



**MENDOCINO COUNTY EXECUTIVE OFFICE-FACILITIES & FLEET DIVISION
REQUEST FOR BIDS (RFB)**

**BID No.: 043-21
JOB/PROJECT DESCRIPTION: MENTAL HEALTH ROOMS 381-383 WATER
DAMAGE RECONSTRUCTION PROJECT**

**ISSUE DATE: November 09, 2021
DUE DATE: December 07, 2021 2:00 PM**

PROJECT DESCRIPTION

Mendocino County is seeking bids from California Licensed B contractors to complete Mental Health Rooms 381-383 Water Damage Reconstruction located at the Mental Health Building (#56PH) at 1120 S. Dora St. Ukiah. Sealed bids will be accepted at the General Services Office - Facilities and Fleet Division at 841 Low Gap Road, Ukiah, until Tuesday December 07, 2021 no later than 2:00 P.M.

REQUIRED LICENSING

CSLB License Code:	B
License Description:	General Contractor
*CSLB License No.:	
*License Expiration Date:	
*State of California DIR Registration No.:	
+County of Mendocino Business License No.:	

+At the time of contract award, all contractors who are not exempt, and do not already have a Mendocino County Business License, shall apply for one which shall be obtained prior to contractor's work performance.

PAYMENT & PERFORMANCE BONDS

Payment and Performance Bonds are required for any Contracts in excess of \$25,000. Any proposal in excess of this amount shall include these bonds.

AWARD OR REJECTION OF BIDS

The contract shall be awarded to the lowest responsive and responsible bidder complying with the instructions set forth in this RFB, provided the bid is deemed reasonable and in the best interest of the County of Mendocino.

TIME OF COMPLETION

Bidder agrees to commence work on or before a date to be specified and to fully complete the project within Sixty (60) calendar days.

PROJECT WALK-THROUGH

<input type="checkbox"/> Mandatory	<input checked="" type="checkbox"/> Non-Mandatory ZOOM CALL
Zoom Call	https://mendocinocounty.zoom.us/j/83706731009
Date and Time:	November 23, 2021 @ 10:00 AM

SCOPE OF WORK

Provide all work to replace wallboard and finishes at Mental Health Rooms 381-383 following water damage in accordance with the specifications and plans attached hereto. Contractor is responsible for fulfilling the Mendocino County Building permit requirements for the completion of the work. The project site is located at facility at which all workers, including contractors and their employees, must be vaccinated for COVID-19 pursuant to the California Department of Public Health Order, dated August 5, 2021. Contractor's staff assigned to this project will need to provide proof of vaccination."

FOR MORE INFORMATION

For additional details and information, contact Walter Kolon, Facilities and Fleet Division, at (707) 234-6073. Visit us online at <https://www.mendocinocounty.org/government/executive-office/open-rfp-quotes-bids>



**MENDOCINO COUNTY EXECUTIVE OFFICE-FACILITIES & FLEET DIVISION
REQUEST FOR BIDS (RFB)**

BID NO.: 043-21
JOB/PROJECT DESCRIPTION: MENTAL HEALTH ROOMS 381-
383 WATER DAMAGE
RECONSTRUCTION PROJECT
ISSUE DATE: NOVEMBER 09, 2021
DUE DATE: DECEMBER 07, 2021 2:00 PM

BID

*Total Bid Price: _____ (\$ _____)

ADDENDUM ACKNOWLEDGMENT

*I have received the following addendum pertaining to the bid and they are included as part of my bid.
Addendum Numbers: _____

***FIELDS MUST BE COMPLETED BY CONTRACTOR**

THIS FORM MUST BE COMPLETED, SIGNED AND DATED FOR YOUR BID TO BE VALID

Print Name:	
Address:	
Company:	
E-Mail:	
Phone:	

SIGNATURE: _____

DATE: _____

ATTACHMENT A

GENERAL PROVISIONS

1. CONTRACT DOCUMENTS

The contract documents shall consist of the County's standard form contract as well as this Request for Bids, all documents listed in the above SCOPE of WORK section, all addenda issued prior to bid and information provided at any mandatory pre-bid walkthrough. As a public project, applicable provisions of the California Public Contract code shall apply, as does the California State Labor Code, the federal Davis Bacon Act and the Americans with Disabilities Act of 1990. Regardless of any information presented to the contrary, all work shall comply with the California Building Code, Mendocino County Building Code, Title 24 and any referenced code standards required in the jurisdiction where the work shall take place. A copy of the County's standard form contract will be furnished to bidders upon request.

2. BIDDING REQUIREMENTS

To be considered for award, the bid form must be completed in its entirety. Successful responses must include the contractor's license number and expiration date, valid DIR registration number, the bid price in words and numbers, acknowledgement of all addenda issued by the County for this project, the bidders signature, the date signed, the bidder's printed name, and the company name and address under which the contractor's license is issued. Any missing information or invalid license or registration information will be grounds for disqualification. All correspondence will be by US mail unless the contractor provides the email or phone information requested. The County of Mendocino reserves the right to reject any and all bids, to waive any informality in the bids, and to accept the responsive and responsible bid that appears to be in the best interest of the County of Mendocino.

3. SUBMISSION OF BIDS

Bids must be received by the due date and time at the location specified above. Post marks do not count. Bids and modifications or corrections

thereof received after the closing time specified above will not be considered. Quotations will not be accepted via email, telephone or facsimile unless specifically authorized within the contract documents.

4. PRODUCTS

Unless otherwise stated, the use of the name or a manufacturer, or of any special brand or make in describing any item contained in these plans and specifications does not restrict bidders to that manufacturer's specific article with the exception of carpet, tile, and paint (the County must adhere to a specific brand/style of carpet, tile, and paint which will be specified within the Scope of Work). The manufacturer, brand and products named are used simply to indicate the character or quality of the article desired. The equipment on which proposals are submitted must be acceptable as equal in character, quality, and utility to brand and/or make indicated herein. The selected contractor will be required to comply with all submittal requirements in the contract documents where it will be the contractor's burden to demonstrate that the submitted product is equal to that specified. The decision of the County will be final.

5. TAXES and FEES

All bids shall include required California State sales tax, freight and shipping costs to the project site, and all licensing, registration, permits and application fees required to complete the work. The County will secure planning and building approvals and is exempt from building permit fees. Encroachment permits and public works inspections and fees are the responsibility of the contractor.

All contractors must have a Mendocino County Business License (MCBL), as required by Mendocino County Code Chapter 6.04, to work on this contract. At the time of contract award, all contractors who are not exempt and do not already have a MCBL shall apply for one, which shall be obtained prior to performance of any work by that contractor.

The contractor/bidder is responsible for ensuring that all of its non-exempt subcontractors have a valid MCBL.

fifteen (15) calendar days after being notified in writing by County, Contractor authorizes County to proceed to have said defects repaired and made good at Contractor's expense. Contractor shall honor and pay the costs and charges therefore upon demand.

6. SAMPLES

Samples of items, when required, must be furnished free of expense to the County of Mendocino and if not destroyed by tests will, upon request, be returned at the bidder's expense. Samples of selected items may be retained for comparison.

7. ADDENDA/RFI

Addenda will be issued by the County, as required, to clarify the bidding documents and in response to bidder's questions. Addenda questions must be submitted at least 10 days prior to bid opening to be included in the addendum. Requests for Information may be forwarded to the County to provide written notice of discrepancies in the contract documents or conditions differing from those represented in the documents or observable at the time of bid.

8. CHANGES

The contractor shall secure written authorization before proceeding with any additional work, whether requested by the County or required to complete the contract. The cost for any changes to the contract price, whether requested by the County or the Contractor will be approved only after submitting the contractor's true costs for the work and related equipment costs and site expenses. The final change order price may include a fee for administrative overhead and profit not to exceed 15%.

8. CONTRACTOR GUARANTEE

Contractor hereby guarantees that the labor and material furnished for this project is in accordance with the drawings and specifications. Contractor agrees to repair or replace any or all of the work, together with any other adjacent work which may be displaced in so doing, that may prove to be defective in its workmanship or material within a period of ONE (1) YEAR from date of acceptance of the above named project by County without any expense whatsoever to County, ordinary wear and tear and unusual abuse or neglect excepted. In the event of Contractor's failure to comply with the above-mentioned conditions within

ATTACHMENT B
PUBLIC PROJECT PROVISIONS
(CONTRACT EXHIBIT E)

CONTRACTOR shall additionally comply with the following provisions in carrying out this AGREEMENT.

1. **COMPLIANCE WITH COUNTY POLICIES:** The CONTRACTOR shall comply with the various policies regarding the preservation of our natural resources which may impose specific requirements on the CONTRACTOR.
 - a. The Storm Water Management Program includes specific requirements for grading and construction projects within the County including the implementation of Best Management Practices (BMP) to prevent the discharge of construction waste, debris, sediment, or contamination from entering the storm drainage system or natural waterways. For more information, refer to the following web page of the County Department of Planning and Building Services:
<https://www.mendocinocounty.org/government/planning-building-services/stormwater/>
 - b. The CONTRACTOR shall be responsible for purchasing products that minimize environmental impacts, toxics, pollution, hazards to workers, and community safety to the greatest extent practicable. The CONTRACTOR shall also be responsible for the purchasing of products that include recycled content, are durable and long-lasting, conserve energy and water, use agricultural fibers and residues, reduce greenhouse gas emissions, use unbleached or chlorine free manufacturing processes, and are lead-free and mercury-free.
 - c. Waste Stream Reduction goals include programs to maximize the salvage and recycling of demolition and construction debris and document waste stream diversion. For more information refer to the Construction and Demolition Forms handout on the following web page of the County Department of Planning and Building Services:
<https://www.mendocinocounty.org/government/planning-building-services/forms-and-handouts>.
2. **MSDS SHEETS:** The CONTRACTOR must present to the COUNTY all Material Safety Data Sheets for all materials used in all phases of the project prior to beginning work. No materials, other than those that have MSDS sheets, shall be permitted on the COUNTY premises.
3. **PAYMENT OF PREVAILING WAGES:** Pursuant to the provisions of the Labor Code of the State of California, the Department of Industrial Relations has made a determination of the rate of per diem wages to be paid on the prevailing rate of pay for regular, holiday and overtime work in the locality in which the public work is to be performed, for each craft, classification, or type of workman needed to execute the contract. All County of Mendocino projects greater

than \$1,000 require that contractors adhere to Prevailing Wage requirements (California Labor Code, Sections 1770 through 1775). The rates can be found online here: <http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>.

4. **CERTIFIED PAYROLL RECORDS:** Pursuant to Labor Code Section 1776, the CONTRACTOR and any or all subcontractors shall keep accurate payroll records. A certified copy of all payroll records for work performed under this contract shall be furnished upon request to a representative of the awarding body. Pursuant to Senate Bill 854 (Stats. 2014, chapter 28), the CONTRACTOR and subcontractors are required to furnish certified payroll reports directly to the Department of Industrial Relations.
5. **EMPLOYMENT OF APPRENTICES:** The CONTRACTOR and subcontractor performing work in an apprentice-able craft or trade shall comply with Section 1777.5 relating to Apprentices on public works projects.
6. **LABOR CODE SECTION 1771.1(a).** The CONTRACTOR, on behalf of itself and all subcontractors performing work under this agreement, certifies that it is aware of the requirements of Labor Code Section 1771.1(a), which is restated below, and has provided proof of the CONTRACTOR and all subcontractors' current registration to perform public work pursuant to Labor Code Section 1725.5.

A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.

7. This project is subject to compliance monitoring and enforcement by the California Department of Industrial Relations.
8. **BONDING;** Civil Code Section 9550 states: A direct contractor that is awarded a public works contract involving an expenditure in excess of twenty-five thousand dollars (\$25,000) shall, before commencement of work, give a payment bond to and approved by the officer or public entity by whom the contract was awarded.

ATTACHMENT C
SAMPLE CONTRACT DOCUMENTATION
(INCLUDING EXHIBITS A THROUGH D)

**COUNTY OF MENDOCINO
STANDARD SERVICES AGREEMENT**

This Agreement is by and between the COUNTY OF MENDOCINO, hereinafter referred to as the "COUNTY", and _____, hereinafter referred to as the "CONTRACTOR".

WITNESSETH

WHEREAS, pursuant to Government Code Section 31000, COUNTY may retain independent contractors to perform special services to or for COUNTY or any department thereof; and,

WHEREAS, COUNTY desires to obtain CONTRACTOR for its [Services]; and,

WHEREAS, CONTRACTOR is willing to provide such services on the terms and conditions set forth in this AGREEMENT and is willing to provide same to COUNTY.

NOW, THEREFORE it is agreed that COUNTY does hereby retain CONTRACTOR to provide the services described in Exhibit "A", and CONTRACTOR accepts such engagement, on the General Terms and Conditions hereinafter specified in this Agreement, the Additional Provisions attached hereto, and the following described exhibits, all of which are incorporated into this Agreement by this reference:

- Exhibit A Definition of Services
- Exhibit B Payment Terms
- Exhibit C Insurance Requirements
- Exhibit D Mendocino County ePayables Information
- Exhibit E Public Project Provisions

The term of this Agreement shall be from the date this Agreement becomes fully executed by all parties (the "Effective Date"), and shall continue through _____, 20 .

The compensation payable to CONTRACTOR hereunder shall not exceed [Spelled out Contract Amount] (\$[Numerical Amount]) for the term of this Agreement.

IN WITNESS WHEREOF

DEPARTMENT FISCAL REVIEW:

DEPARTMENT HEAD _____ DATE _____

Budgeted: Yes No

Budget Unit: _____

Line Item: _____

Grant: Yes No

Grant No.: _____

CONTRACTOR/COMPANY NAME

By: _____

Date: _____

NAME AND ADDRESS OF CONTRACTOR:

INSURANCE REVIEW:

By: _____
Risk Management

Date: _____

By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement

EXECUTIVE OFFICE/FISCAL REVIEW:

By: _____
Deputy CEO

Date: _____

COUNTY COUNSEL REVIEW:

APPROVED AS TO FORM:

CHRISTIAN M. CURTIS,
County Counsel

By: _____
Deputy

Date: _____

Signatory Authority: \$0-25,000 Department; \$25,001- 50,000 Purchasing Agent; \$50,001+ Board of Supervisors
Exception to Bid Process Required/Completed _____
Mendocino County Business License: Valid
Exempt Pursuant to MCC Section: _____

GENERAL TERMS AND CONDITIONS

1. **INDEPENDENT CONTRACTOR:** No relationship of employer and employee is created by this Agreement; it being understood and agreed that CONTRACTOR is an Independent Contractor. CONTRACTOR is not the agent or employee of the COUNTY in any capacity whatsoever, and COUNTY shall not be liable for any acts or omissions by CONTRACTOR nor for any obligations or liabilities incurred by CONTRACTOR.

CONTRACTOR shall have no claim under this Agreement or otherwise, for seniority, vacation time, vacation pay, sick leave, personal time off, overtime, health insurance medical care, hospital care, retirement benefits, social security, disability, Workers' Compensation, or unemployment insurance benefits, civil service protection, or employee benefits of any kind.

CONTRACTOR shall be solely liable for and obligated to pay directly all applicable payroll taxes (including federal and state income taxes) or contributions for unemployment insurance or old age pensions or annuities which are imposed by any governmental entity in connection with the labor used or which are measured by wages, salaries or other remuneration paid to its officers, agents or employees and agrees to indemnify and hold County harmless from any and all liability which COUNTY may incur because of CONTRACTOR's failure to pay such amounts.

In carrying out the work contemplated herein, CONTRACTOR shall comply with all applicable federal and state workers' compensation and liability laws and regulations with respect to the officers, agents and/or employees conducting and participating in the work; and agrees that such officers, agents, and/or employees will be considered as Independent Contractors and shall not be treated or considered in any way as officers, agents and/or employees of COUNTY.

CONTRACTOR does, by this Agreement, agree to perform his/her said work and functions at all times in strict accordance with all applicable federal, state and County laws, including but not limited to prevailing wage laws, ordinances, regulations, titles, departmental procedures and currently approved methods and practices in his/her field and that the sole interest of COUNTY is to ensure that said service shall be performed and rendered in a competent, efficient, timely and satisfactory manner and in accordance with the standards required by the County agency concerned.

Notwithstanding the foregoing, if the COUNTY determines that pursuant to state and federal law CONTRACTOR is an employee for purposes of income tax withholding, COUNTY may upon two (2) week's written notice to CONTRACTOR, withhold from payments to CONTRACTOR hereunder federal and state income taxes and pay said sums to the federal and state governments.

2. **INDEMNIFICATION:** To the furthest extent permitted by law (including without limitation California Civil Code sections 2782 and 2782.8, if applicable), Contractor shall assume the defense of, indemnify, and hold harmless the COUNTY, its officers, agents, and employees, from and against any and all claims, demands, damages, costs, liabilities, and losses whatsoever alleged to be occurring or resulting in connection with the CONTRACTOR'S performance or its obligations under this AGREEMENT, unless arising out of the sole negligence or willful misconduct of COUNTY. "CONTRACTOR'S performance" includes CONTRACTOR'S action or inaction and the action or inaction of CONTRACTOR'S officers, employees, agents and subcontractors.
3. **INSURANCE AND BOND:** CONTRACTOR shall at all times during the term of the Agreement with the COUNTY maintain in force those insurance policies and bonds as designated in the attached Exhibit C, and will comply with all those requirements as stated therein.
4. **WORKERS' COMPENSATION:** CONTRACTOR shall provide Workers' Compensation insurance, as applicable, at CONTRACTOR's own cost and expense and further, neither the CONTRACTOR nor its carrier shall be entitled to recover from COUNTY any costs, settlements, or expenses of Workers' Compensation claims arising out of this Agreement.

CONTRACTOR affirms that s/he is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for the Workers' Compensation or to undertake self-insurance in accordance with the provisions of the Code and CONTRACTOR further assures that s/he will comply with such provisions before commencing the performance of work under this Agreement. CONTRACTOR shall furnish to COUNTY certificate(s) of insurance evidencing Worker's Compensation Insurance coverage to cover its employees, and CONTRACTOR shall require all subcontractors similarly to provide Workers' Compensation Insurance as required by the Labor Code of the State of California for all of subcontractors' employees.

5. **CONFORMITY WITH LAW AND SAFETY:**
 - a. In performing services under this Agreement, CONTRACTOR shall observe and comply with all applicable laws, ordinances, codes and regulations of governmental agencies, including federal, state, municipal, and local governing bodies, having jurisdiction over the scope of services, including all applicable provisions of the California Occupational Safety and Health Act. CONTRACTOR shall indemnify and hold COUNTY harmless from any and all liability, fines, penalties and consequences from any of CONTRACTOR's failures to comply with such laws, ordinances, codes and regulations.

- b. Accidents: If a death, serious personal injury or substantial property damage occurs in connection with CONTRACTOR's performance of this Agreement, CONTRACTOR shall immediately notify Mendocino County Risk Manager's Office by telephone. CONTRACTOR shall promptly submit to COUNTY a written report, in such form as may be required by COUNTY of all accidents which occur in connection with this Agreement. This report must include the following information: (1) name and address of the injured or deceased person(s); (2) name and address of CONTRACTOR's sub-contractor, if any; (3) name and address of CONTRACTOR's liability insurance carrier; and (4) a detailed description of the accident and whether any of COUNTY's equipment, tools, material, or staff were involved.
 - c. CONTRACTOR further agrees to take all reasonable steps to preserve all physical evidence and information which may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and to grant to the COUNTY the opportunity to review and inspect such evidence, including the scene of the accident.
6. PAYMENT: For services performed in accordance with this Agreement, payment shall be made to CONTRACTOR as provided in Exhibit "B" hereto as funding permits.

If COUNTY over pays CONTRACTOR for any reason, CONTRACTOR agrees to return the amount of such overpayment to COUNTY, or at COUNTY's option, permit COUNTY to offset the amount of such overpayment against future payments owed to CONTRACTOR under this Agreement or any other agreement.

In the event CONTRACTOR claims or receives payment from COUNTY for a service, reimbursement for which is later disallowed by COUNTY, State of California or the United States Government, the CONTRACTOR shall promptly refund the disallowance amount to COUNTY upon request, or at its option COUNTY may offset the amount disallowed from any payment due or that becomes due to CONTRACTOR under this Agreement or any other agreement.

All invoices, receipts, or other requests for payment under this contract must be submitted by CONTRACTOR to COUNTY in a timely manner and consistent with the terms specified in Exhibit B. In no event shall COUNTY be obligated to pay any request for payment for which a written request for payment and all required documentation was first received more than six (6) months after this Agreement has terminated, or beyond such other time limit as may be set forth in Exhibit B.

7. TAXES: Payment of all applicable federal, state, and local taxes shall be the sole responsibility of the CONTRACTOR.

8. **OWNERSHIP OF DOCUMENTS:** CONTRACTOR hereby assigns the COUNTY and its assignees all copyright and other use rights in any and all proposals, plans, specification, designs, drawings, sketches, renderings, models, reports and related documents (including computerized or electronic copies) respecting in any way the subject matter of this Agreement, whether prepared by the COUNTY, the CONTRACTOR, the CONTRACTOR's subcontractors or third parties at the request of the CONTRACTOR (collectively, "Documents and Materials"). This explicitly includes the electronic copies of all above stated documentation.

CONTRACTOR shall be permitted to retain copies, including reproducible copies and computerized copies, of said Documents and Materials. CONTRACTOR agrees to take such further steps as may be reasonably requested by COUNTY to implement the aforesaid assignment. If for any reason said assignment is not effective, CONTRACTOR hereby grants the COUNTY and any assignee of the COUNTY an express royalty – free license to retain and use said Documents and Materials. The COUNTY's rights under this paragraph shall apply regardless of the degree of completion of the Documents and Materials and whether or not CONTRACTOR's services as set forth in Exhibit "A" of this Agreement have been fully performed or paid for.

The COUNTY's rights under this Paragraph 8 shall not extend to any computer software used to create such Documents and Materials.

9. **CONFLICT OF INTEREST:** The CONTRACTOR covenants that it presently has no interest, and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of services required under this Agreement.
10. **NOTICES:** All notices, requests, demands, or other communications under this Agreement shall be in writing. Notices shall be given for all purposes as follows:

Personal delivery: When personally delivered to the recipient, notices are effective on delivery.

First Class Mail: When mailed first class to the last address of the recipient known to the party giving notice, notice is effective three (3) mail delivery days after deposit in a United States Postal Service office or mailbox. **Certified Mail:** When mailed certified mail, return receipt requested, notice is effective on receipt, if delivery is confirmed by a return receipt.

Overnight Delivery: When delivered by overnight delivery (Federal Express/Airborne/United Parcel Service/DHL WorldWide Express) with charges prepaid or charged to the sender's account, notice is effective on delivery, if delivery is confirmed by the delivery service.

Facsimile transmission: When sent by facsimile to the facsimile number of the recipient known to the party giving notice, notice is effective on receipt, provided that, (a) a duplicate copy of the notice is promptly given by first-class or certified mail or by overnight delivery, or (b) the receiving party delivers a written confirmation of receipt. Any notice given facsimile shall be deemed received on the next business day if it is received after 5:00 p.m. (recipient's time) or on a non-business day.

Addresses for purpose of giving notice are as follows:

To COUNTY: COUNTY OF MENDOCINO

Ukiah, CA 95482

Attn:

To CONTRACTOR: [Name of Contractor]
[Number and Street]
[City, State, Zip Code]
ATTN:

Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified shall be deemed effective as of the first date that said notice was refused, unclaimed, or deemed undeliverable by the postal authorities, messenger, or overnight delivery service.

Any party may change its address or facsimile number by giving the other party notice of the change in any manner permitted by this Agreement.

11. USE OF COUNTY PROPERTY: CONTRACTOR shall not use County property (including equipment, instruments and supplies) or personnel for any purpose other than in the performance of his/her obligations under this Agreement.
12. EQUAL EMPLOYMENT OPPORTUNITY PRACTICES PROVISIONS: CONTRACTOR certifies that it will comply with all Federal, State, and local laws, rules and regulations pertaining to nondiscrimination in employment.
 - a. CONTRACTOR shall, in all solicitations or advertisements for applicants for employment placed as a result of this Agreement, state that it is an "Equal Opportunity Employer" or that all qualified applicants will receive consideration for employment without regard to their race, creed, color, pregnancy, disability, sex, sexual orientation, gender identity, ancestry, national origin, age, religion, Veteran's status, political affiliation, or any other factor prohibited by law.

- b. CONTRACTOR shall, if requested to so do by the COUNTY, certify that it has not, in the performance of this Agreement, engaged in any unlawful discrimination.
 - c. If requested to do so by the COUNTY, CONTRACTOR shall provide the COUNTY with access to copies of all of its records pertaining or relating to its employment practices, except to the extent such records or portions of such records are confidential or privileged under State or Federal law.
 - d. Nothing contained in this Agreement shall be construed in any manner so as to require or permit any act which is prohibited by law.
 - e. The CONTRACTOR shall include the provisions set forth in this paragraph in each of its subcontracts.
13. DRUG-FREE WORKPLACE: CONTRACTOR and CONTRACTOR's employees shall comply with the COUNTY's policy of maintaining a drug-free workplace. Neither CONTRACTOR nor CONTRACTOR's employees shall unlawfully manufacture, distribute, dispense, possess or use controlled substances, as defined in 21 U.S. Code § 812, including, but not limited to, marijuana, heroin, cocaine, and amphetamines, at any COUNTY facility or work site. If CONTRACTOR or any employee of CONTRACTOR is convicted or pleads *nolo contendere* to a criminal drug statute violation occurring at a County facility or work site, the CONTRACTOR, within five days thereafter, shall notify the head of the County department/agency for which the contract services are performed. Violation of this provision shall constitute a material breach of this Agreement.
14. ENERGY CONSERVATION: CONTRACTOR agrees to comply with the mandatory standards and policies relating to energy efficiency in the State of California Energy Conservation Plan, (Title 24, California Administrative Code).
15. COMPLIANCE WITH LICENSING REQUIREMENTS: CONTRACTOR shall comply with all necessary licensing requirements and shall obtain appropriate licenses. To the extent required by law, CONTRACTOR shall display licenses in a location that is reasonably conspicuous. Upon COUNTY's request, CONTRACTOR shall file copies of same with the County Executive Office.

CONTRACTOR represents and warrants to COUNTY that CONTRACTOR and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions.

16. AUDITS; ACCESS TO RECORDS: The CONTRACTOR shall make available to the COUNTY, its authorized agents, officers, or employees, for examination any and all ledgers, books of accounts, invoices, vouchers, cancelled checks, and

other records or documents evidencing or relating to the expenditures and disbursements charged to the COUNTY, and shall furnish to the COUNTY, within sixty (60) days after examination, its authorized agents, officers or employees such other evidence or information as the COUNTY may require with regard to any such expenditure or disbursement charged by the CONTRACTOR.

The CONTRACTOR shall maintain full and adequate records in accordance with County requirements to show the actual costs incurred by the CONTRACTOR in the performance of this Agreement. If such books and records are not kept and maintained by CONTRACTOR within the County of Mendocino, California, CONTRACTOR shall, upon request of the COUNTY, make such books and records available to the COUNTY for inspection at a location within County or CONTRACTOR shall pay to the COUNTY the reasonable, and necessary costs incurred by the COUNTY in inspecting CONTRACTOR's books and records, including, but not limited to, travel, lodging and subsistence costs. CONTRACTOR shall provide such assistance as may be reasonably required in the course of such inspection. The COUNTY further reserves the right to examine and reexamine said books, records and data during the four (4) year period following termination of this Agreement or completion of all work hereunder, as evidenced in writing by the COUNTY, and the CONTRACTOR shall in no event dispose of, destroy, alter, or mutilate said books, records, accounts, and data in any manner whatsoever for four (4) years after the COUNTY makes the final or last payment or within four (4) years after any pending issues between the COUNTY and CONTRACTOR with respect to this Agreement are closed, whichever is later.

17. **DOCUMENTS AND MATERIALS:** CONTRACTOR shall maintain and make available to COUNTY for its inspection and use during the term of this Agreement, all Documents and Materials, as defined in Paragraph 8 of this Agreement. CONTRACTOR's obligations under the preceding sentence shall continue for four (4) years following termination or expiration of this Agreement or the completion of all work hereunder (as evidenced in writing by COUNTY), and CONTRACTOR shall in no event dispose of, destroy, alter or mutilate said Documents and Materials, for four (4) years following the COUNTY's last payment to CONTRACTOR under this Agreement.
18. **TIME OF ESSENCE:** Time is of the essence in respect to all provisions of this Agreement that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this Agreement.
19. **TERMINATION:** The COUNTY has and reserves the right to suspend, terminate or abandon the execution of any work by the CONTRACTOR without cause at any time upon giving to the CONTRACTOR notice. Such notice shall be in writing and may be issued by any county officer authorized to execute or amend the contract, the County Chief Executive Officer, or any other person designated by the County Board of Supervisors. In the event that the COUNTY should

abandon, terminate or suspend the CONTRACTOR's work, the CONTRACTOR shall be entitled to payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment. Said payment shall be computed in accordance with Exhibit B hereto, provided that the maximum amount payable to CONTRACTOR for its [Services] shall not exceed \$[Contract Amount] payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment or lack of funding.

20. NON APPROPRIATION: If COUNTY should not appropriate or otherwise make available funds sufficient to purchase, lease, operate or maintain the products set forth in this Agreement, or other means of performing the same functions of such products, COUNTY may unilaterally terminate this Agreement only upon thirty (30) days written notice to CONTRACTOR. Upon termination, COUNTY shall remit payment for all products and services delivered to COUNTY and all expenses incurred by CONTRACTOR prior to CONTRACTOR'S receipt of the termination notice.
21. CHOICE OF LAW: This Agreement, and any dispute arising from the relationship between the parties to this Agreement, shall be governed by the laws of the State of California, excluding any laws that direct the application of another jurisdiction's laws.
22. VENUE: All lawsuits relating to this contract must be filed in Mendocino County Superior Court, Mendocino County, California.
23. WAIVER: No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the party waiving the breach, failure, right or remedy. No waiver of any breach, failure, right or remedy shall be deemed a waiver of any other breach, failure, right or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.
24. ADVERTISING OR PUBLICITY: CONTRACTOR shall not use the name of County, its officers, directors, employees or agents, in advertising or publicity releases or otherwise without securing the prior written consent of COUNTY in each instance.
25. ENTIRE AGREEMENT: This Agreement, including all attachments, exhibits, and any other documents specifically incorporated into this Agreement, shall constitute the entire agreement between COUNTY and CONTRACTOR relating to the subject matter of this Agreement. As used herein, Agreement refers to and includes any documents incorporated herein by reference and any exhibits or attachments. This Agreement supersedes and merges all previous understandings, and all other agreements, written or oral, between the parties and sets forth the entire understanding of the parties regarding the subject matter thereof. This Agreement may not be modified except by a written document

signed by both parties. In the event of a conflict between the body of this Agreement and any of the Exhibits, the provisions in the body of this Agreement shall control.

26. HEADINGS: Herein are for convenience of reference only and shall in no way affect interpretation of this Agreement.
27. MODIFICATION OF AGREEMENT: This Agreement may be supplemented, amended or modified only by the mutual agreement of the parties. No supplement, amendment or modification of this Agreement shall be binding unless it is in writing and signed by authorized representatives of both parties.
28. ASSURANCE OF PERFORMANCE: If at any time the COUNTY has good objective cause to believe CONTRACTOR may not be adequately performing its obligations under this Agreement or that CONTRACTOR may fail to complete the Services as required by this Agreement, COUNTY may request from CONTRACTOR prompt written assurances of performance and a written plan acceptable to COUNTY, to correct the observed deficiencies in CONTRACTOR's performance. CONTRACTOR shall provide such written assurances and written plan within thirty (30) calendar days of its receipt of COUNTY's request and shall thereafter diligently commence and fully perform such written plan. CONTRACTOR acknowledges and agrees that any failure to provide such written assurances and written plan within the required time is a material breach under this Agreement.
29. SUBCONTRACTING/ASSIGNMENT: CONTRACTOR shall not subcontract, assign or delegate any portion of this Agreement or any duties or obligations hereunder without the COUNTY's prior written approval.
 - a. Neither party shall, on the basis of this Agreement, contract on behalf of or in the name of the other party. Any agreement that violates this Section shall confer no rights on any party and shall be null and void.
 - b. Only the department head or his or her designee shall have the authority to approve subcontractor(s).
 - c. CONTRACTOR shall remain fully responsible for compliance by its subcontractors with all the terms of this Agreement, regardless of the terms of any agreement between CONTRACTOR and its subcontractors.
30. SURVIVAL: The obligations of this Agreement, which by their nature would continue beyond the termination on expiration of the Agreement, including without limitation, the obligations regarding Indemnification (Paragraph 2), Ownership of Documents (Paragraph 8), and Conflict of Interest (Paragraph 9), shall survive termination or expiration for two (2) years.

31. SEVERABILITY: If a court of competent jurisdiction holds any provision of this Agreement to be illegal, unenforceable, or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of them, will not be affected, unless an essential purpose of this Agreement would be defeated by the loss of the illegal, unenforceable, or invalid provision.
32. INTELLECTUAL PROPERTY WARRANTY: CONTRACTOR warrants and represents that it has secured all rights and licenses necessary for any and all materials, services, processes, software, or hardware (“CONTRACTOR PRODUCTS”) to be provided by CONTRACTOR in the performance of this AGREEMENT, including but not limited to any copyright, trademark, patent, trade secret, or right of publicity rights. CONTRACTOR hereby grants to COUNTY, or represents that it has secured from third parties, an irrevocable license (or sublicense) to reproduce, distribute, perform, display, prepare derivative works, make, use, sell, import, use in commerce, or otherwise utilize CONTRACTOR PRODUCTS to the extent reasonably necessary to use the CONTRACTOR PRODUCTS in the manner contemplated by this agreement.

CONTRACTOR further warrants and represents that it knows of no allegations, claims, or threatened claims that the CONTRACTOR PRODUCTS provided to COUNTY under this Agreement infringe any patent, copyright, trademark or other proprietary right. In the event that any third party asserts a claim of infringement against the COUNTY relating to a CONTRACTOR PRODUCT, CONTRACTOR shall indemnify and defend the COUNTY pursuant to Paragraph 2 of this AGREEMENT.

In the case of any such claim of infringement, CONTRACTOR shall either, at its option, (1) procure for COUNTY the right to continue using the CONTRACTOR Products; or (2) replace or modify the CONTRACTOR Products so that that they become non-infringing, but equivalent in functionality and performance.

33. ELECTRONIC COPIES:

The parties agree that an electronic copy, including facsimile copy, email, or scanned copy of the executed Agreement, shall be deemed, and shall have the same legal force and effect as, an original document.

34. COOPERATION WITH COUNTY

Contractor shall cooperate with County and County staff in the performance of all work hereunder.

35. PERFORMANCE STANDARD

Contractor shall perform all work hereunder in a manner consistent with the level of competency and standard of care normally observed by a person practicing in

Contractor's profession. County has relied upon the professional ability and training of Contractor as a material inducement to enter into this Agreement. Contractor hereby agrees to provide all services under this Agreement in accordance with generally accepted professional practices and standards of care, as well as the requirements of applicable Federal, State, and local laws, it being understood that acceptance of Contractor's work by County shall not operate as a waiver or release. If County determines that any of Contractor's work is not in accordance with such level of competency and standard of care, County, in its sole discretion, shall have the right to do any or all of the following: (a) require Contractor to meet with County to review the quality of the work and resolve matters of concern; (b) require Contractor to repeat the work at no additional charge until it is satisfactory; (c) terminate this Agreement pursuant to the provisions of paragraph 19 (Termination) or (d) pursue any and all other remedies at law or in equity.

36. ATTORNEYS' FEES

In any action to enforce or interpret the terms of this agreement, including but not limited to any action for declaratory relief, each party shall be solely responsible for and bear its own attorneys' fees, regardless of which party prevails.

[END OF GENERAL TERMS AND CONDITIONS]

EXHIBIT A

DEFINITION OF SERVICES

CONTRACTOR shall provide the following services:

[END OF DEFINITION OF SERVICES]

EXHIBIT B

PAYMENT TERMS

COUNTY will pay CONTRACTOR for the services described in this Agreement the amount of (\$BLANK.00). The contract payments shall be made upon receipt of an approved invoice. The COUNTY will approve progress invoices for projects lasting more than 28 calendar days for work completed prior to the invoice date based on the percentage completion of an approved schedule of values. Final invoices will be approved after all work has been completed and all required certified payroll reports, lien releases, manuals, training, as-build drawings and warranties have been received by the COUNTY.

[END OF PAYMENT TERMS]

EXHIBIT C

INSURANCE REQUIREMENTS

Insurance coverage in a minimum amount set forth herein shall not be construed to relieve CONTRACTOR for liability in excess of such coverage, nor shall it preclude COUNTY from taking such other action as is available to it under any other provisions of this Agreement or otherwise in law. Insurance requirements shall be in addition to, and not in lieu of, Contractor's indemnity obligations under Paragraph 2 of this Agreement.

CONTRACTOR shall obtain and maintain insurance coverage as follows:

- a. Combined single limit bodily injury liability and property damage liability - \$1,000,000 each occurrence.
- b. Vehicle / Bodily Injury combined single limit vehicle bodily injury and property damage liability - \$500,000 each occurrence.

CONTRACTOR shall furnish to COUNTY certificates of insurance evidencing the minimum levels described above.

[END OF INSURANCE REQUIREMENTS]

EXHIBIT D

MENDOCINO COUNTY EPAYABLES INFORMATION

The County of Mendocino is currently making credit card payments to all of our vendors and suppliers who qualify. To qualify, vendors need to currently accept credit card payments. To achieve this more efficient form of payment, the County has partnered with Bank of America and their ePayables credit card program. This electronic initiative will yield many benefits to its participants:

- Expedited receipt of cash – electronic credit card payments provide cash flow benefits by eliminating mail and paper check float
- Elimination of check processing costs
- Remittance data transmitted with payment for more efficient back-end reconciliation
- No collection costs associated with lost or misplaced checks
- Reduced exposure to check fraud
- More efficient handling of exception items
- Fits with existing accounting software – requires no purchase of software, no modifications to existing accounts receivable system and no change to bank accounts.
- Going green with paperless electronic credit card payments help conserve the environment by eliminating printing and mailing of paper checks.

For information regarding the payment process, please email Auditorap@mendocinocounty.org.

Additional information regarding the Bank of America Program is also available at:

http://corp.bankofamerica.com/business/ci/landing/epayables-vendors?cm_mmc=sb-general--vanity--sg01vn000r_epayablesvendors--na

EXHIBIT E

CONTRACTOR shall additionally comply with the following provisions in carrying out this AGREEMENT.

1. **COMPLIANCE WITH COUNTY POLICIES:** The CONTRACTOR shall comply with the various policies regarding the preservation of our natural resources which may impose specific requirements on the CONTRACTOR.
 - a. The Storm Water Management Program includes specific requirements for grading and construction projects within the County including the implementation of Best Management Practices (BMP) to prevent the discharge of construction waste, debris, sediment, or contamination from entering the storm drainage system or natural waterways. For more information, refer to the following web page of the County Department of Planning and Building Services:
<https://www.mendocinocounty.org/government/planning-building-services/stormwater/>
 - b. The CONTRACTOR shall be responsible for purchasing products that minimize environmental impacts, toxics, pollution, hazards to workers, and community safety to the greatest extent practicable. The CONTRACTOR shall also be responsible for the purchasing of products that include recycled content, are durable and long-lasting, conserve energy and water, use agricultural fibers and residues, reduce greenhouse gas emissions, use unbleached or chlorine free manufacturing processes, and are lead-free and mercury-free.
 - c. Waste Stream Reduction goals include programs to maximize the salvage and recycling of demolition and construction debris and document waste stream diversion. For more information refer to the Construction and Demolition Forms handout on the following web page of the County Department of Planning and Building Services:
<https://www.mendocinocounty.org/government/planning-building-services/forms-and-handouts/>
2. **MSDS SHEETS:** The CONTRACTOR must present to the COUNTY all Material Safety Data Sheets for all materials used in all phases of the project prior to beginning work. No materials, other than those that have MSDS sheets, shall be permitted on the COUNTY premises.
3. **PAYMENT OF PREVAILING WAGES:** Pursuant to the provisions of the Labor Code of the State of California, the Department of Industrial Relations has made a determination of the rate of per diem wages to be paid on the prevailing rate of

pay for regular, holiday and overtime work in the locality in which the public work is to be performed, for each craft, classification, or type of workman needed to execute the contract. All County of Mendocino projects greater than \$1,000 require that contractors adhere to Prevailing Wage requirements (California Labor Code, Sections 1770 through 1775). The rates can be found online here: <http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>.

4. CERTIFIED PAYROLL RECORDS: Pursuant to Labor Code Section 1776, the CONTRACTOR and any or all subcontractors shall keep accurate payroll records. A certified copy of all payroll records for work performed under this contract shall be furnished upon request to a representative of the awarding body. Pursuant to Senate Bill 854 (Stats. 2014, chapter 28), the CONTRACTOR and subcontractors are required to furnish certified payroll reports directly to the Department of Industrial Relations.
5. EMPLOYMENT OF APPRENTICES: The CONTRACTOR and subcontractor performing work in an apprentice-able craft or trade shall comply with Section 1777.5 relating to Apprentices on public works projects.
6. LABOR CODE SECTION 1771.1(a). The CONTRACTOR, on behalf of itself and all subcontractors performing work under this agreement, certifies that it is aware of the requirements of Labor Code Section 1771.1(a), which is restated below, and has provided proof of the CONTRACTOR and all subcontractors' current registration to perform public work pursuant to Labor Code Section 1725.5.

A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.

7. This project is subject to compliance monitoring and enforcement by the California Department of Industrial Relations.
8. BONDING; Civil Code Section 9550 states: A direct contractor that is awarded a public works contract involving an expenditure in excess of twenty-five thousand dollars (\$25,000) shall, before commencement of work, give a payment bond to and approved by the officer or public entity by whom the contract was awarded.

SPECIFICATIONS

Rooms 381-383 Water Damage Reconstruction Project

SECTION 09600

COUNTY STANDARD FLOORING PRODUCTS

PART 1 – GENERAL

1.1 DOCUMENTS

- A. The General Conditions, Supplementary Conditions and applicable portions of Division 1 of the Specifications are part of this Section.

1.2 SCOPE

- A. Mendocino County has selected specific flooring products and adhesives as county standards to ensure uniformity in our maintenance and replacement programs. Unless specifically stated, no other products will be accepted.

1.3 JOB CONDITIONS

- A. Inspection of Surfaces: Before installing flooring materials, Contractor shall inspect the surfaces to receive materials. Contractor shall notify the County, in writing, of any defects or conditions that will prevent a satisfactory resilient floor covering installation.

1.4 SUBMITTALS

- A. Submit samples for selection of colors and patterns. Samples shall be labeled, indicating color or pattern, gauge and manufacturer. Submit samples in accordance with General Conditions.
- B. Extra Material: Provide Owner with one box of tile for each 1,000 square feet of resilient tile or 5% of the quantity used from the same run and lot for each color used as installed in the building.
- C. Furnish Owner brochures of standard maintenance procedure.

1.5 GUARANTEE/WARRANTY

- A. Contractor shall, and hereby does warrant, and General Contractor shall, and hereby does guarantee that all Work executed under this Section of the Specifications be free from defects of materials and workmanship for a period of one (1) year from the date of final acceptance of this work.

PART 2 – PRODUCTS

2.1 MATERIALS

- A. Resilient tile shall be the county standard product, Armstrong Standard Excelon vinyl 12" x 12" x 1/8" Imperial Texture, Pearl White #51803 unless color selection is noted on the plans. No substitutions.
- B. Slip resistant tile shall be the county standard product, Armstrong Safety Zone Slip-retardant vinyl 12" x 12" x 1/8", Stone Beige #57005 where specified unless color selection is noted on the plans. No substitutions.

- C. Seamless flooring shall be the County standard Armstrong Connection Corlon Inlaid Sheet Vinyl. Color selection shall be 88713 unless noted otherwise No substitutions.
- D. Carpet shall be the county standard, Shaw Contract Group. Style Name: Charisma, Style Number 59561, Carpet Tiles, color; legend, unless color selection is noted on the plans. No substitutions.
- E. Resilient base shall be the county standard Burke Base Thermoset Rubber type TS wall base, 4" coved, 523 brown black. No substitutions.
- F. Edge strips shall be Mercer or equal, color as selected. Reducer to be Mercer Stock No. 73A.
- G. Underlayment as needed or required to assure a quality blemish-free installation per the manufacturer's recommendation.
- H. Adhesives. The following adhesive products have been selected as the county standard products for installing any of the above flooring products. No substitutions.
 - 1. Vinyl Tile adhesive shall be Mapei Ultrabond ECO 300 Professional Solid Vinyl Flooring Adhesive.
 - 2. Carpet adhesive shall be Mapei Ultrabond ECO 85 Standard Quick-Grab Carpet Adhesive.
 - 3. Resilient base adhesive shall be Mapei Ultrabond ECO 575 Premium Wall Base Adhesive.

PART 3 – EXECUTION

3.1 PREPARATION

- A. Depressions and projections that may be visible in the finished work shall be filled and removed. Foreign matter that may destroy bond shall be removed.
- B. Flooring shall not be laid until a sufficient length of time has elapsed after the heat has been turned on to ensure that the moisture in or under the slab has vaporized sufficiently and that the installation will not be affected.
- C. Starting of work by flooring contractor will be considered as acceptance of existing conditions as suitable for its work.

3.2 INSTALLATION

- A. All materials shall be installed in strict conformance with manufacturer's recommendations.
- B. Edge strips are required in openings to rooms with flooring change.

3.2 CLEAN UP

- A. Remove all debris resulting from the work of this Section.

END OF SECTION

09900
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 interior and exterior substrates.
 - 1. Steel.
 - 2. Shop primed steel.
 - 3. Galvanized metal.
 - 4. Wood.
 - 5. Gypsum board.

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 3: 10 to 25 units at 60 degrees and 10 to 35 units at 85 degrees, according to ASTM D 523.
- C. Gloss Level 4: 20 to 35 units at 60 degrees and not less than 35 units at 85 degrees, according to ASTM D 523.
- D. Gloss Level 5: 35 to 70 units at 60 degrees, according to ASTM D 523.
- E. Gloss Level 6: 70 to 85 units at 60 degrees, according to ASTM D 523.
- F. Gloss Level 7: More than 85 units at 60 degrees, according to ASTM D 523.

1.4 ACTION SUBMITTALS

- A. Product Data: For each type of product. Include preparation requirements and application instructions.
- B. Samples for Verification: For each type of paint system and each color and gloss of topcoat.
 - 1. Submit Samples on rigid backing, 8 inches square.
 - 2. Step coats on Samples to show each coat required for system.
 - 3. Label each coat of each Sample.
 - 4. Label each Sample for location and application area.

- C. Product List: **All interior paint products must meet approval of County Risk Management for odor and VOC content.** 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. Printout of current "MPI Approved Products List" for each product category specified, with the proposed product highlighted.
 3. VOC content.
 4. MSDS.

1.5 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 deg F.
1. Maintain containers in clean condition, free of foreign materials and residue.
 2. Remove rags and waste from storage areas daily.

1.6 FIELD CONDITIONS

- A. Apply paints only when temperature of surfaces to be painted and ambient air temperatures are between 50 and 95 degrees F.
- B. Do not apply paints in snow, rain, fog, or mist; when relative humidity exceeds 85 percent; at temperatures less than 5 degrees F above the dew point; or to damp or wet surfaces.

PART 2 - PRODUCTS

2.1 PAINT, GENERAL

- A. MPI Standards: Provide products that comply with MPI standards indicated and that are listed in its "MPI Approved Products List."
- B. 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.
- C. Low-Emitting Materials: Interior paints and coatings shall comply with the testing and product requirements of the California Department of Public Health's "Standard Method for the Testing and Evaluation of Volatile Organic Chemical Emissions from Indoor Sources Using Environmental Chambers."
- D. Colors: As selected by Architect from manufacturer's full range.

2.2 METAL PRIMERS

- A. Exterior Primer, Alkyd, Anti-Corrosive for Metal: MPI #79.
- B. Interior Primer, Alkyd, Quick Dry, for Metal: MPI #76.

2.3 WOOD PRIMERS

- A. Exterior Primer, Alkyd for Exterior Wood: MPI #5.

2.4 SOLVENT-BASED PAINTS

- A. Alkyd, Quick Dry, Metal, Semi-Gloss (Gloss Level 5): MPI #81.
- B. Alkyd, Exterior, Wood or Metal, Semi-gloss, (Gloss Level 5): MPI #94.
- C. Alkyd, Exterior Flat (Gloss Level 1): MPI #8.

2.5 EXTERIOR LATEX PAINTS

- A. Latex, Exterior, Flat (Gloss Level 1): MPI #10.
- B. Latex, Exterior, Low Sheen (Gloss Level 3-4): MPI #15.
- C. Latex, Exterior, Semi-gloss (Gloss Level 5): MPI #11

2.6 INTERIOR PRIMERS/SEALERS

- A. Primer Sealer, Interior, Institutional Low Odor/VOC: MPI #149.
- B. Primer, Latex, for Interior Wood: MPI #39.

2.7 INTERIOR LATEX PAINTS

- A. Latex, Interior, Institutional Low Odor/VOC, Flat (Gloss Level 1): MPI #143
- B. Latex, Interior, Institutional Low Odor/VOC Egg-shell (Gloss Level 3): MPI #145
- C. Latex Interior, Institutional Low Odor/VOC, Semi-gloss (Gloss Level 5): MPI #147

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Gypsum Board Substrates: Verify that finishing compound is sanded smooth.

- B. Examine substrates and conditions, with Applicator present, for compliance with requirements for maximum moisture content and other conditions affecting performance of the Work.
- C. Verify suitability of substrates, including surface conditions and compatibility with existing finishes and primers.
- D. 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 and recommendations in "MPI Manual" applicable to substrates and paint systems indicated.
- 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 reprime substrate with compatible primers or apply tie coat as required to produce paint systems indicated.
- D. Steel Substrates: Remove rust, loose mill scale, and shop primer if any. Clean using methods recommended in writing by paint manufacturer.
- E. 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.
- F. Galvanized-Metal Substrates: Remove grease and oil residue from galvanized sheet metal by mechanical methods to produce clean, lightly etched surfaces that promote adhesion of subsequently applied paints.
- G. 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 and recommendations in "MPI Manual."
 - 1. Use applicators and techniques suited for paint and substrate indicated.
 - 2. Paint surfaces behind movable items same as similar exposed surfaces. Before final installation, paint surfaces behind permanently fixed items with prime coat only.
 - 3. Paint both sides and edges of exterior doors and entire exposed surface of exterior door frames.
 - 4. Do not paint over labels of independent testing agencies or equipment name, identification, performance rating, or nomenclature plates.
 - 5. Primers specified in painting schedules may be omitted on items that are factory primed or factory finished if acceptable to topcoat manufacturers.
- B. Tint each undercoat a lighter shade to facilitate identification of each coat if multiple coats of same material are to be applied. Tint undercoats to match color of topcoat, but provide sufficient difference in shade of undercoats to distinguish each separate coat.
- 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. 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.

3.4 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.

3.5 EXTERIOR PAINTING SCHEDULE

- A. Steel Substrates:
 - a. Prime Coat: Primer, alkyd, anticorrosive for metal, MPI #79.
 - b. Intermediate Coat: Exterior alkyd enamel matching topcoat.
 - c. Topcoat: Alkyd, Quick Dry, Semi-gloss, MPI #81.
- B. Galvanized-Metal Substrates:
 - a. Prime Coat: Primer, galvanized metal, as recommended in writing by topcoat manufacturer for exterior use on galvanized-metal substrates with topcoat indicated.
 - b. Intermediate Coat: Exterior alkyd enamel matching topcoat.
 - c. Topcoat: Alkyd, exterior, flat (Gloss Level 5), MPI #8.
- C. Wood Substrates: Including wood trim, doors, and wood siding.
 - a. Prime Coat: Primer, alkyd for exterior wood, MPI #5.
 - b. Intermediate Coat: Latex, Exterior Matching Topcoat.
 - c. Topcoat: Latex, Exterior, Low Sheen, MPI #15.

3.6 INTERIOR PAINTING SCHEDULE, WATER BASED COMPOUND PAINT

- A. Steel Substrates:
 - a. Prime Coat: Primer, quick dry, for metal, MPI #76.
 - b. Intermediate Coat: interior, matching topcoat.
 - c. Topcoat: Alkyd, Quick Dry, Semi-gloss, MPI #81
 - d. Low VOC Topcoat: Latex, Interior, Institutional Low Odor/VOC Semi-gloss, MPI #147.
- B. Gypsum Board Substrates:
 - a. Prime Coat: Primer/Sealer Low Odor/VOC: MPI #149.
 - b. Intermediate Coat: Latex, Interior, Low Odor/VOC matching Topcoat.
 - c. Topcoat: Latex, Interior, Low Odor/VOC, Egg-shell, MPI #145 (unless otherwise noted)
- C. Interior Wood Substrates:
 - a. Prime Coat: Wood Primer, MPI # 39
 - b. Intermediate Coat: Latex, Interior, Low Odor/VOC matching Topcoat.
 - c. Topcoat: Latex, Interior, Low Odor/VOC, Semi-gloss, MPI #147.

END OF SECTION