defining all the different surfaces and items that must be painted.
- B If the project involves repainting some but not all existing painted surfaces, be sure to indicate the extent of the repainting.
- C The descriptions of each system can also be used to further refine the definition of what is to be painted, stained, or clear finished.
- D Surfaces to Be Coated:

Concrete: Cementitious Siding, Flexboard, Transite, and Shingles (Non-Roof) Masonry: Concrete Masonry Units, Cinder or Concrete Block Concrete: Concrete Floors, Patios, Porches, Steps & Platforms (Non-Vehicular) Metal: Aluminum/Galvanized Metal Ferrous: Misc. Iron, Ornamental Iron Wood: Decks, Floors, and Platforms (Non-Vehicular) Wood: Siding, Trim, Shutters, Sash, and Misc. Hardboard Architectural PVC, Plastic, Fiberglass Vinyl: Siding, EIFS, Synthetic Stucco Drywall: Gypsum Board, and Exterior Drywall

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|    | 2. Elastomeric Systems   |  |
|    | 3. Textured Elastomeric Systems  |  |
|    | 4. Textured & Smooth Systems   |  |
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|    | 5. Stain Systems   |  |
|    | 6. Clear Water Repellant   |  |
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| F. | WOOD - (Decks, Floors, Platforms, (Non-Vehicular))                                 |  |
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| G. | WOOD - (Siding, Trim, Shutters, Sashes, Misc., Hardboard-Bare/Primed) Page 16-17   |  |
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| Н. | ARCHITECTURAL PVC, PLASTIC, FIBERGLASS   |  |
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| J. | DRYWALL - (Gypsum Board, Exterior Drywall)Page 20                                  |  |
|    | 1. Latex Systems   |  |

### Index of Data pages

DATAPAGES AND SDS SHEETS: (To open any of the Data page Files, please click here)

### Refer to the current SDS/EDS for specific VOCs. VOCs may vary by base and sheen.

### \*\*NOTES TO SPECIFIER\*\*

- Specify the Pro Industrial line when higher performance is needed.
- Loxon Self-Cleaning Acrylic Coating is formulated to be self-cleaning by shedding dirt upon rain or water contact.
- Rusty galvanizing requires a minimum of Hand Tool Cleaning per SSPC-SP2, prime the area the same day as cleaned with Pro Industrial Pro-Cryl Universal Primer, B66-1300 Series
- For higher performance on bare ferrous and non-ferrous handrails and touch objects specify at minimum an epoxy primer followed by a urethane finish.

### EDIT THIS SCHEDULE TO SELECT PRODUCT AND FINISH DESIRED

### 2.3 SCHEDULE

### CONCRETE - (Cementitious Siding, Flexboard, Transite Board, Shingles (Non-Roof), Α. Common Brick, Stucco, Tilt-up, Precast, and Poured-in-place Cement) 1.

### Latex Systems

- а. Gloss Finish
  - S-W Loxon<sup>®</sup> Concrete & Masonry Primer, LX02 Series 1st Coat: (8.0 mils wet, 3.2 dry)
  - S-W A-100<sup>®</sup> Exterior Latex Gloss, A8 Series 2nd Coat:
  - 3rd Coat: S-W A-100 Exterior Latex Gloss, A8 Series
    - (4.0 mils wet, 1.4 mils dry per coat)

### **Early Moisture Resistant Finish**

- 1st Coat: S-W Loxon Concrete & Masonry Primer, LX02 Series (8.0 mils wet, 3.2 dry) 2nd Coat: S-W Resilience<sup>®</sup> Latex Gloss, K44 Series
- 3rd Coat: S-W Resilience Latex Gloss, K44 Series
  - (4.0 mils wet, 1.6 mils dry per coat)
- b. Satin Finish
  - 1st Coat: S-W Loxon Concrete & Masonry Primer, LX02 Series (8.0 mils wet, 3.2 dry)
  - 2nd Coat: S-W A-100 Exterior Latex Satin, A82 Series
  - S-W A-100 Exterior Latex Satin, A82 Series 3rd Coat: (4.0 mils wet, 1.5 mils dry per coat)

### Early Moisture Resistant Finish

- S-W Loxon Concrete & Masonry Primer, LX02 Series 1st Coat: (8.0 mils wet, 3.2 mils dry) 2nd Coat: S-W Resilience Latex Satin. K43 Series
- 3rd Coat: S-W Resilience Latex Satin, K43 Series
  - (4.0 mils wet, 1.6 mils dry per coat)

#### C. Low Sheen Finish

1st Coat: S-W Loxon Concrete & Masonry Primer, LX02 Series (8.0 mils wet. 3.2 drv) 2nd Coat: S-W A-100 Exterior Latex Low Sheen, A12 Series S-W A-100 Exterior Latex Low Sheen, A12 Series 3rd Coat: (4.0 mils wet, 1.5 mils dry per coat)

### d. Flat Finish 1st Coat: S-W Loxon Concrete & Masonry Primer, LX02 Series (8.0 mils wet, 3.2 mils dry) 2nd Coat: S-W A-100 Exterior Latex Flat. A6 Series

3rd Coat: S-W A-100 Exterior Latex Flat, A6 Series (4.0 mils wet, 1.4 mils dry per coat)

## Self-Cleaning Acrylic Finish

1st Coat: S-W Loxon Concrete & Masonry Primer, LX02 Series (8.0 mils wet, 3.2 mils dry) 2nd Coat: S-W Loxon Self-Cleaning Acrylic, LX13 Series 3rd Coat: S-W Loxon Self-Cleaning Acrylic, LX13 Series (5.0-7.0 mils wet, 2.1-2.9 mils dry per coat)

Specifier Note: Loxon Self-Cleaning Acrylic Coating is formulated to be self-cleaning by shedding dirt upon rain or water contact.

# A. CONCRETE - (Cementitious Siding, Flexboard, Transite Board, Shingles (Non-Roof), Common Brick, Stucco, Tilt-up, Precast, and Poured-in-place Cement) (Cont.)

### 1. Latex Systems

- d. Flat Finish (cont.)
  - Early Moisture Resistant Finish

| 1st Coat: | S-W Loxon Concrete & Masonry Primer, LX02 Series |
|-----------|--|
|           | (8.0 mils wet, 3.2 mils dry)                     |

- 2nd Coat: S-W Resilience Latex Flat, K42 Series
- 3rd Coat: S-W Resilience Latex Flat, K42 Series
  - (4.0 mils wet, 1.6 mils dry per coat)

### **High Build Coating**

| 1st Coat: | S-W Loxon XP <sup>™</sup> , LX11 Series         |
|-----------|---|
|           | (14.0-18.0 mils wet; 6.5-8.4 mils dry per coat) |

# 2. Elastomeric Systems (Not Including; Cementitious Siding, Flexboard, Transite Board, Shingles (Non-Roof))

### a. Flat Finish

| S-W Loxon Concrete & Masonry Primer, LX02 Series           |
|--|
| (8.0 mils wet, 3.2 mils dry)                               |
| S-W ConFlex XL Elastomeric High Build Coating, CF11 Series |
| S-W ConFlex XL Elastomeric High Build Coating, CF11 Series |
| (13.0-16.0 mils wet, 6-7.5 mils dry per coat)              |
|  |
|  |

### Alternate:

| /         |  |
|-----------|--|
| 1st Coat: | S-W Loxon Acrylic Block Surfacer, LX01 Series                        |
|           | (50-100 sq ft/gal)   |
| 2nd Coat: | S-W ConFlex SherLastic <sup>®</sup> Elastomeric Coating, CF16 Series |
| 3rd Coat: | S-W ConFlex SherLastic Elastomeric Coating, CF16 Series              |
|           | (10.0-14.0 mils wet,4.0-6.0 mils dry per coat)                       |
|           |  |

Specifier Note: For porous surfaces a coat of Loxon Acrylic Block Surfacer may be required to help achieve a pinhole free surface.

### 3. Textured Elastomeric Systems

a.

# Textured Finish 1st Coat: S-W Loxon Concrete & Masonry Primer, LX02 Series (8.0 mils wet, 3.2 mils dry) 2nd Coat: S-W ConFlex XL Elastomeric High Build Coating, CF11 Series (13.0-16.0 mils wet, 6-7.5 mils dry per coat) 3rd Coat: S-W ConFlex XL Textured Elastomeric High Build Coating, CF12 Series (Fine, Medium, Extra Coarse) Alternate: 1st Coat: S-W Loxon Activitic Block Surfacer LX01 Series

| 1st Coat: | S-W Loxon Acrylic Block Surfacer, LX01 Series           |
|-----------|---|
|           | (50-100 sq ft/gal)                                      |
| 2nd Coat: | S-W ConFlex SherLastic Elastomeric Coating, CF16 Series |
| 3rd Coat: | S-W ConFlex SherLastic Elastomeric Coating, CF16 Series |
|           | (10.0-14.0 mils wet, 4.0-6.0 mils dry per coat)         |

A. CONCRETE - (Cementitious Siding, Flexboard, Transite Board, Shingles (Non-Roof), Common Brick, Stucco, Tilt-up, Precast, and Poured-in-place Cement) (Cont.)

### 4. Textured & Smooth Systems

- a. Textured (Waterbased Finish)
  - 1st Coat: S-W Loxon Acrylic Block Surfacer, LX01 Series (50-100 sq ft/gal)
     2nd Coat: S-W ConFlex UltraCrete<sup>™</sup> Texture Coating, CF17 Series
    - nd Coat: S-W ConFlex UltraCrete Texture Coating, CF17 Series (Fine, Medium, Extra Coarse) (50-80 sq ft/gal)
- b. Textured (Solvent Based Finish)
   1st Coat: S-W ConFlex UltraCrete Solvent Borne Texture Coating, CF18 Series (Smooth) (100-160 sq ft/gal)
   2nd Coat: S-W ConFlex UltraCrete Solvent Borne Texture Coating, CF18 Series (Smooth, Fine, Medium) (50-80 sq ft/gal)
- c. Smooth (Waterbased Finish) 1st Coat: S-W Loxon XP, LX11 Series 2nd Coat: S-W Loxon XP, LX11 Series (14.0-18 mils wet, 6.5-8.4 mils dry per coat) 2nd coat optional

### 5. Stain Systems

a. Solid Color Waterborne Finish

1st Coat:S-W Loxon Vertical Concrete Stain, LX31W Series2nd Coat:S-W Loxon Vertical Concrete Stain, LX31W Series(50-250 sq/ft gal)

### Alternate:

1st Coat: S-W H&C<sup>®</sup> COLORTOP<sup>™</sup> Water-Based Solid Color Concrete Stain 2nd Coat: S-W H&C COLORTOP Water-Based Solid Color Concrete Stain (50-300 sq ft/gal)

b. Semi-Transparent Waterborne Finish
 1st Coat: S-W Loxon Vertical Semi-Transparent Concrete Stain, LX31T Series
 2nd Coat: S-W Loxon Vertical Semi-Transparent Concrete Stain, LX31T Series (150-400 sq ft/qal)

### 6. Clear Water Repellent

a. Clear Waterborne

1st Coat:S-W ConFlex Water Repellent 7% Siloxane, CF31 Series2nd Coat:S-W ConFlex Water Repellant 7% Siloxane, CF31 Series(25-200 sq ft/ gal)

b. Clear Solventborne

| 1st Coat: | S-W Loxon 40% Silane Water Repellent, LX31T Series |
|-----------|--|
| 2nd Coat: | S-W Loxon 40% Silane Water Repellent, LX31T Series |
|           | (25-175 sq ft/ gal)                                |

### B. MASONRY (Concrete Masonry Units, Cinder or Concrete Block)

### 1. Latex Systems

a.

| Gloss Finis | sh  |
|-------------|---|
| 1st Coat:   | S-W ConFlex Block Filler, CF01 Series     |
|             | (75-100 sq ft/gal)                        |
| 2nd Coat:   | S-W A-100 Exterior Latex Gloss, A8 Series |
| 3rd Coat:   | S-W A-100 Exterior Latex Gloss, A8 Series |
|             | (4.0 mils wet, 1.4 mils dry per coat)     |
|             |   |

### **Early Moisture Resistant Finish**

| 1st Coat: | S-W ConFlex Block Filler, CF01 Series  |
|-----------|--|
|           | (75-100 sq ft/gal)                     |
| 2nd Coat: | S-W Resilience Latex Gloss, K44 Series |
| 3rd Coat: | S-W Resilience Latex Gloss, K44 Series |
|           | (4.0 mils wet, 1.6 mils dry per coat)  |

b. Semi-Gloss Finish

| 1st Coat: | S-W ConFlex Block Filler, CF01 Series                |
|-----------|--|
|           | (75-100 sq ft/gal)                                   |
| 2nd Coat: | S-W Solo <sup>®</sup> Acrylic Semi-Gloss, A76 Series |
| 3rd Coat: | S-W Solo Acrylic Semi-Gloss, A76 Series              |
|           | (4.0 mils wet, 1.5 mils dry per coat)                |
|           |  |

### c. Satin Finish

| 1st Coat: | S-W ConFlex Block Filler, CF01 Series<br>(75-100 sq ft/gal)                      |
|-----------|--|
|           | S-W A-100 Exterior Latex Satin, A82 Series                                       |
| 3rd Coat: | S-W A-100 Exterior Latex Satin, A82 Series (4.0 mils wet, 1.5 mils dry per coat) |

### **Early Moisture Resistant Finish**

| 1st Coat: | S-W ConFlex Block Filler, CF01 Series  |
|-----------|--|
|           | (75-100 sq ft/gal)                     |
| 2nd Coat: | S-W Resilience Latex Satin, K43 Series |

3rd Coat: S-W Resilience Latex Satin, K43 Series (4.0 mils wet, 1.6 mils dry per coat)

### d. Low Sheen Finish

1st Coat: S-W ConFlex Block Filler, CF01 Series (75-100 sq ft/gal)
2nd Coat: S-W A-100 Exterior Latex Low Sheen, A12 Series 3rd Coat: S-W A-100 Exterior Latex Low Sheen, A12 Series (4.0 mils wet, 1.5 mils dry per coat)

### e. Flat Finish

| 1st Coat: | S-W ConFlex Block Filler, CF01 Series    |
|-----------|--|
|           | (75-100 sq ft/gal)                       |
| 2nd Coat: | S-W A-100 Exterior Latex Flat, A6 Series |
| 3rd Coat: | S-W A-100 Exterior Latex Flat, A6 Series |
|           | (4.0 mils wet, 1.4 mils dry per coat)    |

### Self-Cleaning Acrylic Finish

| 1st Coat: | S-W Loxon Acrylic Block Surfacer, LX01 Series |
|-----------|---|
|           | (50-100 sq ft/gal)                            |
| 2nd Coat: | S-W Loxon Self-Cleaning Acrylic, LX13 Series  |
| 3rd Coat: | S-W Loxon Self-Cleaning Acrylic, LX13 Series  |
|           | (5.0-7.0 mils wet, 2.1-2.9 mils dry per coat) |

### B. MASONRY (Concrete Masonry Units, Cinder or Concrete Block) (Cont.)

### 1. Latex Systems

e.

Flat Finish (cont.)
Early Moisture Resistant Finish

1st Coat:
S-W ConFlex Block Filler, CF01 Series

(75-100 sq ft/gal)

2nd Coat:
S-W Resilience Latex Flat, K42 Series

3rd Coat:
S-W Resilience Latex Flat, K42 Series

(4.0 mils wet, 1.6 mils dry per coat)

High Build Coating

1st Coat:
S-W Loxon Acrylic Block Surfacer, LX01 Series

(50-100 sq ft/gal)

### 2nd Coat: S-W Loxon XP, LX11 Series (14.0-18.0 mils wet, 6.5-8.4 mils dry)

### 2. Elastomeric Systems

### a. Flat Finish

| 1st Coat: | S-W Loxon Acrylic Block Surfacer, LX01 Series              |
|-----------|--|
|           | (50-100 sq ft/gal)   |
| 2nd Coat: | S-W ConFlex XL Elastomeric High Build Coating, CF11 Series |
| 3rd Coat: | S-W ConFlex XL Elastomeric High Build Coating, CF11 Series |
|           | (13.0-16.0 mils wet, 6-7.5 mils dry per coat)              |

### Alternate:

| 1st Coat: | S-W Loxon Acrylic Block Surfacer, LX01 Series<br>(50-100 sq ft/gal)  |
|-----------|--|
|           | S-W ConFlex Sherlastic Elastomeric Coating, CF16 Series<br>S-W ConFlex Sherlastic Elastomeric Coating, CF16 Series<br>(10.0-14.0 mils wet,4.0-6.0 mils dry per coat) |

### 3. Textured Elastomeric System

### a. Textured Finish

| 1st Coat: | S-W Loxon Acrylic Block Surfacer, LX01 Series                       |
|-----------|---|
|           | (50-100 sq ft/gal)  |
| 2nd Coat: | S-W ConFlex XL Elastomeric High Build Coating, CF11 Series          |
|           | (13.0-16.0 mils wet, 6-7.5 mils dry per coat)                       |
| 3rd Coat: | S-W ConFlex XL Textured Elastomeric High Build Coating, CF12 Series |
|           | (Fine, Medium, Extra Coarse) (70-80 sq ft/gal)                      |
|           |   |

### 4. Textured & Smooth Masonry Systems

- a. Textured (Water Based Finish)
  - 1st Coat: S-W Loxon Acrylic Block Surfacer, LX01 Series (50-100 sq ft/gal)
    2nd Coat: S-W ConFlex UltraCrete Textured Coating, CF17 Series (Fine, Medium, Extra Coarse) (50-80 sq ft/gal)
- b. Textured Finish (Solvent Based)

1st Coat: S-W ConFlex UltraCrete Solvent Borne Texture Coating, CF18 Series (Smooth) (100-160 sq ft/gal)

- 2nd Coat: S-W ConFlex UltraCrete Solvent Borne Texture Coating, CF18 Series (Smooth, Fine, Medium) (50-80 sq ft/gal)
- c. Smooth (Water Based Finish)
  - 1st Coat: S-W Loxon XP, LX11 Series
  - 2nd Coat: S-W Loxon XP, LX11 Series
    - (14.0-18 mils wet, 6.5-8.4 mils dry per coat) 2nd coat optional

### B. MASONRY (Concrete Masonry Units, Cinder or Concrete Block) (Cont.)

### 5. Stain Systems

- a. Solid Color Waterborne Finish
  - 1st Coat:S-W Loxon Vertical Concrete Stain, LX31W Series2nd Coat:S-W Loxon Vertical Concrete Stain, LX31W Series(50-250 sq ft/gal)
- b. Semi-Transparent Waterborne Finish
  - 1st Coat:S-W Loxon Vertical Semi-Transparent Concrete Stain, LX31T Series2nd Coat:S-W Loxon Vertical Semi-Transparent Concrete Stain, LX31T Series(150-400 sq ft/gal)

### 6. Clear Water Repellant

a. Clear

1st Coat:S-W ConFlex Water Repellant 7% Siloxane, CF31 Series2nd Coat:S-W ConFlex Water Repellant 7% Siloxane, CF31 Series(25-200 sq ft/gal)

b. Clear Solventborne

1st Coat:S-W Loxon 40% Silane Water Repellent, LX31T Series2nd Coat:S-W Loxon 40% Silane Water Repellent, LX31T Series(25-175 sq ft/ gal)

### C. CONCRETE - (Concrete Floors, Patios, Porches, Steps & Platforms, (Non-Vehicular)) 1. Acrylic Water-Based Systems

# Acrylic Water-Based Systems

Gloss Finish1st Coat:S-W ConFlex Flexible Concrete Waterproofer, Smooth, CF14 Series2nd Coat:S-W ConFlex Flexible Concrete Waterproofer, Smooth, CF14 Series<br/>(10.0-12.0 mils wet per coat)3rd Coat:SW H&C Clarishield<sup>™</sup> Water-Based Clear Sealer, Wet Look<br/>SW H&C Clarishield Water-Based Clear Sealer, Wet Look<br/>(200 sq/ft per gallon)

### b. Satin Finish

| 1st Coat: | S-W Porch & Floor Enamel, A32 Series  |
|-----------|---------------------------------------|
| 2nd Coat: | S-W Porch & Floor Enamel, A32 Series  |
|           | (4.0 mils wet; 1.5 mils dry per coat) |

### c. Low Luster Finish

| 1st Coat: | S-W ConFlex Flexible Concrete Waterproofer, Smooth, CF14 Series           |
|-----------|---|
| 2nd Coat: | S-W ConFlex Flexible Concrete Waterproofer, Smooth, CF14 Series           |
|           | (10.0-12.0 mils wet per coat)   |
| 3rd Coat: | SW H&C UltraPaver <sup>™</sup> Water-Based Paver Sealer, Natural or Gloss |
| 4th Coat: | SW H&C UltraPaver Water-Based Paver Sealer, Natural or Gloss              |
|           | (100-150 sq ft/gal)   |
|           |   |

d. Flat Finish
 1st Coat: S-W ConFlex Flexible Concrete Waterproofer, Smooth, CF14 Series
 2nd Coat: S-W ConFlex Flexible Concrete Waterproofer, Smooth, CF14 Series (10.0-12.0 mils wet per coat)

### 2. Solid Color Stain

a. Low Luster Finish

1st Coat: S-W H&C Acryla-Deck<sup>™</sup> Water-Based Solid Color 100% Acrylic Deck Coating

2nd Coat: S-W H&C Acryla-Deck Water-Based Solid Color 100% Acrylic Deck Coating (50-300 sq ft/gal)

### D. METAL – (Aluminum/Galvanized)

### 1. Latex Systems

a. Gloss Finish

| 0.000     |   |
|-----------|---|
| 1st Coat: | S-W A-100 Exterior Latex Gloss, A8 Series |
| 2nd Coat: | S-W A-100 Exterior Latex Gloss, A8 Series |
|           | (4.0 mils wet, 1.4 mils dry per coat)     |

### **Early Moisture Resistant Finish**

| 1st Coat: | S-W Resilience Latex Gloss, K44 Series |
|-----------|--|
| 2nd Coat: | S-W Resilience Latex Gloss, K44 Series |
|           | (4.0 mils wet, 1.6 mils dry per coat)  |

b. Semi-Gloss Finish

1st Coat:S-W Solo Acrylic Semi-Gloss, A76 Series2nd Coat:S-W Solo Acrylic Semi-Gloss, A76 Series(4.0 mils wet, 1.5 mils dry per coat)

c. Satin Finish 1st Coat: S-W A-100 Exterior Latex Satin, A82 Series 2nd Coat: S-W A-100 Exterior Latex Satin, A82 Series (4.0 mils wet, 1.5 mils dry per coat)

### **Early Moisture Resistant Finish**

1st Coat: S-W Resilience Latex Satin, K43 Series 2nd Coat: S-W Resilience Latex Satin, K43 Series (4.0 mils wet, 1.6 mils dry per coat)

d. Low Sheen Finish

1st Coat: S-W A-100 Exterior Latex Low Sheen, A12 Series 2nd Coat: S-W A-100 Exterior Latex Low Sheen, A12 Series (4.0 mils wet, 1.5 mils dry per coat)

### e. Flat Finish

| 1st Coat: | S-W A-100 Exterior Latex Flat, A6 Series |
|-----------|--|
| 2nd Coat: | S-W A-100 Exterior Latex Flat, A6 Series |
|           | (4.0 mils wet, 1.4 mils dry per coat)    |

### **Early Moisture Resistant Finish**

| 1st Coat: | S-W Resilience Latex Flat, K42 Series |
|-----------|---------------------------------------|
| 2nd Coat: | S-W Resilience Latex Flat, K42 Series |
|           | (4.0 mils wet, 1.6 mils dry per coat) |

### D. METAL – (Aluminum/Galvanized) (Cont.)

### 2. Alkyd Systems (Waterbased Urethane Modified Alkyd)

Gloss Finish a.

| a. | Gioss Finish           |   |  |
|----|------------------------|---|--|
|    | 1st Coat:              | S-W Pro Industrial <sup>™</sup> Pro-Cryl <sup>®</sup> Universal Primer, B66-1310 Series (5.0 mils wet, 1.9 mils dry)          |  |
|    | 2nd Coat:<br>3rd Coat: | S-W Emerald <sup>®</sup> Urethane Trim Enamel Gloss, K39-750 Series<br>S-W Emerald Urethane Trim Enamel Gloss, K39-750 Series |  |
|    | Siù Coat.              | (4.0 mils wet, 1.4 mils dry per coat)   |  |
| b. | Semi-Gloss Finish      |   |  |
|    | 1st Coat:              | S-W Pro Industrial Pro-Cryl Universal Primer, B66-1310 Series (5.0 mils wet, 1.9 mils dry)                                    |  |
|    |                        | S-W Emerald Urethane Trim Enamel Semi-Gloss, K38-750 Series   |  |
|    | 3rd Coat:              | S-W Emerald Urethane Trim Enamel Semi-Gloss, K38-750 Series (4.0 mils wet, 1.4 mils dry per coat)                             |  |
| C. | Satin Finish           |   |  |
|    | 1st Coat:              | S-W Pro Industrial Pro-Cryl Universal Primer, B66-1310 Series (5.0 mils wet, 1.9 mils dry)                                    |  |
|    | 2nd Coat:              | S-W Emerald Urethane Trim Enamel Satin, K37-750 Series  |  |
|    | 3rd Coat:              | S-W Emerald Urethane Trim Enamel Satin, K37-750 Series  |  |

(4.0 mils wet, 1.4 mils dry per coat)

### \*\* NOTE TO SPECIFIER\*\*

- For High Performance Metal Systems refer to 09 96 00 •
- Rusty galvanizing requires a minimum of Hand Tool Cleaning per SSPC-SP2, prime the area the same day as cleaned • with Pro Industrial Pro-Cryl Universal Primer, B66-1300 Series For higher performance on bare ferrous and non-ferrous handrails and touch objects specify at minimum an epoxy primer
- followed by a Polyurethane finish.

# E. METAL Ferrous - (Structural Steel, Beams, Miscellaneous & Ornamental Iron, Sashes, Doors, Partitions, Trim)

### 1. Latex Systems

- a. Gloss Finish
  - 1st Coat: S-W Pro Industrial Pro-Cryl Universal Primer, B66-1310 Series (5.0 mils wet, 2.0 mils dry)
    - 2nd Coat: S-W Solo Acrylic Gloss, A77 Series
    - 3rd Coat: S-W Solo Acrylic Gloss, A77 Series
      - (4.0 mils wet, 1.6 mils dry per coat)
- b. Semi-Gloss Finish
  - 1st Coat: S-W Pro Industrial Pro-Cryl Universal Primer, B66-1310 Series (5.0 mils wet, 2.0 mils dry)
  - 2nd Coat: S-W Solo Acrylic Semi-Gloss, A76 Series
  - 3rd Coat: S-W Solo Acrylic Semi-Gloss, A76 Series
    - (4.0 mils wet, 1.5 mils dry per coat)
- 2. Alkyd Systems (Waterbased Urethane Modified Alkyd)

### a. Gloss Finish

- 1st Coat: S-W Pro Industrial Pro-Cryl Universal Primer, B66-1310 Series (5.0 mils wet, 1.9 mils dry)
- 2nd Coat: S-W Emerald Urethane Trim Enamel Gloss, K39-750 Series
- 3rd Coat: S-W Emerald Urethane Trim Enamel Gloss, K39-750 Series (4.0 mils wet, 1.4 mils dry per coat)
- b. Semi-Gloss Finish
  - 1st Coat: S-W Pro Industrial Pro-Cryl Universal Primer, B66-1310 Series (5.0 mils wet, 1.9 mils dry)
    2nd Coat: S-W Emerald Urethane Trim Enamel Semi-Gloss, K38-750 Series
    3rd Coat: S-W Emerald Urethane Trim Enamel Semi-Gloss, K38-750 Series
    - (4.0 mils wet, 1.4 mils dry per coat)
- c. Satin Finish
  - 1st Coat: S-W Pro Industrial Pro-Cryl Universal Primer, B66-1310 Series (5.0 mils wet, 1.9 mils dry)
  - 2nd Coat: S-W Emerald Urethane Trim Enamel Satin, K37-750 Series
  - 3rd Coat: S-W Emerald Urethane Trim Enamel Satin, K37-750 Series (4.0 mils wet, 1.4 mils dry per coat)

### \*\* NOTE TO SPECIFIER\*\*

- For High Performance Metal Systems refer to 09 96 00
- For higher performance on bare ferrous and non-ferrous handrails and touch objects specify at minimum an epoxy primer followed by a Polyurethane finish.

### F. WOOD – (Decks, Floors, Platforms, (Non-Vehicular))

### 1. Acrylic System

- a. Satin Floor Finish
  - 1st Coat:S-W Porch & Floor Enamel, A32 Series2nd Coat:S-W Porch & Floor Enamel, A32 Series(4.0 mils wet, 1.5 mils dry per coat)

### 2. Stain Systems

- a. Solid Color Acrylic Latex (Waterborne)
  - 1st Coat: S-W SuperDeck<sup>®</sup> Exterior Waterborne Solid Color Deck Stain,
    - 2nd Coat: S-W SuperDeck Exterior Waterborne Solid Color Deck Stain, SD7-150 Series (200-400 sq ft/gal)
- b. Semi-Solid Stain (Waterborne)

 1st Coat: S-W SuperDeck Exterior Waterborne Semi-Solid Stain, SD5T15
 2nd Coat: S-W SuperDeck Exterior Waterborne Semi-Solid Stain, SD5T15 (100-350 sq ft/gal)

- c. Semi-Transparent Stain (Waterborne)
   1st Coat: S-W SuperDeck Exterior Waterborne Semi-Transparent Stain, SD3T25
   2nd Coat: S-W SuperDeck Exterior Waterborne Semi-Transparent Stain, SD3T25 (100-350 sq ft/gal)
- d. Semi-Transparent Stain (Oil-Based) 1st Coat: S-W SuperDeck Exterior Oil-Based Semi-Transparent Stain, SD4C125 (100-350 sq ft/gal)
- e. Transparent Stain 1st Coat: S-W SuperDeck Exterior Oil-Based Transparent Stain, SD2 Series (150-300 sq ft/qal)
- f. Clear Stain

| 1st Coat: | S-W SuperDeck Exterior Waterborne Clear Sealer, SD1T100 |
|-----------|---|
| 2nd Coat: | S-W SuperDeck Exterior Waterborne Clear Sealer, SD1T100 |
|           | (150-300 sq ft/gal)                                     |

### G. 1. WOOD - (Siding, Trim, Shutters, Sashes, Misc., Hardboard-Bare/Primed)

### La

|    | Systems   |   |
|----|---|---|
| а. | Gloss Finisl<br>1st Coat:<br>2nd Coat:<br>3rd Coat: | h<br>S-W Exterior Latex Wood Primer, B42W8041<br>(4.0 mils wet, 1.4 mils dry)<br>S-W A-100 Exterior Latex Gloss, A8 Series<br>S-W A-100 Exterior Latex Gloss, A8 Series<br>(4.0 mils wet, 1.4 mils dry per coat)                |
|    | Early Moise<br>1st Coat:<br>2nd Coat:<br>3rd Coat:  | ture Resistant Finish<br>S-W Exterior Latex Wood Primer, B42W8041<br>(4.0 mils wet, 1.4 mils dry)<br>S-W Resilience Latex Gloss, K44 Series<br>S-W Resilience Latex Gloss, K44 Series<br>(4.0 mils wet, 1.6 mils dry per coat)  |
| b. | Semi-Gloss<br>1st Coat:<br>2nd Coat:<br>3rd Coat:   | Finish<br>S-W Exterior Latex Wood Primer, B42W8041<br>(4.0 mils wet, 1.4 mils dry)<br>S-W Solo Acrylic Semi-Gloss, A76 Series<br>S-W Solo Acrylic Semi-Gloss, A76 Series<br>(4.0 mils wet, 1.5 mils dry per coat)               |
| c. | Satin Finish<br>1st Coat:<br>2nd Coat:<br>3rd Coat: | S-W Exterior Latex Wood Primer, B42W8041<br>(4.0 mils wet, 1.4 mils dry)<br>S-W A-100 Exterior Latex Satin, A82 Series<br>S-W A-100 Exterior Latex Satin, A82 Series<br>(4.0 mils wet, 1.5 mils dry per coat)                   |
|    | Early Moise<br>1st Coat:<br>2nd Coat:<br>3rd Coat:  | ture Resistant Finish<br>S-W Exterior Latex Wood Primer, B42W8041<br>(4.0 mils wet, 1.4 mils dry)<br>S-W Resilience Latex Satin, K43 Series<br>S-W Resilience Latex Satin, K43 Series<br>(4.0 mils wet, 1.6 mils dry per coat)  |
| d. | Low Sheen<br>1st Coat:<br>2nd Coat:<br>3rd Coat:    | Finish<br>S-W Exterior Latex Wood Primer, B42W8041<br>(4.0 mils wet, 1.4 mils dry)<br>S-W A-100 Exterior Latex Low Sheen, A12 Series<br>S-W A-100 Exterior Latex Low Sheen, A12 Series<br>(4.0 mils wet, 1.5 mils dry per coat) |
| e. | Flat Finish<br>1st Coat:<br>2nd Coat:<br>3rd Coat:  | S-W Exterior Latex Wood Primer, B42W8041<br>(4.0 mils wet, 1.4 mils dry)<br>S-W A-100 Exterior Latex Flat, A6 Series<br>S-W A-100 Exterior Latex Flat, A6 Series<br>(4.0 mils wet, 1.4 mils dry per coat)                       |
|    | Early Mois<br>1st Coat:                             | ture Resistant Finish<br>S-W Exterior Latex Wood Primer, B42W8041   |

| 1st Coat: | S-W Exterior Latex Wood Primer, B42W804 |
|-----------|---|
|           | (4.0 mils wet, 1.4 mils dry)            |
| 2nd Coat: | S-W Resilience Latex Flat, K42 Series   |
| 3rd Coat: | S-W Resilience Latex Flat, K42 Series   |
|           | (4.0 mils wet, 1.6 mils dry per coat)   |
|           |   |

### G. WOOD - (Siding, Trim, Shutters, Sashes, Misc., Hardboard-Bare/Primed)(Cont.)

### 2. Stain - Water Reducible Systems

### a. Solid Color

1st Coat: S-W WoodScapes<sup>®</sup> Solid Color Stain, A15 Series 2nd Coat: S-W WoodScapes Solid Color Stain, A15 Series (200-400 sq ft/gal)

### Alternate:

| Allemale. |   |
|-----------|---|
| 1st Coat: | S-W ProMar <sup>®</sup> Solid Color Stain, A16 Series |
| 2nd Coat: | S-W ProMar Solid Color Stain, A16 Series              |
|           | (200-400 sq ft/gal)                                   |

b. Semi-Transparent

1st Coat: S-W WoodScapes Semi-Transparent Stain, A15T5 2nd Coat: S-W WoodScapes Semi-Transparent Stain, A15T5 (100-350 sq ft/gal)

Semi-Transparent - Satin Finish

1st Coat: S-W SuperDeck Log Home & Deck Stain, SD8T200 2nd Coat: S-W SuperDeck Log Home & Deck Stain, SD8T200 (100-350 sq ft/gal)

### H. ARCHITECTURAL PVC, PLASTIC, FIBERGLASS

### (due to the variety of substrates, check for compatibility)

### 1. Latex Systems

a. Gloss Finish

| 1st Coat: | Extreme Bond <sup>™</sup> Interior/Exterior Bonding Primer, B51W150 |
|-----------|---|
|           | (3.1 mils wet, .9 mils dry)   |
| 2nd Coat: | S-W A-100 Exterior Latex Gloss, A8 Series                           |
| 3rd Coat: | S-W A-100 Exterior Latex Gloss, A8 Series                           |

(4.0 mils wet, 1.4 mils dry per coat)

### **Early Moisture Resistant Finish**

1st Čoat: Extreme Bond Interior/Exterior Bonding Primer, B51W150 (3.1 mils wet, .9 mils dry)

- 2nd Coat: S-W Resilience Latex Gloss, K44 Series
- 3rd Coat: S-W Resilience Latex Gloss, K44 Series
  - (4.0 mils wet, 1.6 mils dry per coat)

### b. Semi-Gloss

| 1st Coat: | Extreme Bond Interior/Exterior Bonding Primer, B51W150 |
|-----------|--|
|           | (3.1 mils wet, .9 mils dry)                            |
| 2nd Coat: | S-W Solo Acrylic Semi-Gloss, A76 Series                |

3rd Coat: S-W Solo Acrylic Semi-Gloss, A76 Series

(4.0 mils wet, 1.5 mils dry per coat)

### c. Satin Finish

| 1st Coat: | Extreme Bond Interior/Exterior Bonding Primer, B51W150 |
|-----------|--|
|           | (3.1 mils wet, .9 mils dry)                            |
| 2nd Coat: | S-W A-100 Exterior Latex Satin, A82 Series             |

- 3rd Coat: S-W A-100 Exterior Latex Satin, A82 Series
  - (4.0 mils wet, 1.5 mils dry per coat)

### **Early Moisture Resistant Finish**

| 1st Coat: | Extreme Bond Interior/Exterior Bonding Primer, B51W150 |
|-----------|--|
|           | (3.1 mils wet, .9 mils dry)                            |
| 2nd Coat  | S-W Posilionco Latox Satin K13 Sories                  |

- 2nd Coat: S-W Resilience Latex Satin, K43 Series 3rd Coat: S-W Resilience Latex Satin, K43 Series
  - (4.0 mils wet, 1.6 mils dry per coat)

### d. Low Sheen Finish

| 1st Coat: | Extreme Bond Interior/Exterior Bonding Primer, B51W150 |
|-----------|--|
|           | (3.1 mils wet, .9 mils dry)                            |
| 2nd Coat: | S-W A-100 Exterior Latex Low Sheen, A12 Series         |
| 3rd Coat: | S-W A-100 Exterior Latex Low Sheen, A12 Series         |
|           | (4.0 mils wet, 1.5 mils dry per coat)                  |

### e. Flat Finish

| Extreme Bond Interior/Exterior Bonding Primer, B51W150 |
|--|
| (3.1 mils wet, .9 mils dry)                            |
| S-W A-100 Exterior Latex Flat, A6 Series               |
| S-W A-100 Exterior Latex Flat, A6 Series               |
| (4.0 mils wet, 1.4 mils dry per coat)                  |
|  |

### **Early Moisture Resistant Finish**

| 1st Coat: | Extreme Bond Interior/Exterior Bonding Primer, B51W150 |
|-----------|--|
|           | (3.1 mils wet, .9 mils dry)                            |
| 2nd Coat: | S-W Resilience Latex Flat, K42 Series                  |
| 3rd Coat: | S-W Resilience Latex Flat, K42 Series                  |
|           | (4.0 mils wet, 1.6 mils dry per coat)                  |

### I. VINYL SIDING\*, EIFS, SYNTHETIC STUCCO

### 1. Latex Systems

| Latex 3 | Systems          |  |
|---------|------------------|--|
| a.      | Gloss Finis      | h  |
|         | 1st Coat:        | S-W A-100 Exterior Latex Gloss, A8 Series    |
|         | 2nd Coat:        | S-W A-100 Exterior Latex Gloss, A8 Series    |
|         |                  | (4.0 mils wet, 1.4 mils dry per coat)        |
|         |                  |  |
|         | <b>VinylSafe</b> | <sup>®</sup> Early Moisture Resistant Finish |
|         | 1st Coat:        | S-W Resilience Latex Gloss, K44 Series       |
|         | 2nd Coat:        | S-W Resilience Latex Gloss, K44 Series       |
|         |                  | (4.0 mils wet, 1.6 mils dry per coat)        |
|         |                  |  |
| b.      | Semi-Gloss       | s Finish                                     |
|         |                  | S-W Solo Acrylic Semi-Gloss, A76 Series      |
|         | 2nd Coat:        | S-W Solo Acrylic Semi-Gloss, A76 Series      |
|         |                  | (4.0 mils wet, 1.5 mils dry per coat)        |
|         |                  |  |
| C.      | Satin Finish     | 1  |
|         | 1st Coat:        | S-W A-100 Exterior Latex Satin, A82 Series   |
|         | 2nd Coat:        | S-W A-100 Exterior Latex Satin, A82 Series   |
|         |                  | (4.0 mils wet, 1.5 mils dry per coat)        |
|         |                  |  |

### VinylSafe Early Moisture Resistant Finish

| 1st Coat: | S-W Resilience Latex Satin, K43 Series |
|-----------|--|
| 2nd Coat: | S-W Resilience Latex Satin, K43 Series |
|           | (4.0 mils wet, 1.6 mils dry per coat)  |

d. Low Sheen Finish

1st Coat:S-W A-100 Exterior Latex Low Sheen, A12 Series2nd Coat:S-W A-100 Exterior Latex Low Sheen, A12 Series<br/>(4.0 mils wet, 1.5 mils dry per coat)

### e. Flat Finish

| 1st Coat: | S-W A-100 Exterior Latex Flat, A6 Series |
|-----------|--|
| 2nd Coat: | S-W A-100 Exterior Latex Flat, A6 Series |
|           | (4.0 mils wet, 1.4 mils dry per coat)    |

### VinylSafe Early Moisture Resistant Finish

1st Coat: S-W Resilience Latex Flat, K42 Series 2nd Coat: S-W Resilience Latex Flat, K42 Series

(4.0 mils wet, 1.6 mils dry per coat)

### \*\* NOTE TO SPECIFIER\*\*

### \*Vinyl or other PVC Building Products

- Do not paint vinyl with any color darker than the original color.
- Do not paint vinyl with a color having a Light Reflective Value (LRV) of less than 56 unless VinylSafe Colors are used.
- Painting with darker colors lower than an LRV of 56, or non VinylSafe Colors, may cause vinyl to warp.

### J. 1. DRYWALL - (Gypsum Board, Exterior Drywall)

### Lat

|    | Systems   |  |
|----|---|--|
| a. | Gloss Finisl<br>1st Coat:<br>2nd Coat:<br>3rd Coat: | n<br>S-W PrepRite <sup>®</sup> ProBlock <sup>®</sup> Interior/Exterior Latex Primer, B51-600 Series<br>(4.0 mils wet, 1.4 mils dry)<br>S-W A-100 Exterior Latex Gloss, A8 Series<br>S-W A-100 Exterior Latex Gloss, A8 Series<br>(4.0 mils wet, 1.4 mils dry per coat) |
|    | 1st Coat:   | ture Resistant Finish<br>S-W PrepRite ProBlock Interior/Exterior Latex Primer, B51-600 Series<br>(4.0 mils wet, 1.4 mils dry)<br>S-W Resilience Latex Gloss, K44 Series<br>S-W Resilience Latex Gloss, K44 Series<br>(4.0 mils wet, 1.6 mils dry per coat)             |
| b. | Semi-Gloss<br>1st Coat:<br>2nd Coat:<br>3rd Coat:   | S-W PrepRite ProBlock Interior/Exterior Latex Primer, B51-600 Series<br>(4.0 mils wet, 1.4 mils dry)<br>S-W Solo Acrylic Semi-Gloss, A76 Series<br>S-W Solo Acrylic Semi-Gloss, A76 Series<br>(4.0 mils wet, 1.5 mils dry per coat)                                    |
| C. |   | S-W PrepRite ProBlock Interior/Exterior Latex Primer, B51-600 Series<br>(4.0 mils wet, 1.4 mils dry)<br>S-W A-100 Exterior Latex Satin, A82 Series<br>S-W A-100 Exterior Latex Satin, A82 Series<br>(4.0 mils wet, 1.5 mils dry per coat)                              |
|    | 1st Coat:   | ture Resistant Finish<br>S-W PrepRite ProBlock Interior/Exterior Latex Primer, B51-600 Series<br>(4.0 mils wet, 1.4 mils dry)<br>S-W Resilience Latex Satin, K43 Series<br>S-W Resilience Latex Satin, K43 Series<br>(4.0 mils wet, 1.6 mils dry per coat)             |
| d. | Low Sheen<br>1st Coat:<br>2nd Coat:<br>3rd Coat:    | Finish<br>S-W PrepRite ProBlock Interior/Exterior Latex Primer, B51-600 Series<br>(4.0 mils wet, 1.4 mils dry)<br>S-W A-100 Exterior Latex Low Sheen, A12 Series<br>S-W A-100 Exterior Latex Low Sheen, A12 Series<br>(4.0 mils wet, 1.5 mils dry per coat)            |
| e. | Flat Finish<br>1st Coat:<br>2nd Coat:<br>3rd Coat:  | S-W PrepRite ProBlock Interior/Exterior Latex Primer, B51-600 Series<br>(4.0 mils wet, 1.4 mils dry)<br>S-W A-100 Exterior Latex Flat, A6 Series<br>S-W A-100 Exterior Latex Flat, A6 Series<br>(4.0 mils wet, 1.4 mils dry per coat)                                  |
|    | Early Moise<br>1st Coat:<br>2nd Coat:               | ture Resistant Finish<br>S-W PrepRite ProBlock Interior/Exterior Latex Primer, B51-600 Series<br>(4.0 mils wet, 1.4 mils dry)<br>S-W Resilience Latex Flat, K42 Series   |

S-W Resilience Latex Flat, K42 Series 3rd Coat:

### 2.4 MATERIALS - GENERAL REQUIREMENTS

- A Paints and Coatings General:
  - 1 Unless otherwise indicated, provide factory-mixed coatings. When required, mix coatings to correct consistency in accordance with manufacturer's instructions before application. Do not reduce, thin, or dilute coatings or add materials to coatings unless such a procedure is specifically described in manufacturer's product instructions. VOCs need to be confirmed by using the products EDS sheets.
- B Primers:
  - 1 Where the manufacturer offers options on primers for a particular substrate, use primer categorized as "best" by the manufacturer.

### 2.5 ACCESSORIES:

- A Coating Application Accessories:
  - 1 Provide all primers, sealers, cleaning agents, cleaning cloths, sanding materials, and cleanup materials required per manufacturer's specifications.

### Part 3 EXECUTION

### 3.1 EXAMINATION

- A Do not begin application of coatings until substrates have been properly examined and prepared. Notify Architect of unsatisfactory conditions before proceeding.
- B If substrate preparation is the responsibility of another installer, notify Architect of unsatisfactory preparation before proceeding.
- C Proceed with work only after conditions have been corrected, and approved by all parties, otherwise application of coatings will be considered as an acceptance of surface conditions.
- D Previously Painted Surfaces: Verify that existing painted surfaces do not contain lead based paints, notify Architect immediately if lead based paints are encountered.

(**Specifier Note**: Verify the existence of lead based paints on the project. Buildings constructed after 1978 are less likely to contain lead based paints. If lead based paints are suspected on the project, all removal must be done in accordance with the EPA Renovation, Repair and Painting rule and all applicable state and local regulations. State and local regulations may be more strict than those set under the federal regulations Verify that Owner has completed a Hazardous Material Assessment Report for the project prior to issuing of Drawings. Concluding that no lead based paints were found on project site, delete paragraph regarding lead based paints.)

### 3.2 SURFACE PREPARATION:

**WARNING!** Removal of old paint by sanding, scraping or other means may generate dust or fumes that contain lead. Exposure to lead dust or fumes may cause brain damage or other adverse health effects, especially in children or pregnant women. Controlling exposure to lead or other hazardous substances requires the use of proper protective equipment, such as a properly fitted respirator (NIOSH approved) and proper containment and cleanup. For more information, call the National Lead Information Center at 1-800-424-LEAD (in US) or contact your local health authority. Removal must be done in accordance with EPA Renovation, Repair and Painting Rule and all related state and local regulations. Care should be taken to follow all state and local regulations which may be more strict than those set under the federal RRP Rule.

A Proper product selection, surface preparation, and application affect coating performance. Coating integrity and service life will be reduced because of improperly prepared surfaces. Selection and implementation of proper surface preparation ensures coating adhesion to the substrate and prolongs the service life of the coating system.

- B Selection of the proper method of surface preparation depends on the substrate, the environment, and the expected service life of the coating system. Economics, surface contamination, and the effect on the substrate will also influence the selection of surface preparation methods.
- C The surface must be dry and in sound condition. Remove oil, dust, dirt, loose rust, peeling paint or other contamination to ensure good adhesion. Recognize that any surface preparation short of total removal of the old coating may compromise the service length of the system.
- D Prior to attempting to remove mildew, it is always recommended to test any cleaner on a small, inconspicuous area prior to use. Bleach and bleaching type cleaners may damage or discolor existing paint films. Bleach alternative cleaning solutions may be advised.
   Mildew may be removed before painting by washing with a solution of 1 part liquid bleach and 3 parts water. Apply the solution and scrub the mildewed area. Allow the solution to remain on the surface for 10 minutes. Rinse thoroughly with water and allow the surface to dry before painting. Wear protective eyewear, waterproof gloves, and protective clothing. Quickly wash off any of the mixture that comes in contact with your skin. Do not add detergents or ammonia to the bleach/water solution.
- E No exterior painting should be done immediately after a rain, during foggy weather, when rain is predicted, or when the temperature is below 50°F, unless products are designed specifically for these conditions. On large expanses of metal siding, the air, surface and material temperatures must be 50°F or higher to use low temperature products.
- F Methods:
  - 1 Aluminum Remove all oil grease

Remove all oil, grease, dirt, oxide and other foreign material by cleaning per SSPC-SP1, Solvent Cleaning.

2 Block (Cinder and Concrete)

Remove all loose mortar and foreign material. Surface must be free of laitance, concrete dust, dirt, form release agents, moisture curing membranes, loose cement, and hardeners. Concrete and mortar must be cured at least 30 days at 75°F, unless the manufacturer's products are designed for application prior to the 30-day period. The pH of the surface should be between 6 and 9, unless the products are designed to be used in high pH environments. On tilt-up and poured-in-place concrete, commercial detergents and abrasive blasting may be necessary to prepare the surface. Fill bug holes, air pockets, and other voids with a cement patching compound.

3 Concrete, SSPC-SP13 or NACE 6

This standard gives requirements for surface preparation of concrete by mechanical, chemical, or thermal methods prior to the application of bonded protective coating or lining systems. The requirements of this standard are applicable to all types of cementitious surfaces including cast-in-place concrete floors and walls, precast slabs, masonry walls, and shotcrete surfaces. An acceptable prepared concrete surface should be free of contaminants, laitance, loosely adhering concrete, and dust, and should provide a sound, uniform substrate suitable for the application of protective coating or lining systems.

4 Cement Composition Siding/Panels

Remove all surface contamination by washing with an appropriate cleaner, rinse thoroughly and allow to dry. Existing peeled or checked paint should be scraped and sanded to a sound surface. Pressure clean, if needed, with a minimum of 2100 psi pressure to remove all dirt, dust, grease, oil, loose particles, laitance, foreign material, and peeling or defective coatings. Allow the surface to dry thoroughly. The pH of the surface should be between 6 and 9, unless the products are designed to be used in high pH environments. 5 Drywall—Exterior

Must be clean and dry. All nail heads must be set and spackled. Joints must be taped and covered with a joint compound. Spackled nail heads and tape joints must be sanded smooth and all dust removed prior to painting. Exterior surfaces must be spackled with exterior grade compounds.

6 Exterior Composition Board (Hardboard)

Some composition boards may exude a waxy material that must be removed with a solvent prior to coating. Whether factory primed or unprimed, exterior composition board siding (hardboard) must be cleaned thoroughly and primed with an alkyd primer.

7 Galvanized Metal

Clean per SSPC-SP1 using detergent and water or a degreasing cleaner to remove greases and oils. Apply a test area, priming as required. Allow the coating to dry at least one week before testing. If adhesion is poor, Brush Blast per SSPC-SP16 is necessary to remove these treatments.

8 Steel: Structural, Plate, etc.

Should be cleaned by one or more of the surface preparations described below. These methods are used throughout the world for describing methods for cleaning structural steel. Visual standards are available through the Society of Protective Coatings. A brief description of these standards together with numbers by which they can be specified follow.

9 Solvent Cleaning, SSPC-SP1

Solvent cleaning is a method for removing all visible oil, grease, soil, drawing and cutting compounds, and other soluble contaminants. Solvent cleaning does not remove rust or mill scale. Change rags and cleaning solution frequently so that deposits of oil and grease are not spread over additional areas in the cleaning process. Be sure to allow adequate ventilation.

10 Hand Tool Cleaning, SSPC-SP2 Hand Tool Cleaning removes all loose mill scale, loose rust, and other detrimental foreign matter. It is not intended that adherent mill scale, rust, and paint be removed by this process. Before hand tool cleaning, remove visible oil, grease, soluble welding residues, and salts by the methods outlined in SSPC-SP1.

11 Power Tool Cleaning, SSPC-SP3

Power Tool Cleaning removes all loose mill scale, loose rust, and other detrimental foreign matter. It is not intended that adherent mill scale, rust, and paint be removed by this process. Before power tool cleaning, remove visible oil, grease, soluble welding residues, and salts by the methods outlined in SSPC-SP1.

- 12 White Metal Blast Cleaning, SSPC-SP5 or NACE 1 A White Metal Blast Cleaned surface, when viewed without magnification, shall be free of all visible oil, grease, dirt, dust, mill scale, rust, paint, oxides, corrosion products, and other foreign matter. Before blast cleaning, visible deposits of oil or grease shall be removed by any of the methods specified in SSPC-SP1 or other agreed upon methods.
- 13 Commercial Blast Cleaning, SSPC-SP6 or NACE 3

A Commercial Blast Cleaned surface, when viewed without magnification, shall be free of all visible oil, grease, dirt, dust, mill scale, rust, paint, oxides, corrosion products, and other foreign matter, except for staining. Staining shall be limited to no more than 33 percent of each square inch of surface area and may consist of light shadows, slight streaks, or minor discoloration caused by stains of rust, stains of mill scale, or stains of previously applied paint. Before blast cleaning, visible deposits of oil or grease shall be removed by any of the methods specified in SSPC-SP1 or other agreed upon methods.

### 14 Brush-Off Blast Cleaning, SSPC-SP7 or NACE 4

A Brush-Off Blast Cleaned surface, when viewed without magnification, shall be free of all visible oil, grease, dirt, dust, loose mill scale, loose rust, and loose paint. Tightly adherent mill scale, rust, and paint may remain on the surface. Before blast cleaning, visible deposits of oil or grease shall be removed by any of the methods specified in SSPC-SP 1 or other agreed upon methods.

- 15 Brush-Off Blast Cleaning of Coated and Uncoated Galvanized Steel, Stainless Steels, and Non-Ferrous Metals, SSPC-SP16 This standard covers the requirements for brush-off blast cleaning of uncoated or coated metal surfaces other than carbon steel by the use of abrasives. These requirements include visual verification of the end condition of the surface and materials and procedures necessary to achieve and verify the end condition. A brush-off blast cleaned non-ferrous metal surface, when viewed without magnification, shall be free of all visible oil, grease, dirt, dust, metal oxides (corrosion products), and other foreign matter. Intact, tightly adherent coating is permitted to remain. A coating is considered tightly adherent if it cannot be removed by lifting with a dull putty knife.
- 16 Power Tool Cleaning to Bare Metal, SSPC-SP11

Metallic surfaces that are prepared according to this specification, when viewed without magnification, shall be free of all visible oil, grease, dirt, dust, mill scale, rust, paint, oxide corrosion products, and other foreign matter. Slight residues of rust and paint may be left in the lower portions of pits if the original surface is pitted. Prior to power tool surface preparation, remove visible deposits of oil or grease by any of the methods specified in SSPC-SP1, Solvent Cleaning, or other agreed upon methods.

### 17 Near-White Blast Cleaning, SSPC-SP10 or NACE 2

A Near White Blast Cleaned surface, when viewed without magnification, shall be free of all visible oil, grease, dirt, dust, mill scale, rust, paint, oxides, corrosion products, and other foreign matter, except for staining. Staining shall be limited to no more than 5 percent of each square inch of surface area and may consist of light shadows, slight streaks, or minor discoloration caused by stains of rust, stains of mill scale, or stains of previously applied paint. Before blast cleaning, visible deposits of oil or grease shall be removed by any of the methods specified in SSPC-SP1 or other agreed upon methods.

### 18 Water Blasting, NACE Standard RP-01-72

Removal of oil grease dirt, loose rust, loose mill scale, and loose paint by water at pressures of 2,000 to 2,500 psi at a flow of 4 to 14 gallons per minute.

19 Stucco

Must be clean and free of any loose stucco. If recommended procedures for applying stucco are followed, and normal drying conditions prevail, the surface may be painted in 30 days. The pH of the surface should be between 6 and 9, unless the products are designed to be used in high pH environments such as Loxon.

20 Wood-Exterior

Must be clean and dry. Knots and pitch streaks must be scraped, sanded, and spot primed before a full priming coat is applied. Patch all nail holes and imperfections with a wood filler or putty and sand smooth.

### 21 Vinyl Siding, Architectural Plastics & Fiberglass

Vinyl or other PVC, plastic building products Clean the surface thoroughly by scrubbing with warm, soapy water. Rinse thoroughly, prime with appropriate white primer. Do not paint vinyl with any color darker than the original color. Do not paint vinyl with a color having a Light Reflective Value (LRV) of less than 56 unless VinylSafe<sup>®</sup> Colors are used. If VinylSafe<sup>®</sup> Colors are not used and darker colors lower than an LRV of 56 are, the vinyl may warp. Follow all painting guidelines of the vinyl manufacturer when painting. Only paint properly

installed vinyl siding. Deviating from the manufacturer's painting guidelines may cause the warranty to be voided.

### 3.3 INSTALLATION

- A Apply all coatings and materials with the manufacturer's specifications in mind. Mix and thin coatings according to manufacturer's recommendation.
- B Do not apply to wet or damp surfaces.
  - 1 Wait at least 30 days before applying to new concrete or masonry. Or follow manufacturer's procedures to apply appropriate coatings prior to 30 days.
  - 2 Test new concrete for moisture content.
  - 3 Wait until wood is fully dry after rain or morning fog or dew.
- C Apply coatings using methods recommended by manufacturer.
- D Uniformly apply coatings without runs, drips, or sags, without brush marks, and with consistent sheen.
- E Apply coatings at spreading rate required to achieve the manufacturer's recommended dry film thickness.
- F Regardless of number of coats specified, apply as many coats as necessary for complete hide.
- G Exterior Woodwork: If final painting must be delayed more than 2 weeks after installation of woodwork, apply primer within 2 weeks and final coating within 2 weeks.
- H Inspection: The coated surface must be inspected and approved by the Architect or Engineer just prior to the application of each coat.

### 3.4 PROTECTION

- A Protect finished coatings from damage until completion of project.
- B Touch-up damaged coatings after substantial completion, following manufacturer's recommendation for touch up or repair of damaged coatings. Repair any defects that will hinder the performance of the coatings.

### 3.5 SCHEDULES

Specifier Note: Cut and paste the coatings system schedule here (specified in section 2.3 PAINT SCHEDULE), otherwise delete this section.

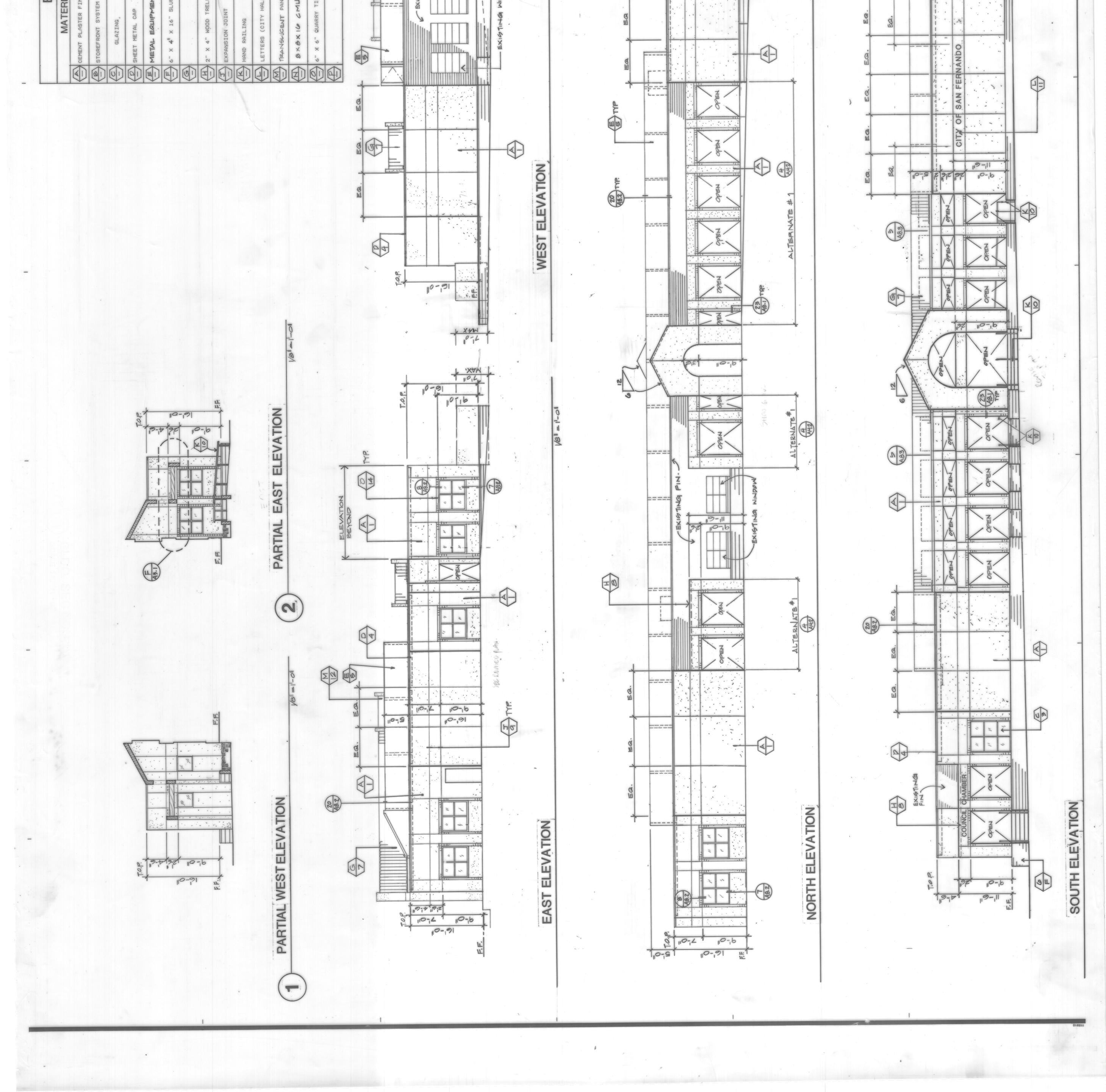
### END OF SECTION04052018

ATTACHMENT "A"

"AS-BUILT" PLANS

(FOR REFERENCE ONLY)

| Cashion Horie Cocke Gonzalez Architects Inc. | Revisions Date     |                   | 1            |                       |                 |           |                 |   |                   |                   |              |   |                 |  |   |                  |  |     |            |         | じてて | Cashion | Cocke<br>Gonzalez<br>Architects Inc. | 9525 Monte Vista Avenue<br>Suite 250<br>Montclair, CA 91763<br>714 625-3924 | Project Title<br>CITY OF SAN FERNANDO | CITY HALL -<br>REMODEL AND | Macneil Street | Project No.<br>86303 | Sheet Title<br>EXTERIOR |       |              | Designed LEB Checked ALG<br>Drawn JJR Date 9/22/89<br>Sheet No. Drawing No.                 | 83.2 |
|--|--------------------|-------------------|--------------|-----------------------|-----------------|-----------|-----------------|---|-------------------|-------------------|--------------|---|-----------------|--|---|------------------|--|-----|------------|---------|-----|---------|--------------------------------------|---|---------------------------------------|----------------------------|----------------|----------------------|-------------------------|-------|--------------|---|------|
| MFR.   | LAHABRA STUCCO     | U.S. ALUMINUM     |              |                       | MERCHANT& EVANS | ζ.        |                 | N<br>N<br>N<br>N<br>N<br>N<br>N<br>N<br>N<br>N<br>N<br>N<br>N<br>N<br>N<br>N<br>N<br>N<br>N |                   | ASI               | KALWALL      |   | AMERICAN DLEAN  |  | 1 |                  |  |     | 101=       |         |     |         |                                      |   |                                       | 10                         |                |                      |                         | HO-12 | 191<br>10-,b | H<br>H<br>H<br>H<br>H<br>H<br>H<br>H<br>H<br>H<br>H<br>H<br>H<br>H<br>H<br>H<br>H<br>H<br>H |      |
| COLOR SCHEDULE                               | / X-48 MEADOWBROOK | DURANODIC) BRONZE | Solar Bronze | MATCH COLOR OF STUCCO | PARCHMENT 6010  |           | ATURAL RED F-40 | INC / #15   | URANODIC / BRONZE | URANODIC / BRONZE | HITE - SHOJI |   | 101 CANYON RED- |  |   | 1,2-14<br>1,9-12 |  |     | Nel<br>Nel |         |     |         | 10-12<br>                            |   | )                                     | 1/10/10/                   | ×              |                      | T.d                     |       |              |   |      |
| X I EKIOK FINISH                             | HS                 |                   |              |                       |                 | PED BLOCK | SEE ROOF TILE   | To FOR EXACT, LOCATION 2  |                   | SIGN)             |              | · |                 |  |   | TING FIN-        |  | Mod |            | بر<br>ا |     |         |                                      | A LI  |                                       | 2                          |                | - TYP.               |                         | B TYP |              |   |      |



ATTACHMENT "B"

# SAMPLE CONTRACT AGREEMENT



### 2024 <u>CONTRACT SERVICES AGREEMENT</u> (Contractor: INSERT NAME) (Nature of Engagement: Exterior Painting of San Fernando City Hall)

THIS CONTRACT SERVICES AGREEMENT (hereinafter, "Agreement") is made and entered into this day of \_\_\_\_\_\_, 2024 by and between the CITY OF SAN FERNANDO, a municipal corporation (hereinafter, "CITY") and INSERT CONTRACTOR NAME (hereinafter, "CONTRACTOR"). For the purposes of this Agreement, CITY and CONTRACTOR may be referred to collectively by the capitalized term "Parties." The capitalized term "Party" may refer to CITY or CONTRACTOR interchangeably.

### <u>RECITALS</u>

**WHEREAS**, CITY is a municipal corporation organized under the laws of the State of California, with power to contract for services necessary to achieve its purpose; and

WHEREAS, CITY requires INSERT THE KIND OF SERVICES REQUIRED; and

WHEREAS, CITY staff has determined that CONTRACTOR possess the skills, experience and expertise required to competently provide the services and tasks contemplated under this Agreement; and

WHEREAS, the execution of this Agreement was approved by the San Fernando City Council at its Regular Meeting of \_\_\_\_\_, 2024 under Agenda Item No. \_\_\_\_.

**NOW, THEREFORE**, for and in consideration of the mutual covenants and conditions herein contained, CITY and CONTRACTOR agree as follows:

### SECTION 1. SCOPE OF WORK.

A. Subject to the terms and conditions of this Agreement, CONTRACTOR agrees to provide CITY INSERT SERVICES REQUIRED. The various tasks and related services to be performed by CONTRACTOR are more specifically described in the CITY's "[INSERT NAME OF CITY REQUIREMENTS]" (hereinafter the "CITY REQUIREMENTS") and the written proposal of CONTRACTOR entitled "INSERT TITLE OF PROPOSAL" (hereinafter, the "CONTRACTOR PROPOSAL") dated INSERT DATE OF PROPOSAL. The CITY REQUIREMENTS and the CONTRACTOR PROPOSAL are attached and incorporated hereto as Exhibits "A" and "B" respectively. The term "Scope of Work" shall be a collective reference to the CITY REQUIREMENTS and the CONTRACTOR PROPOSAL. The capitalized term "Work" shall be a collective reference to all the various services and tasks referenced in the Scope of Work. In the event of any conflict or inconsistency between the provisions of the document entitled CITY REQUIREMENTS and the provisions of the document entitled CONTRACTOR PROPOSAL, the requirements of the document entitled CITY REQUIREMENTS shall govern and control but only to the extent of the conflict or inconsistency and no further. In the event of any conflict or inconsistency between the provisions of the Scope of Work and the provisions of this Agreement to which the Scope of Work is attached, the provisions of this Agreement shall govern and control.

- B. IF NO CITY REQUIREMENTS ISSUED: Subject to the terms and conditions of this Agreement, CONTRACTOR agrees to provide the services and tasks described in that certain proposal of CONTRACTOR entitled "INSERT TITLE OF PROPOSAL" dated INSERT DATE OF PROPOSAL (hereinafter, the "CONTRACTOR PROPOSAL") which is attached and incorporated hereto as Exhibit "A". CONTRACTOR further agrees to furnish to CITY all labor, materials, tools, supplies, equipment, services, tasks and incidental and customary work necessary to competently perform and timely complete the services and tasks set forth in the Scope of Work. For the purposes of this Agreement the aforementioned services and tasks set forth in the Scope of Work shall hereinafter be referred to generally by the capitalized term "Work."
- C. CONTRACTOR shall provide all labor, materials, tools, supplies, equipment, services, tasks and incidental and customary work necessary to competently perform and timely complete the Work. CONTRACTOR shall perform the Work in accordance with the terms and conditions of this Agreement and in accordance with such other written or verbal directives as may be issued by CITY.
- D. By executing this Agreement, CONTRACTOR warrants that CONTRACTOR: (i) has thoroughly investigated and considered the nature of the work, services and tasks to be performed under this Agreement; (ii) has carefully considered how the Work should be performed; and (iii) fully understands the facilities, difficulties, and restrictions attending performance of the services under this Agreement. CONTRACTOR warrants that CONTRACTOR has or will investigate any location where the Work is to be performed and is or will be fully acquainted with the conditions there existing, prior to undertaking any service or task requested by CITY in the manner described under Section 3, below. Should the CONTRACTOR discover any latent or unknown conditions which will materially affect the performance of the services hereunder, CONTRACTOR shall immediately inform the CITY of such fact and shall not proceed, except at CONTRACTOR's risk until written instructions are received from the City Representative as defined herein.
- E. In the event CONTRACTOR ceases to perform the Work agreed to under this Agreement or otherwise abandons any undertaking contemplated herein prior to completion and acceptance of the Work, CONTRACTOR shall deliver to CITY immediately and without delay, all materials, records and other work product prepared or obtained by CONTRACTOR in the performance of this Agreement. Furthermore, CONTRACTOR shall only be compensated for the reasonable value of the services, tasks and other work performed up to the time of cessation or abandonment, less a deduction for any damages, costs or additional expenses which CITY may incur as a result of CONTRACTOR's cessation or abandonment.

# SECTION 2. TERM.

- A. This Agreement shall have a term of [INSERT TERM TIME] (hereinafter, the "Term"). IF WANT TO EXTEND TERM: The Agreement may be extended by the CITY subject to its same terms and conditions for a maximum of [insert No. of extensions] additional oneyear extension terms, provided the CITY issues written notice of its intent to extend the Term of the Agreement prior to the expiration of the initial Term.
- B. Nothing in this Section shall operate to prohibit or otherwise restrict the CITY's ability to terminate this Agreement at any time for convenience or for cause.
- C. CONTRACTOR shall perform the Work continuously and with due diligence. CONTRACTOR shall cooperate with CITY and in no manner interfere with the Work of CITY, its employees or other consultants, contractors or agents.
- D. CONTRACTOR shall not claim or be entitled to receive any compensation or damage because of the failure of CONTRACTOR, or its subcontractors, to have related services or tasks completed in a timely manner.
- E. CONTRACTOR shall at all times enforce strict discipline and good order among CONTRACTOR's employees.
- F. CONTRACTOR, at its sole expense, shall pay all sales, consumer, use or other similar taxes required by law.
- G. CONTRACTOR shall complete the services within the term of this Agreement, and shall meet any other established schedules and deadlines.

## SECTION 3. PROSECUTION OF WORK.

- A. CONTRACTOR shall perform the Work contemplated under this Agreement on an as-needed, as requested basis. Nothing in this Agreement shall be construed to grant CONTRACTOR the exclusive right to perform any of the types of services or tasks contemplated under this Agreement nor shall anything in this Agreement be construed to entitle CONTRACTOR to the receipt of any sums under this Agreement, except to the extent CITY requests the performance of any Work in the manner described below and such Work is in fact performed and completed by CONTRACTOR and accepted by CITY. CITY requests for the performance of specific services or tasks contemplated under this Agreement shall be made in the form of a written work order(s) issued by the City Representative (each such written request hereinafter referred to as a "Work Order"). Each Work Order shall include the following information:
  - 1. A detailed description of the specific services or tasks requested;
  - 2. The location of where the particular services or tasks are to be performed, if applicable;
  - 3. A not-to-exceed budget for performing the services or tasks;

- 4. A timeline for completing the requested services or tasks;
- 5. Any other information CITY deems necessary and relevant to the requested services or tasks; and
- 6. The signature of the City Representative, confirming that the services or tasks have been authorized by the City Representative.
- B. CONTRACTOR shall perform no Work under this Agreement without a written request from the City Representative, containing the information set forth in Section 3(A), above.
- C. Time is of the essence in the performance of Work under this Agreement, and in the absence of a specific schedule or other instructions from the City Representative, CONTRACTOR shall begin and complete performance of the Work to completion in a timely and a diligently manner as possible.

#### SECTION 4. COMPENSATION.

A. CONTRACTOR shall perform all the Work in accordance with the rates set forth in CONTRACTOR's INSERT DATE quote (hereinafter "CONTRACTOR QUOTE"), which is attached and incorporated hereto as **Exhibit "C"**.

#### SECTION 5. STANDARD OF CARE.

CONTRACTOR represents, acknowledges and agrees as follows:

- A. CONTRACTOR shall perform all work skillfully, competently and to the highest standards applicable to the CONTRACTOR's field;
- B. CONTRACTOR represents and maintains that it is skilled in the professional calling necessary to perform the Services;
- C. CONTRACTOR shall perform all work in a manner reasonably satisfactory to the CITY;
- D. CONTRACTOR shall comply with all applicable federal, state and local laws and regulations, including the conflict of interest provisions of Government Code Section 1090 and the Political Reform Act (Government Code Section 81000 *et seq.*). CONTRACTOR's compliance with applicable laws will include, without limitation, compliance with all applicable Cal/OSHA requirements and applicable regulations of the Federal Department of Housing and Urbanization;
- E. CONTRACTOR understands the nature and scope of the Work to be performed under this Agreement as well as any and all schedules of performance;
- F. All of CONTRACTOR's employees and agents (including but not limited to CONTRACTOR's subcontractors and subconsultants) possess sufficient skill, knowledge, training and experience to perform those services and tasks contemplated under this Agreement;

- G. All of CONTRACTOR's employees and agents (including but not limited to CONTRACTOR's subcontractors and subconsultants) possess all licenses, permits, certificates, qualifications and approvals of whatever nature that are legally required to perform the tasks and services contemplated under this Agreement and all such licenses, permits, certificates, qualifications and approvals shall be maintained throughout the term of this Agreement; and
- H. CONTRACTOR shall at all times employ such force, plant, materials, and tools as will be sufficient in the opinion of the CITY to perform the Services within the time limits established, and as provided herein. It is understood and agreed that said tools, equipment, apparatus, facilities, labor, and material shall be furnished and said Services performed and completed as required by the Agreement, and subject to the approval of the CITY's authorized representative. The quality of Services shall meet or exceed those standards established by the CITY or County of jurisdiction.

The Parties acknowledge and agree that CONTRACTOR shall perform, at CONTRACTOR's own cost and expense and without any reimbursement from CITY, any services or tasks necessary to correct any errors or omissions caused by CONTRACTOR's failure to comply with the standard of care set forth under this Section or by any like failure on the part of CONTRACTOR's employees, agents, contractors, subcontractors and subconsultants. Such effort by CONTRACTOR to correct any errors or omissions shall be commenced immediately upon their discovery by either Party and shall be completed within seven (7) calendars days from the date of discovery or such other extended period of time authorized by the City Representative in writing and absolute discretion. The Parties acknowledge and agree that CONTRACTOR's acceptance of any work performed by CONTRACTOR or on CONTRACTOR's behalf shall not constitute a release of any deficiency or delay in performance. The Parties further acknowledge, understand and agree that CONTRACTOR has relied upon the foregoing representations of CONTRACTOR, including but not limited to the representation that CONTRACTOR possesses the skills, training, knowledge and experience necessary to perform the Work in a skillful and competent manner equivalent to, the standard of performance generally recognized as being employed by professionals performing the same type of work and services in the State of California.

## SECTION 6. REPRESENTATIVES.

- A. <u>City Representative</u>. For the purposes of this Agreement, the contract administrator and CITY's representative shall be INSERT CITY REPRESENTATIVE (hereinafter, the "City Representative"). It shall be CONTRACTOR's responsibility to assure that the City Representative is kept informed of the progress of the performance of the services, and CONTRACTOR shall refer any decisions which must be made by CITY to the City Representative. Unless otherwise specified herein, any approval of CITY required hereunder shall mean the approval of the City Representative.
- B. <u>Contractor Representative</u>. For the purposes of this Agreement, INSERT CONTRACTOR REPRESENTATIVE, is hereby designated as the principal and representative of CONTRACTOR authorized to act on its behalf with respect to CONTRACTOR's performance

under this Agreement and to make all decisions in connection therewith (hereinafter, the "Contractor Representative"). Notice to the Contractor Representative whether written or verbal shall constitute notice to CONTRACTOR. The Contractor's Representative shall supervise and direct the Services, using their best skill and attention, and shall be responsible for all means, methods, techniques, sequences, and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

# SECTION 7. CONTRACTOR'S PERSONNEL.

- A. CONTRACTOR represents that it has, or will secure at its own expense, all personnel required to perform the Work and all other services and tasks necessary for CONTRACTOR to competently and timely complete the improvements contemplated under this Agreement. All Work, services and tasks will be performed under CONTRACTOR's supervision, and CONTRACTOR's personnel engaged in the performance of the work, services and tasks contemplated under this Agreement shall possess the qualifications, permits and licenses required by applicable law to perform such work, services and tasks.
- B. CONTRACTOR shall obtain at its sole cost and expense such licenses, permits, and approvals as may be required by law for the performance of the Work. CONTRACTOR shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the CONTRACTOR's performance of the Work, and shall indemnify, defend and hold harmless CITY against any such fees, assessments, taxes, penalties, or interest levied, assessed, or imposed against CITY hereunder.
- C. CONTRACTOR shall be solely responsible for the satisfactory work performance of all personnel engaged in performing the Work.
- D. In the event that CITY, in its sole reasonable discretion, at any time during the term of this Agreement, desires the removal of any person or persons assigned by CONTRACTOR to perform services pursuant to this Agreement, CONTRACTOR shall remove any such person immediately upon receiving notice from CITY of the desire of CITY for the removal of such person or persons.
- E. CONTRACTOR shall be responsible for payment of all employees' and subconsultants' wages and benefits and shall comply with all requirements pertaining to employer's liability, workers' compensation, unemployment insurance, and Social Security.
- F. CONTRACTOR shall obtain and maintain during the Agreement term all necessary licenses, permits and certificates required by law for the performance of the Work contemplated under this Agreement.

**SECTION 8. SUBSTITUTION OF KEY PERSONNEL.** CONTRACTOR has represented to CITY that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, CONTRACTOR may substitute other personnel of at least equal competence upon written approval of CITY. In the event that CITY

and CONTRACTOR cannot agree as to the substitution of key personnel, CITY shall be entitled to terminate this Agreement for cause. As discussed below, any personnel who fail or refuse to perform the Services in a manner acceptable to the CITY, or who are determined by the CITY to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property, shall be promptly removed from the Project by the CONTRACTOR at the request of the CITY. The key personnel for performance of this Agreement are as follows: [INSERT NAME AND TITLE].

#### SECTION 9. PREVAILING WAGES AND GENERAL LABOR COMPLIANCE AND REPORTING.

- A. CONTRACTOR and any subcontractor performing or contracting any portion of the Work shall comply with all applicable provisions of the California Labor Code for all workers, laborers and mechanics of all crafts, classifications or types, including, but necessarily limited to the following:
  - 1. In accordance with California Labor Code Section 1810, eight (8) hours of labor in performance of the Work shall constitute a legal day's work under this Contract. CONTRACTOR and any subcontractor shall pay workers overtime pay (not less than 1 1/2 times the base rate of pay) as required by California Labor Code Section 1815. CONTRACTOR and any subcontractor shall, as a penalty to the CITY, forfeit twenty-five dollars (\$25) for each worker employed in the execution of the contract by the respective contractor or subcontractor for each calendar day during which the worker is required or permitted to work more than 8 hours in any one calendar day and 40 hours in any one calendar week in violation to the provisions of Article 3 of Chapter 1 of Part 7, Division 2 of the California Labor Code, which is incorporated by this reference as though fully set forth herein.
  - 2. Pursuant to the provisions of California Labor Code, Sections 1770 et. seq., CONTRACTOR and any subcontractor under CONTRACTOR shall pay not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations. Pursuant to the provisions of California Labor Code Section 1773.2, CONTRACTOR is hereby advised that copies of the prevailing rate of per diem wages and a general prevailing rate for holidays, Saturdays and Sundays and overtime work in the locality in which the work is to be performed for each craft, classification, or type of worker required to execute the Contract, are on file in the office of the District Secretary, which copies shall be made available to any interested party on request. CONTRACTOR shall post a copy of said prevailing rate of per diem wages at each job site.
- B. As required by Section 1773.1 of the California Labor Code, CONTRACTOR shall pay travel and subsistence payments to each worker needed to execute the Work, as such travel and subsistence payments are defined in the applicable collective bargaining agreements filed in accordance with this Section.
- C. To establish such travel and subsistence payments, the representative of any craft, classification, or type of workman needed to execute the contracts shall file with the

Department of Industrial Relations fully executed copies of collective bargaining agreements for the particular craft, classification or type of work involved. Such agreements shall be filed within ten (10) days after their execution and thereafter shall establish such travel and payments.

- D. CONTRACTOR shall comply with the provisions of Section 1775 of the California Labor Code and shall, as a penalty to CITY, forfeit up to fifty dollars (\$50) for each calendar day, or portion thereof, for each worker paid less than the prevailing rate of per diem wages for each craft, classification, or type of worker needed to execute the contract. CONTRACTOR shall pay each worker an amount equal to the difference between the prevailing wage rates and the amount paid worker for each calendar day or portion thereof for which a worker was paid less than the prevailing wage rate. CONTRACTOR is required to pay all applicable penalties and back wages in the event of violation of prevailing wage law, and CONTRACTOR and any subcontractor shall fully comply with California Labor Code Section 1775, which is incorporated by this reference as though fully set forth herein.
- E. CONTRACTOR and any subcontractor shall maintain and make available for inspection payroll records as required by Labor Code Section 1776, which is incorporated by this reference as though fully set forth herein. CONTRACTOR is responsible for ensuring compliance with Labor Code Section 1776 and shall keep accurate payroll records containing all such information as maybe called for under Labor Code Section 1776 and other applicable provisions of State law.
- F. CONTRACTOR and any subcontractors shall, when they employ any person in any apprenticeable craft or trade, apply to the joint apprenticeship committee administering the apprenticeship standards of the craft or trade in the area of the work site for a certificate approving CONTRACTOR or subcontractor under the apprenticeship standards for the employment and training of apprentices in the area or industry affected; and shall comply with all other requirements of Section 1777.5 of the California Labor Code, which is incorporated by this reference as though fully set forth herein. The responsibility of compliance with California Labor Code Section 1777.5 during the performance of this contract rests with CONTRACTOR. Pursuant to California Labor Code Section 1777.7, in the event CONTRACTOR willfully fails to comply with the provisions of California Labor Code Section 1777.5, CONTRACTOR shall be denied the right to bid on any public works contract for up to three (3) years from the date noncompliance is determined and be assessed civil penalties.
- G. In accordance with the provisions of Article 5, Chapter 1, Part 7, Division 2 (commencing with Section 1860), and Chapter 4, Part 1, Division 4 (commencing with Section 3700) of the California Labor Code, CONTRACTOR is required to secure the payment of compensation to its employees and for that purpose obtain and keep in effect adequate Workers' Compensation Insurance and Employers Liability Insurance. If CONTRACTOR, in the sole discretion of the CITY satisfies the CITY of the responsibility and capacity under the applicable Workers' Compensation Laws, if any, to act as self-insurer, CONTRACTOR may so act, and in such case, the insurance required by this paragraph need not be

provided. CONTRACTOR is advised of the provisions of Section 3700 of the California Labor Code, which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code and shall comply with such provisions and have Employer's General Liability limits of \$1,000,000 per accident before commencing the performance of the Work of this Contract. The Notice to Proceed with the Work under this Contract will not be issued, and CONTRACTOR shall not commence the Work, until CONTRACTOR submits written evidence that it has obtained full Workers' Compensation Insurance coverage for all persons whom it employs or may employ in carrying out the Work under this Contract. This insurance shall be in accordance with the requirements of the most current and applicable state Workers' Compensation Insurance Laws. In accordance with the provisions of Section 1861 of the California Labor Code, CONTRACTOR in signing this Contract certifies to the CITY as true the following statement: "I am aware of the provisions of Section 3700 of the Labor Code which requires 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." A subcontractor is not allowed to commence the Work on the project until verification of Workers' Compensation Insurance coverage has been obtained and verified by CONTRACTOR and submitted to the City Engineer for the CITY's review and records.

H. In accordance with the provisions of Section 1727 of the California Labor Code, the CITY, before making payment to CONTRACTOR of money due under a contract for public works, shall withhold and retain therefrom all wages and penalties which have been forfeited pursuant to any stipulation in the contract, and the terms of Chapter 1, Part 7, Division 2 of the California Labor Code (commencing with Section 1720). But no sum shall be withheld, retained or forfeited, except from the final payment, without a full investigation by either the Division of Labor Standards Enforcement or by the CITY.

**SECTION 10. PROHIBITED INTERESTS.** CONTRACTOR warrants, represents and maintains that it has not employed nor retained any company or person, other than a *bona fide* employee working solely for CONTRACTOR, to solicit or secure this Agreement. Further, CONTRACTOR warrants and represents that it has not paid nor has it agreed to pay any company or person, other than a *bona fide* employee working solely for CONTRACTOR, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, CITY shall have the absolute and unfettered right to rescind this Agreement without liability or penalty. For the term of this Agreement, no member, officer or employee of CITY, during the term of his or her service with CITY, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

## SECTION 11. INDEPENDENT CONTRACTOR.

A. All acts of CONTRACTOR, its agents, officers, subcontractors and employees and all others acting on behalf of CONTRACTOR relating to the performance of this Agreement, shall be performed as independent contractors and not as agents, officers, or employees of CITY.

CONTRACTOR, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of CITY. CONTRACTOR has no authority or responsibility to exercise any rights or power vested in CITY. No agent, officer, or employee of CITY is to be considered an employee of CONTRACTOR. It is understood by both CONTRACTOR and CITY that this Agreement shall not, under any circumstances, be construed or considered to create an employer-employee relationship or a joint venture.

- B. CONTRACTOR, its agents, officers, subcontractors and employees are and, at all times during the Term of this Agreement, shall represent and conduct themselves as independent contractors and not as employees of CITY.
- C. CONTRACTOR shall determine the method, details and means of performing the Work. CONTRACTOR shall be responsible to CITY only for the requirements and results specified in this Agreement and, except as expressly provided in this Agreement, shall not be subjected to CITY's control with respect to the physical action or activities of the CONTRACTOR in fulfillment of this Agreement. CONTRACTOR has control over the manner and means of performing the services under this Agreement. CONTRACTOR is permitted to provide services to others during the same period as it provides services to CITY under this Agreement. If necessary, CONTRACTOR has the responsibility for employing other persons or firms to assist CONTRACTOR in fulfilling the terms and obligations under this Agreement.
- D. If in the performance of this Agreement any third persons are employed by CONTRACTOR, such persons shall be entirely and exclusively under the direction, supervision, and control of CONTRACTOR. All terms of employment including hours, wages, working conditions, discipline, hiring, and discharging or any other term of employment or requirement of law shall be determined by the CONTRACTOR.
- E. It is understood and agreed that as an independent contractor and not an employee of CITY neither the CONTRACTOR nor CONTRACTOR'S assigned personnel shall have any entitlement as a CITY employee, right to act on behalf of CITY in any capacity whatsoever as an agent, or to bind CITY to any obligation whatsoever.
- F. As an independent contractor, CONTRACTOR hereby indemnifies and holds CITY harmless from any and all claims that may be made against CITY based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

**SECTION 12. CONFLICTS OF INTEREST.** CONTRACTOR hereby warrants for itself, its employees, and subcontractors that those persons presently have no interest and shall not obtain any interest, direct or indirect, which would conflict in any manner with the performance of the services contemplated by this Agreement. No person having such conflicting interest shall be employed by or associated with CONTRACTOR in connection with this project. CONTRACTOR hereby warrants for itself, its employees, and subcontractors that no such person shall engage in any conduct which would constitute a conflict of interest under any CITY ordinance, state law or federal statute. CONTRACTOR agrees that a clause substantially similar to this Section shall be incorporated into any sub-contract that CONTRACTOR executes in connection with the

performance of this Agreement.

SECTION 13. NON-DISCRIMINATION. During the performance of this Agreement, CONTRACTOR and its subcontractors shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age (over 40) or set. CONTRACTOR and subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination. CONTRACTOR and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code, Section 12990 et seq.) and the applicable regulations promulgated hereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990, set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this Contract by reference and made a part hereof as if set forth in full. CONTRACTOR and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. This CONTRACTOR shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform the Work under this Agreement.

#### Section. 14. Indemnification.

Α. To the fullest extent permitted by law, CONTRACTOR hereby agrees, at its sole cost and expense, to defend, protect, indemnify, and hold harmless CITY and CITY's elected and appointed officials, officers, attorneys, agents, employees, volunteers, successors, and assigns (collectively "Indemnitees") from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, expenses, judgments, penalties, liens, and losses of any nature whatsoever, including fees of accountants, attorneys, or other professionals and all costs associated therewith (collectively "Liabilities"), arising or claimed to arise, directly or indirectly, out of, in connection with, resulting from, or related to any act, failure to act, error, or omission of CONTRACTOR or any of CONTRACTOR's officers, agents, servants, employees, subcontractors, materialmen, suppliers or their officers, agents, servants or employees, arising or claimed to arise, directly or indirectly, out of, in connection with, resulting from, or related to this Agreement and the performance or failure to perform any term, provision, covenant, or condition of the Agreement, including this indemnity provision. This indemnity provision is effective regardless of any prior, concurrent, or subsequent active or passive negligence by CONTRACTOR and shall operate to fully indemnify Indemnitees against any such negligence. This indemnity provision shall survive the termination of the Agreement and is in addition to any other rights or remedies which Indemnitees may have under the law or elsewhere under this Agreement. Payment is not required as a condition precedent to an Indemnitee's right to recover under this indemnity provision, and an entry of judgment against any one or more of the Indemnitees shall be conclusive in favor of the Indemnitees' right to recover under this indemnity provision. CONTRACTOR shall pay Indemnitees for any attorney's fees and costs incurred in enforcing this indemnification provision. Notwithstanding the foregoing, nothing in this instrument shall be construed to encompass (a) Indemnitees' sole

negligence or willful misconduct to the limited extent that the underlying Agreement is subject to Civil Code § 2782(a), or (b) the contracting public agency's active negligence to the limited extent that the underlying Agreement is subject to Civil Code § 2782(b). This indemnity is effective without reference to the existence or applicability of any insurance coverage(s) which may have been required under the Agreement or any additional insured endorsements which may extend to Indemnitees. Accountants, attorneys, or other professionals employed by Indemnitor to defend Indemnitees shall be selected by Indemnitees. CONTRACTOR, on behalf of itself and all parties claiming under or through it, hereby waives all rights of subrogation and contribution against the Indemnitees, while acting within the scope of their duties, from all claims, losses and liabilities arising out of or incident to activities or operations performed by or on behalf of the Indemnitor regardless of any prior, concurrent, or subsequent active or passive negligence by the Indemnitees.

- B. CONTRACTOR's obligations under this or any other provision of this Agreement will not be limited by the provisions of any workers compensation act or similar act. CONTRACTOR expressly waives its statutory immunity under such statutes or laws as to the Indemnities.
- C. CONTRACTOR agrees to obtain executed indemnity agreements with provisions identical to those in this Section from each and every subcontractor or any other person or entity involved by, for, with or on behalf of CONTRACTOR in the performance of this Agreement. In the event CONTRACTOR fails to obtain such indemnity obligations for the benefit of CITY, CONTRACTOR agrees to be fully responsible and indemnify, hold harmless and defend CITY, its officers, agents, employees and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged, intentional, reckless, negligent or otherwise wrongful acts, errors or omissions of CONTRACTOR or any of its officers, employees, servants, agents, subcontractors, volunteers or any other person or entity involved by, for, with or on behalf of CONTRACTOR in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of CITY's choice.
- D. CITY does not, and shall not; waive any rights that it may possess against CONTRACTOR because of the acceptance by CITY, or the deposit with CITY, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense. CONTRACTOR agrees that CONTRACTOR's covenant under this Section shall survive the termination of this Agreement.
- E. CONTRACTOR shall fully comply with the workers' compensation laws regarding CONTRACTOR and CONTRACTOR's employees. CONTRACTOR further agrees to indemnify and hold CITY harmless from any failure of CONTRACTOR to comply with applicable workers' compensation laws. CITY shall have the right to offset against the amount of any fees due to CONTRACTOR under this Agreement any amount due to CITY from

**Exterior Painting of San Fernando City Hall** Page 13 of 22

CONTRACTOR as a result of CONTRACTOR's failure to promptly pay to CITY any reimbursement or indemnification arising under this Section.

#### Section 15. Insurance.

- A. CONTRACTOR shall at all times during the term of this Agreement carry, maintain, and keep in full force and effect, insurance as follows:
  - 1. Commercial General Liability Insurance with minimum limits of One Million Dollars (\$1,000,000) for each occurrence and in the aggregate for any personal injury, death, loss or damage.
  - 2. Automobile Liability Insurance for any owned, non-owned or hired vehicle used in connection with the performance of this Agreement with minimum limits of One Million Dollars (\$1,000,000) per accident for bodily injury and property damage.
  - 3. Worker's Compensation insurance as required by the State of California.
- B. CONTRACTOR shall require each of its sub-consultants or sub-contractors to maintain insurance coverage that meets all of the requirements of this Agreement.
- C. The policies required by this Agreement shall be issued by an insurer admitted in the State of California and with a rating of at least A:VII in the latest edition of Best's Insurance Guide.
- D. CONTRACTOR agrees that if it does not keep the insurance required in this Agreement in full force and effect, CITY may either immediately terminate this Agreement or, if insurance is available at a reasonable cost, CITY may take out the necessary insurance and pay, at CONTRACTOR'S expense, the premium thereon.
- E. Prior to commencement of Work under this Agreement, CONTRACTOR shall file with CITY's Risk Manager a certificate or certificates of insurance showing that the insurance policies are in effect and satisfy the required amounts and specifications required pursuant to this Agreement.
- F. CONTRACTOR shall provide proof that policies of insurance expiring during the Term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished at least two weeks prior to the expiration of the coverages.
- G. The general liability and automobile policies of insurance shall contain an endorsement naming CITY, its elected officials, officers, agents, employees, attorneys, servants, volunteers, successors and assigns as additional insureds. All of the policies shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty (30) days' prior written notice to CITY. CONTRACTOR agrees to require its insurer to modify the certificates of insurance to delete any exculpatory wording stating that

failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions.

- H. All policies of Commercial General Liability and Automobile Liability insurance shall be primary and any other insurance, deductible, or self-insurance maintained by the CITY, its officials, officers, employees, agents, or volunteers shall not contribute with this primary insurance. Policies shall contain or be endorsed to contain such provisions.
- I. All insurance coverage provided pursuant to this Agreement shall not prohibit CONTRACTOR, and CONTRACTOR's employees, agents, subcontractors, or volunteers from waiving the right of subrogation prior to a loss. CONTRACTOR hereby waives all rights of subrogation against CITY, its officials, officers, employees, agents and volunteers.
- J. Any deductibles or self-insured retentions must be approved by CITY. At the option of CITY, CONTRACTOR shall either reduce or eliminate the deductibles or self-insured retentions with respect to CITY, or CONTRACTOR shall procure a bond guaranteeing payment of losses and expenses.
- K. If CONTRACTOR is a Limited Liability Company, general liability coverage must be amended so that the Limited Liability Company and its managers, affiliates, employees, agents, and other persons necessary or incidental to its operation are insureds.
- L. Procurement of insurance by CONTRACTOR shall not be construed as a limitation of CONTRACTOR's liability or as full performance of CONTRACTOR's duties to indemnify, hold harmless and defend under Section 15 of this Agreement.
- M. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced immediately so as to avoid a lapse in the required coverage, CITY has the right but not the duty to obtain the insurance it deems necessary and any premium paid by CITY will be promptly reimbursed by CONTRACTOR or CITY will withhold amounts sufficient to pay premium from CONTRACTOR payments. In the alternative, CITY may cancel this Agreement effective upon notice.
- N. CITY reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

**Section 16. Records and Inspection.** CONTRACTOR shall keep, and require subcontractors to keep, such books and records as shall be necessary to document the performance of the Work and enable the CITY to evaluate the performance of the Work. The Contract Officer shall have full and free access to such books and records at all times during normal business hours of CITY, including the right to inspect, copy, audit, and make records and transcripts from such records. Such records shall be maintained for a period of four (4) years following completion of the services hereunder, and the CITY shall have access to such records in the event any audit is required.

# Section 17. Termination.

- A. <u>Termination for Convenience</u>. CITY may immediately terminate this Agreement for convenience, without cause and without penalty or liability at any time upon the issuance of written notice to CONTRACTOR specifying the effective date of such termination. Such termination for convenience shall be made in writing signed by either the City Representative, the City Manager or the Assistant City Manager. CONTRACTOR may only terminate this Agreement for cause.
- Β. Termination for Cause. In the event either Party fails to perform any duty, obligation, service or task set forth under this Agreement (or fails to timely perform or properly perform any such duty, obligation, service or task set forth under this Agreement), an event of default (hereinafter, "Event of Default") shall occur. For all Events of Default, the Party alleging an Event of Default shall give written notice to the defaulting Party (hereinafter referred to as a "Default Notice") which shall specify: (i) the nature of the Event of Default; (ii) the action required to cure the Event of Default; (iii) a date by which the Event of Default shall be cured, which shall not be less than the applicable cure period set forth in this Section or if a cure is not reasonably possible within the applicable cure period, to begin such cure and diligently prosecute such cure to completion. The Event of Default shall constitute a breach of this Agreement if the defaulting Party fails to cure the Event of Default within the applicable cure period or any extended cure period allowed under this Agreement. An Event of Default shall include, but shall not be limited to the following: (i) CONTRACTOR's failure to fulfill or perform its obligations under this Agreement within the specified time or if no time is specified, within a reasonable time; (ii) CONTRACTOR's and/or its employees' disregard or violation of any federal, state, local law, rule, procedure or regulation; (iii) the initiation of proceedings under any bankruptcy, insolvency, receivership, reorganization, or similar legislation as relates to CONTRACTOR, whether voluntary of involuntary; (iv) CONTRACTOR's refusal or failure to perform or observe any covenant, condition, obligation or provision of this Agreement; and/or (v) CITY's discovery that a statement representation or warranty by CONTRACTOR relating to this Agreement is false or erroneous in any material respect, including any statement, representation or warranty set forth in the Equipment Specifications.
  - 1. CONTRACTOR shall cure the following Event of Default within the following time periods:
    - i. Within three (3) business days of CITY's issuance of a Default Notice for any failure of CONTRACTOR to timely provide CITY or CITY's employees or agents with any information and/or written reports, documentation or work product which CONTRACTOR is obligated to provide to CITY or CITY's employees or agents under this Agreement. Prior to the expiration of the 3-day cure period, CONTRACTOR may submit a written request for additional time to cure the Event of Default upon a showing that CONTRACTOR has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 3-day cure period. The foregoing notwithstanding, CITY shall be under no obligation to grant additional time for the cure of an Event of Default under this subsection that exceeds seven (7) calendar days from the

end of the initial 3-day cure period; or

ii. Within thirty (30) calendar days of CITY's issuance of a Default Notice for any other Event of Default under this Agreement. Prior to the expiration of the 30-day cure period, CONTRACTOR may submit a written request for additional time to cure the Event of Default upon a showing that CONTRACTOR has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 30-day cure period. The foregoing notwithstanding, CITY shall be under no obligation to grant additional time for the cure of an Event of Default under this subsection that exceeds thirty (30) calendar days from the end of the initial 30-day cure period.

If an Event of Default relates to a material falsehood or misrepresentation set forth in **Exhibit "[insert letter of exhibit relevant to proposal]"** that is not susceptible to a cure, CITY in its sole and absolute discretion may elect to treat the falsehood or misrepresentation as a breach of this Agreement or waive the falsehood or misrepresentation. The foregoing notwithstanding, the prior waiver of a falsehood or misrepresentation as an Event of Default shall not operate as a waiver or any other falsehood or misrepresentation later discovered by CITY.

- 2. Except as otherwise specified in this Agreement, CITY shall cure any Event of Default asserted by CONTRACTOR within thirty (30) calendar days of CONTRACTOR's issuance of a Default Notice, unless the Event of Default cannot reasonably be cured within the 30-day cure period. Prior to the expiration of the 30-day cure period, CITY may submit a written request for additional time to cure the Event of Default upon a showing that CITY has commenced its efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 30-day cure period. The foregoing notwithstanding, an Event of Default dealing with CITY's failure to timely pay any undisputed sums to CONTRACTOR shall be cured by CITY within five (5) calendar days from the date of CONTRACTOR's Default Notice to CITY.
- 3. CITY, in its sole and absolute discretion, may also immediately suspend CONTRACTOR's performance under this Agreement (or the performance of any specific task or function performed by CONTRACTOR under this Agreement) pending CONTRACTOR's cure of any Event of Default by giving CONTRACTOR written notice of CITY's intent to suspend CONTRACTOR's performance (hereinafter, a "Suspension Notice"). CITY may issue the Suspension Notice at any time upon the occurrence of an Event of Default. Upon such suspension, CONTRACTOR shall be compensated only for those services and tasks which have been rendered by CONTRACTOR to the reasonable satisfaction of CITY up to the effective date of the suspension. No actual or asserted breach of this Agreement on the part of CITY shall operate to prohibit or otherwise restrict CITY's ability to suspend this Agreement as provided herein.
- 4. No waiver of any Event of Default or breach under this Agreement shall constitute a waiver of any other or subsequent Event of Default or breach. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party

any contractual rights by custom, estoppel, or otherwise.

- 5. The duties and obligations imposed under this Agreement and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. In addition to any other remedies available to CITY at law or under this Agreement in the event of any breach of this Agreement, CITY, in its sole and absolute discretion, may also pursue any one or more of the following remedies:
  - i. Upon written notice to CONTRACTOR, the CITY may immediately terminate this Agreement in whole or in part;
  - ii. Upon written notice to CONTRACTOR, the CITY may extend the time of performance;
  - iii. The CITY may proceed by appropriate court action to enforce the terms of the Agreement to recover damages for CONTRACTOR's breach of the Agreement or to terminate the Agreement; or
  - iv. The CITY may exercise any other available and lawful right or remedy.

CONTRACTOR shall be liable for all legal fees plus other costs and expenses that CITY incurs upon a breach of this Agreement or in the CITY's exercise of its remedies under this Agreement.

- 6. In the event CITY is in breach of this Agreement, CONTRACTOR's sole remedy shall be the suspension or termination of this Agreement and/or the recovery of any unpaid sums lawfully owed to CONTRACTOR under this Agreement for completed services and tasks. In no event shall CONTRACTOR be entitled to receive more than the amount that would be paid to CONTRACTOR for the full performance of the services required by this Agreement.
- 7. No waiver of any default or breach under this Agreement shall constitute a waiver of any other default or breach, whether of the same or other covenant, warranty, agreement, term, condition, duty or requirement contained in this Agreement. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

**SECTION 18. FORCE MAJEURE.** The Completion Date shall be extended in the event of any delays due to unforeseeable causes beyond the control of CONTRACTOR and without the fault or negligence of CONTRACTOR, including but not limited to severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the CITY, if the CONTRACTOR shall within three (3) calendar days of the commencement of such delay notify the City Representative in writing of the causes of the delay. The City Representative shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay

when and if in the judgment of the City Representative such delay is justified. The City Representative's determination shall be final and conclusive upon the parties to this Agreement. In no event shall CONTRACTOR be entitled to recover damages against the CITY for any delay in the performance of this Agreement, however caused, CONTRACTOR'S sole remedy being extension of the Agreement pursuant to this Section.

**SECTION 19. NOTICES.** Any notices, bills, invoices, or reports required by this Agreement shall be deemed received on: (a) the day of delivery if delivered by hand or overnight courier service during CONTRACTOR's and CITY's regular business hours; or (b) on the third business day following deposit in the United States mail, postage prepaid, to the addresses heretofore below, or to such other addresses as the parties may, from time to time, designate in writing.

## If to CITY:

## If to CONTRACTOR:

City of San Fernando 117 Macneil Street San Fernando, CA 91340 Attn: INSERT DEPARTMENT Phone: (818) 898-1<mark>212</mark> INSERT CONTRACTOR NAME INSERT ADDRESS Attn: INSERT CONTACT NAME Phone: INSERT PHONE NUMBER

**SECTION 20. PROHIBITION.** CONTRACTOR shall not delegate, transfer, subcontract or assign its duties or rights hereunder, either in whole or in part, without CITY's prior written consent, and any attempt to do so shall be void and of no effect. CITY shall not be obligated or liable under this Agreement to any party other than CONTRACTOR.

**SECTION 21. ATTORNEY FEES.** In the event that CITY or CONTRACTOR commences any legal action or proceeding to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to recover its costs of suit, including reasonable attorney's fees.

**SECTION 22. ENTIRE AGREEMENT.** All documents referenced as exhibits in this Agreement are hereby incorporated in this Agreement. Except as expressly provided in this Agreement or its Exhibits, in the event of any conflict or inconsistency between the express provisions of this Agreement and provisions of any document incorporated by reference, the provisions of this Agreement shall prevail and control. This instrument contains the entire Agreement between CITY and CONTRACTOR with respect to the subject matter herein. No other prior oral or written agreements are binding on the parties. Any modification of this Agreement will be effective only if it is in writing and executed by both CITY and CONTRACTOR.

**SECTION 23. GOVERNING LAW; JURISDICTION.** This Agreement shall be interpreted and governed according to the laws of the State of California. In the event of litigation between the Parties, venue, without exception, shall be in the Los Angeles County Superior Court of the State of California. If, and only if, applicable law requires that all or part of any such litigation be tried exclusively in federal court, venue, without exception, shall be in the Central District of California located in the City of Los Angeles, California.

**SECTION 24. SEVERABILITY.** Wherever possible, each provision of this Agreement shall be interpreted in such a manner as to be valid under applicable law. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force and effect.

**SECTION 25. CAPTIONS.** The captions used in this Agreement are solely for reference and the convenience of the Parties. The captions are not a part of the Agreement, in no way bind, limit, or describe the scope or intent of any provision, and shall have no effect upon the construction or interpretation of any provision herein.

**SECTION 26. EXECUTION.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which when taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed the day and year first appearing in this Agreement, above.

#### **CITY OF SAN FERNANDO**

**CONTRACTOR NAME**:

| By:                 |  | By:    |  |
|---------------------|--|--------|--|
|                     | Nick Kimball, City Manager               |        |  |
|                     |  | Name:  |  |
| Date:               |  |        |  |
|                     |  | Title: |  |
|                     |  |        |  |
| APPROVED AS TO FORM |  | Date:  |  |
|                     |  |        |  |
| By:                 |  |        |  |
|                     | Richard Padilla, Assistant City Attorney |        |  |
|                     |  |        |  |

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

EXHIBIT "A"

# **CITY REQUIREMENTS**

EXHIBIT "B"

# **CONTRACTOR PROPOSAL**

EXHIBIT "C"

# CONTRACTOR QUOTE