



SUPERIOR COURT OF CALIFORNIA
COUNTY OF MARIN

REQUEST FOR PROPOSAL

COURT FLOOR RENOVATION: Painting of Plaster Ceilings

RFP NUMBER **09RFP01**

PROPOSALS DUE BY

FRIDAY, April 10, 2009

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I. INTRODUCTION-SUMMARY OF THE INTENDED PROCUREMENT

The Superior Court of California, County of Marin ("Court") is issuing this Request for Proposal ("RFP") to provide the Court with competitive bids to paint the ceilings of the Court Floor at the Marin County Civic Center. The Court is requesting proposals from highly qualified vendors with expertise in commercial painting.

A mandatory Bidders' Conference and Site Review is scheduled for Thursday, April 2, 2009, at 12:00 P.M. in Room 116 of the Marin Civic Center.

To be considered, the respondent must meet the "Minimum Qualifications" as defined in this document, and the proposal must satisfy the scope of the program as defined in this document. Proposals which do not meet the mandatory requirements as indicated will be rejected.

All work will be performed on Saturdays and Sundays between the hours of 8:00 A.M. and 5:00 P.M.

The Court reserves the right to award this contract not necessarily to the respondent with the lowest price, but to the proposer which the Court determines will provide the best match to the requirements as defined in this document. The successful respondent shall be chosen based on a combination of factors, including but not limited to, compliance with the conditions of this document, experience, references, and the total price. Final award will be made to the respondent who, in the sole and exclusive judgment of the Court, is best able to provide the necessary services.

II. PROCUREMENT AND EVALUATION PROCESS

2.1 Procurement Schedule and General Instructions

The Court has developed the following list of key events from RFP issuance through contract award. All deadlines are subject to change at the Court's discretion.

No.	Event	Date
1	Issue RFP	March 23, 2009
2	Mandatory Pre-proposal Conference Date and Time	April 2, 2009, 12:00 PM
4	Deadline for Proposer Questions and Clarifications	April 6, 2009
5	Responses to Questions	April 7, 2009
6	Proposal Due Date and Time (Pacific Time)	April 10, 2009, 3:00 PM
8	Notice of Award (estimated)	April 17, 2009

The RFP, responses to questions, and any addenda that may be issued will be available on the following website:

http://www.marincourt.org/purchasing_bids_proc.cgi

2.1.1 Contact List

A mandatory pre-proposal conference will be held on Thursday, April 2, 2009 at 12:00 PM at the following address:

Marin County Superior Court
3501 Civic Center Drive, Room 116
San Rafael, California 94903

Questions or clarifications concerning this RFP must be delivered in writing or via email no later than the end of the business day Monday, April 6, 2009 to the following address:

Marin County Superior Court
Attn: Purchasing
3501 Civic Center Drive, Room 116
San Rafael, CA 94903
E-mail: pbids@marincourt.org

Proposals must be delivered following the guidelines set forth in Section 2.4.1 by 3:00 PM Friday, April 10, 2009 to the following address:

Marin County Superior Court
Attn. Purchasing
3501 Civic Center Drive, Room 116
San Rafael, California 94903

2.1.2 Disposition of Material and Confidential or Proprietary Information

All materials submitted in response to the solicitation document will become the property of the Court and will be returned only at the Court's option and at the expense of the vendor submitting the proposal. One copy of a submitted proposal will be retained for official files and become a public record. Any material that a vendor considers as confidential but does not meet the disclosure exemption requirements of the California Public Records Act should not be included in the vendor's proposal as it may be made available to the public. Even though the Public Records Act (PRA) does not apply to the Court, the Court's policy is to look to the PRA for guidance in responding to requests for documents. If a vendor's proposal contains material noted or marked as confidential and/or proprietary that, in the Court's sole opinion, meets the disclosure exemption requirements of the PRA, then that information will not be disclosed pursuant to a written request for public documents. If the Court does not consider such material to be exempt from disclosure under the PRA, the material may be made available to the public, regardless of the notation or markings. If a vendor is unsure if its confidential and/or proprietary material meets the disclosure exemption requirements of the PRA, then it should not include such information in its proposal because such information may be disclosed to the public.

2.1.3 Proposal Preparation Costs

Vendors submitting proposals do so entirely at their expense. There is no express or implied obligation by the Court to reimburse a vendor for any costs incurred in preparing or submitting proposals, providing additional information when requested by the Court, participating in any selection interviews or product demonstrations, or participating in this procurement.

2.2 Mandatory Pre-proposal Conference

A mandatory pre-proposal conference to answer questions related to this RFP will be held on Thursday, April 2, 2009 at 12:00 PM. The location of the pre-proposal conference is stated below:

Marin County Superior Court
3501 Civic Center Drive, Room 116
San Rafael, CA 94903

The pre-proposal conference is mandatory; prospective proposers are required to attend in order to better understand the proposal requirements. In the event a potential proposer is unable to attend the pre-proposal conference, an authorized representative may attend on their behalf. A representative may only sign in for one vendor. Proposals from vendors who did not attend the pre-proposal conference will not be accepted and will be returned unopened.

2.3 Pre-Submittal Process

2.3.1 Request for Clarifications or Modifications

Vendors interested in responding to this solicitation may submit questions on procedural matters related to the RFP or requests for clarification or modification of this solicitation document. If the vendor is requesting a change, the request must set forth the recommended change and the vendor's reasons for proposing the change. All questions and requests must be submitted in writing to the Submittal Contact listed in Section 2.1.1 no later than the date specified in Section 2.1. Questions or requests submitted after the due date will not be answered.

Without disclosing the source of the question or request, the Court will post a copy of the questions and the Court's responses on the Court website at the following address:

http://www.marincourt.org/purchasing_bids_proc.cgi

If a vendor's question relates to a proprietary aspect of its proposal and the question would expose proprietary information if disclosed to competitors, the vendor may submit the question in writing, conspicuously marking it as "CONFIDENTIAL." With the question, the vendor must submit a statement explaining why the question is sensitive. If the Court concurs that the disclosure of the question or answer would expose proprietary information, the question will be answered, and both the question and answer will be kept in confidence. If the Court does not concur regarding the proprietary nature of the question, the question will not be answered in this manner and the vendor will be notified.

2.3.2 Ambiguity, Discrepancies, Omissions

If a vendor submitting a proposal discovers any ambiguity, conflict, discrepancy, omission, or other error in this solicitation document, the vendor shall immediately provide the Submittal Contact listed in Section 2.1.1 written notice of the problem and request that the solicitation document be clarified or modified. Without disclosing the source of the request, the Court may modify the solicitation document prior to the date fixed for submission of proposals by providing an addendum to potential proposers or, if identified in Section 2.1, by posting the addendum on the Court website.

If prior to the date fixed for submission of proposals a vendor submitting a proposal knows of or should have known of an error in the solicitation document but fails to notify the Court of the error, the vendor shall propose at its own risk, and if the vendor is awarded the contract, the vendor shall not be entitled to additional compensation or time by reason of the error or its later correction.

2.3.3 Contact with Court

Vendors are specifically directed not to contact any Court personnel or consultants for meetings, conferences, or discussions that are specifically related to this RFP at any time prior to any award of a contract. Unauthorized contact with any Court personnel or consultants may be cause for rejection of the vendor's response.

2.3.4 RFP Addenda

The Court may modify this solicitation document prior to the date fixed for submission of proposals by providing notice to potential proposers or by posting an addendum on the Court's website at the following address:

http://www.marincourt.org/purchasing_bids_proc.cgi

Any such addenda shall become part of the contract documents and all bidders shall be bound by such Addenda whether or not received by them. If any potential vendor determines that an addendum unnecessarily restricts its ability to propose, it must notify the Submittal Contact listed in Section 2.1.1 no later than three (3) business days following the date the addendum provided or posted. Pricing shall reflect all addenda issued by the Court. Failure to do so will permit the Court to interpret the proposal to include all addenda issued in any resulting contract.

2.4 Submission of Proposals

2.4.1 Proposal Delivery

All documents listed in [Section 3.2](#), [Section 3.3](#), [Section 3.4](#), [Section 3.5](#), and [Section 3.6](#) must be received no later than the Proposal Due Date and Time specified in [Section 2.1](#) at the address listed in [Section 2.1.1](#).

All proposals must be submitted in envelopes that are sealed. The outside of envelope must be clearly marked with the RFP Number, Project Title, the Proposal Due Date, and the proposer's name.

All proposals must be delivered via U.S. Mail, common carrier, or hand delivery. A receipt should be requested for hand delivered material.

Proposals received prior to the proposal due date that are marked properly will be securely kept, unopened until the proposal due date. Late proposals will not be considered.

The proposer is solely responsible for ensuring that the full proposal is received by the Court in accordance with the solicitation requirements, prior to the date and time specified in the solicitation, and at the place specified. The Court shall not be responsible for any delays in mail or by common carriers or by transmission errors or delays or missed delivery.

2.4.2 Amendment or Withdrawal of Proposals

A vendor may amend its proposal prior to the proposal due date. All amendments must be in writing and received by the Court prior to the proposal due date.

A vendor may withdraw its proposal at any time prior to the proposal due date by notifying the Submittal Contact listed in [Section 2.1.1](#) in writing of its withdrawal. Amendments or withdrawals offered in any other manner, than described above will not be considered. Proposals cannot be amended or withdrawn after the proposal due date.

2.4.3 Mistake in Proposal

If prior to a contract award, a proposer discovers a mistake in their proposal that renders the proposer unwilling to perform under any resulting contract, the proposer must immediately notify the Submittal Contact listed in [Section 2.1.1](#) in writing and request to withdraw the proposal. It shall be solely within the Court's discretion as to whether withdrawal will be permitted. If the solicitation contemplated evaluation and award of "all or none" of the items, then any withdrawal must be for the entire proposal. If the solicitation provided for evaluation and award on a line item or combination of items basis, the Court may consider permitting withdrawal of specific line item(s) or combination of items.

2.4.4 Error in Submitted Proposals

If an error is discovered in a vendor's proposal, the Court may at its sole option retain the proposal and allow the proposer to submit certain arithmetic corrections. The Court may, at its sole option, allow the proposer to correct obvious clerical errors. In determining if a correction will be allowed, the Court will consider the conformance of the proposal to the format and content required by the solicitation, the significance and magnitude of the correction, and any unusual complexity of the format and content required by the solicitation.

If the proposer's intent is clearly established based on review of the complete proposal submitted, the Court may, at its sole option, allow the proposer to correct an error based on that established intent.

The total price of unit-price items or individual line items will be the product of the unit or line item price and the quantity. If the unit or line item price is ambiguous, unintelligible or uncertain for any cause, or is omitted, the unit or line item price shall be the amount obtained by dividing the "extension" price by the item quantity.

2.4.5 Authorized Signatures, Validity Period of Proposals

The proposal must be signed by a duly authorized officer or employee of the vendor. Proposals will be valid for ninety (90) days after the proposal due date specified in Section 2.1 ("Proposal Validity Date"). In the event a final contract has not been awarded by the date specified in Section 2.1, the Court reserves the right to negotiate extensions to the Proposal Validity Date.

2.4.6 Knowledge of Requirements

The vendor shall carefully review all documents referenced and made a part of the solicitation document to ensure that all information required to properly respond has been submitted or made available and all requirements are priced in the proposal. Failure to examine any document, drawing, specification, or instruction will be at the proposer's sole risk.

Proposers shall be responsible for knowledge of all items and conditions contained in their proposals and in this RFP, including any Court issued clarifications, modifications, amendments, or addenda. The Court will provide notice to perspective proposers or post addenda and clarifications to the Court website; however, it is the proposer's responsibility to ascertain that the proposal includes all addenda issued prior to the proposal due date.

2.4.7 Independence of Proposal and Joint Proposals

Unless a proposer is submitting a joint proposal, the proposer represents and warrants that by submitting its proposal it did not conspire with any other vendor to set prices in violation of anti-trust laws.

A proposal submitted by two or more vendors participating jointly in one proposal may be submitted, but one vendor must be identified as the prime contractor and the other as the subcontractor. The Court assumes no responsibility or obligation for the division of orders or purchases among joint subcontractors.

2.4.8 Covenant Against Gratuities

Proposer warrants by signing its proposal that no gratuities, in the form of entertainment, gifts, or otherwise, were offered by the proposer or any agent, director, or representative of the proposer, to any officer, official, agent, or employee of any Court with a view toward securing award of or securing favorable treatment with respect to any determinations concerning the performance of any resulting contract. For breach or violation of this warranty, the Court will have the right to terminate any resulting contract in whole or in part. The right and remedies of the Court provided in this provision shall not be exclusive and are in addition to any other rights and remedies provided by law or under the resulting contract.

2.5 Overview of Evaluation Process

2.5.1 Evaluation Committee

The Court will conduct a comprehensive, fair, and impartial evaluation of proposals received in response to this RFP. All proposals received from vendors will be reviewed and evaluated by a committee of qualified personnel ("Evaluation Committee"). The name, units, or experience of the individual members will not be made available to any vendor.

2.5.2 Reservation of Rights

The Court, in its complete discretion, may eliminate proposals that have not meet the minimum qualifications of Section 2.6. The Court reserves the right to reject any or all proposals, in whole or in part, and may or may not waive any immaterial deviation or defect in a proposal.

The Court's waiver of an immaterial deviation or defect shall in no way modify the solicitation document or excuse a vendor from full compliance with solicitation document specifications.

If a proposal fails to meet a material solicitation document requirement, the proposal may be rejected. A deviation is material to the extent that a response is not in substantial accord with the requirements of the solicitation document. Material deviations cannot be waived.

Unless otherwise specified in the solicitation, the Court may accept any item or combination of items as specified in the solicitation, of any proposal unless the proposer expressly restricts an item or combination of items in its proposal and conditions its response on receiving all items for which it provided a proposal. In the event that the proposer so restricts its proposal, the Court may consider the proposer's restriction and evaluate whether the award on such basis will result in the best value to the Court or may determine in its sole discretion that such restriction is non-responsive and renders the proposer ineligible for further evaluation.

The Court reserves the right to negotiate with proposers who have presented, in the opinion of the Evaluation Committee, the best proposal in an attempt to reach a contract. If no contract is reached, the Court can negotiate with other proposers or make no award under this RFP. At any time the Evaluation Committee can reject all proposals and make no award under this RFP. Moreover, the Court reserves the right to reconsider any proposal submitted at any phase of the procurement. It also reserves the right to meet with vendors to gather additional information.

Proposals that contain false or misleading statements may be rejected if in the Court's opinion the information was intended to mislead the Court regarding a requirement of the solicitation document.

2.5.4 Requests for Additional Information

The Court reserves the right to seek clarification or additional information from any proposer throughout the solicitation process. The Court may require a proposer's representative to answer questions during the evaluation process with regard to the vendor's proposal. Failure of a proposer to demonstrate that the claims made in its proposal are in fact true may be sufficient cause for deeming a proposal non-responsive.

2.6 Minimum Qualifications

To be considered for full evaluation and possible award, proposers must first meet the threshold minimum qualification requirements listed in the following table:

No.	Minimum Qualifications
1	Neither Contractor nor any of its proposed subcontractors are currently under suspension or debarment by any state or federal government agency and neither vendor nor any of its proposed subcontractors are tax delinquent with the State of California or Federal Government.
2	Contractor must possess a valid Contractors License issued and must have all required licenses and permits to conduct business in the State of California and must be in good standing with applicable trade associations, certification boards, or other regulatory industries.
3	Insurance minimums of \$1 million General Liability, Automobile Liability, and Workers Compensation.
4	Two years of interior painting experience at a level consistent with the scope and requirements of this project.
5	Prevailing Wage Rates. Contractor and any subcontractors to pay its employees the prevailing wage rate as determined by the Director of the Department of Industrial Relations.

2.7 Evaluation Criteria

Proposals will be evaluated to determine the proposal that offers the best value to the Court. The evaluation will be based upon the following criteria, listed in order of descending priority. Although some factors are weighted more than others, all are considered necessary, and a proposal must be technically acceptable in each area to be eligible for award. With regards to cost, the Court reserves the right, in its sole discretion, to reject any proposal whose price is outside of the competitive range.

- a. Cost/pricing factors
- b. Experience on similar projects
- c. References

2.8 Interviews and Negotiations

2.8.1 Interviews

Following the initial screening of proposals, the Court reserves the right to require, and each proposer must be prepared to conduct, oral presentations and other discussions (written or verbal) on the content of its proposal. If the Court determines that interviews or presentations are required, selected proposers will be notified in writing of the date, place, time and format of the interview or presentation. Proposers will be responsible for all costs related to the interview, which, at the Court's sole discretion, may be in-person and/or by teleconference. Failure to participate in such interviews or presentations shall result in a proposer's disqualification from further consideration.

2.8.2 Negotiations

If the Court desires to enter into negotiations, they will do so with one or more proposers, at their discretion. If the Court enters into negotiations and no contract is reached, the Court can negotiate with the other proposers or make no award under this RFP. The Court reserves the right to award a contract, if any, without negotiations.

2.8.3 Payment

Payment is made based upon completion of tasks as provided in the contract between the Court and selected vendor.

2.9 Award of Contract

The Evaluation Committee will make a final recommendation for award of the contract. Upon award, the successful proposer(s) will be required to execute a Contract, provide Certificates of Insurance, and furnish Performance and Payment Bonds within ten (10) business days of award. The period for execution of the Contract may be changed by mutual consent of the parties. Contracts are not effective until signed by both parties.

2.10 Protest Procedures

2.10.1 General

Failure of proposer to comply with the protest procedures set forth in this Section 2.10, will render a protest inadequate and untimely, and will result in rejection of the protest. In no event shall a protest be considered if all submittals are rejected or after a contract has been executed.

2.10.2 Prior to Submission of Proposal

An interested party that is an actual or prospective proposer with a direct economic interest in the procurement may file a protest based on allegedly restrictive or defective specifications or other improprieties in the solicitation process that are apparent, or should have been reasonably discovered prior to the submission of a proposal. Such protest must be received prior to the proposal due date.

The protestor will have exhausted all administrative remedies specified in Section 2.3.1, Request for Clarification or Modifications; Section 2.3.2, Ambiguity, Discrepancies, Omissions; Section 2.3.4, RFP Addenda; and this Section as applicable, prior to submitting the protest. Failure to do so may be grounds for denying the protest.

2.10.3 After Award

A vendor submitting a proposal may protest the award based on allegations of improprieties occurring during the proposal evaluation or award period if it meets all of the following conditions:

- a. The vendor has submitted a proposal that it believes to be responsive to the solicitation document.
- b. The vendor believes that its proposal meets the administrative and technical requirements of the solicitation, proposes items and/or services of proven quality and performance, and offers a competitive cost; and
- c. The vendor believes that the Court has incorrectly selected another vendor submitting a proposal for an award.

Such protests must be received no later than five (5) business days after the protesting party receives a no-award notification.

2.10.4 Form of Protest

A vendor who is qualified to protest should submit the protest to the individual listed in the Submission of Proposal section of this RFP who will forward the matter to the appropriate Contracting Officer.

- a. The protest must be in writing and sent by certified or registered mail or delivered personally to the address noted above. If the protest is hand-delivered, a receipt must be requested.
- b. The protest shall include the name, address, telephone and facsimile numbers of the party protesting or their representative.
- c. The title of the solicitation document under which the protest is submitted shall be included.
- d. A detailed description of the specific legal and factual grounds of protest and any supporting documentation shall be included.
- e. The specific ruling or relief requested must be stated.

The Court, at its discretion, may make a decision regarding the protest without requesting further information or documents from the protestor. Therefore, the initial protest submittal must include all grounds for the protest and all evidence available at the time the protest is submitted. If the protestor later raises new grounds or evidence that was not included in the initial protest but which could have been raised at that time, the Court will not consider such new grounds or new evidence.

2.10.5 Determination of Protest Submitted Prior to Submission of Proposal

Upon receipt of a timely and proper protest based on allegedly restrictive or defective specifications or other improprieties in the solicitation process that are apparent, or should have been reasonably discovered prior to the submission of a proposal, the Court will provide a written determination to the protestor prior to the Proposal Closing Time. If required, the Court may extend the Proposal Closing Time to allow for a reasonable time to review the protest. If the protesting party elects to appeal the decision, the protesting party will follow the appeals process outlined below and the Court, at its sole discretion, may elect to withhold the contract award until the protest is resolved or denied or proceed with the award and implementation of the contract.

2.10.6 Determination of Protest Submitted After Submission of Proposal

Upon receipt of a timely and proper protest, the Court will investigate the protest and will provide a written response to the vendor within a reasonable time. If the Court requires additional time to review the protest and is not able to provide a response within ten (10) business days, the Court will notify the vendor. If the protesting party elects to appeal the decision, the protesting party will follow the appeals process outlined below and the Court, at its sole discretion, may elect to withhold the contract award until the protest is resolved or denied or proceed with the award and implementation of the contract.

2.10.7 Appeals Process

The Contracting Officer's decision shall be considered the final action by the Court unless the protesting party thereafter seeks an appeal of the decision by filing a request for appeal with the Court Executive Officer, within five (5) calendar days of the issuance of the Contracting Officer's decision.

The justification for appeal is limited to:

- A. Facts and/or information related to the protest, as previously submitted, that were not available at the time the protest was originally submitted; or
- B. The Contracting Officer's decision contained errors of fact, and that such errors of fact were significant and material factors in the Contracting Officer's decision; or
- C. The decision of the Contracting Officer was in error of law or regulation.

The request for appeal shall include:

- (1) The name, address telephone and facsimile numbers of the vendor filing the appeal or their representative;
- (2) A copy of the Contracting Officer's decision;
- (3) The legal and factual basis for the appeal; and
- (4) The ruling or relief requested. Issues that could have been raised earlier will not be considered on appeal.

Upon receipt of a request for appeal, the Court Executive Officer will review the request and the decision of the Contracting Officer and shall issue a final determination. The decision of the Court Executive Officer shall constitute the Court's final action.

2.10.8 Protest Remedies

If the protest is upheld, the Court will consider all circumstances surrounding the procurement in its decision for a fair and reasonable remedy, including the seriousness of the procurement deficiency, the degree of prejudice to the protesting party or to the integrity of the competitive procurement system, the good faith efforts of the parties, the extent of performance, the cost to the Court, the urgency of the procurement, and the impact of the recommendation(s). The Court may recommend any combination of the following remedies:

- a. Terminate the contract for convenience;
- b. Re-compete the contract;
- c. Issue a new solicitation;
- d. Refrain from exercising options to extend the term under the contract, if applicable;
- e. Award a contract consistent with statute or regulation; or
- f. Other such remedies as may be required to promote compliance.

2.11 General Instructions for Pricing

Vendor must submit pricing as required by Section 3.4, Price Sheet. Vendors chosen for contract negotiations will be responsible for ensuring that pricing in contract documents do not conflict with prices submitted in response to this RFP.

Pricing should include all anticipated charges, including but not limited to, freight and delivery, insurance, bonds, cost of materials, travel expenses, overhead, profits, and other costs or expenses incidental to the vendor's performance.

The Court is exempt from federal excise taxes and no payment will be made for any taxes levied on the vendor's or any Subcontractor's employee's wages. The Court will pay for any applicable State of California or local sales or use taxes on the products provided or the services rendered. Taxes shall be included as a separate line item on a vendor's invoice.

III. PROPOSAL FORMAT

3.1 Proposal Checklist

The following is a checklist of the required information and documents that must be provided in proposal submissions. All documents must be provided, or the proposal will be incomplete and the Court will not consider the proposal.

- 3.2 General Requirements and Vendor Certification Form
- 3.3 References and Qualifications
- 3.4 Price Sheet
- 3.5 Subcontractor List
- 3.6 Proposal Summary

3.2 General Requirements and Vendor Certification Form

I certify that neither _____ (Proposer) nor any of its proposed subcontractors are currently under suspension or debarment by any state or federal government agency, and that neither Proposer nor any of its proposed subcontractors are tax delinquent with the State of California. I acknowledge that if Proposer or any of its subcontractors subsequently are placed under suspension or debarment by a local, state or federal government entity, or if Proposer or any of its subcontractors subsequently become delinquent in California taxes, our Proposal may be disqualified.

Pursuant to provisions of Section 1770, et seq., of the Labor Code of the State of California, it shall be mandatory upon the Contractor and any subcontractors to pay its employees the general prevailing rate of wages as determined by the Director of the Department of Industrial Relations.

The Contractor agrees to furnish certified copies of all insurance policies and endorsements; all certificates of comprehensive, general, and auto liability insurance; workers compensation insurance; and such other insurance that will protect him from claims for damages and personal injury. The certified copies, certificates, and additional endorsements, will be filed at the time of the execution of the contract.

The Contractor shall execute the contract, including but not limited to signing all the necessary documents, submitting all required bonds and evidences of insurance, and provide a list of employees for security background check within ten (10) days after notice of award.

Signature

Printed Name

Title

Date

3.3 References and Qualifications

1. Number of years in business under current name: _____ (years)

2. Largest dollar value contract/project your company has been involved in:

\$ _____ (estimated)

3. List three references of similar scope of work your company has completed in the last three years:

A. Business/Agency Name: _____

Contact Person: _____

Phone Number: _____

Type of Project: _____

B. Business/Agency Name: _____

Contact Person: _____

Phone Number: _____

Type of Project: _____

C. Business/Agency Name: _____

Contact Person: _____

Phone Number: _____

Type of Project: _____

4. Additional information that demonstrates the Contractors ability to perform RFP requirements:

3.4 Price Sheet

RFP Number: 09RFP01
 Project: Court Floor Renovation: Painting of Plaster Ceilings
 Location: 3501 Civic Center Drive, San Rafael, CA 94903

Company Name: _____

Address: _____

City: _____ State _____ Zip _____

Federal Tax ID Number _____

License No. _____

1. BASE BID (Lump Sum): All required labor, materials, transportation, equipment, incidentals, and services required to complete all work described in RFP # 09RFP01, complete for the sum of _____ Dollars (\$ _____). **Note: Refer to “Ceiling Painting Schedule” in Specifications, Section 09900, Paragraph 3.09.**

2. ADDITIVE BID (Itemized by Room Type): All required labor, materials, transportation, equipment, incidentals, and services required to complete all work described in RFP # 09RFP01 for the following room types. **Additive Bid option to be exercised at Courts convenience prior to June 30, 2009.**

Item No.	Description	Unit Price
1	Horizontal Jury Room	\$
2	Vertical Jury Room	\$
3	Commissioner Office	\$
4	Judges Chamber / Reporters Office	\$

Signature

Printed Name

Title

Date

3.5 List of Subcontractors

In compliance with the provisions of Section 4100-4108 of the Public Contract Code of the State of California, and any amendments thereof, the undersigned shall set forth below the name and address of each subcontractor who will perform work or labor, or render services to the Contractor in an amount greater than one-half of one percent (1/2%) of the total bid. If the undersigned fails to specify a subcontractor for any work to be performed under the Contract, the undersigned agrees to perform the work.

A. Subcontractor: _____
Address: _____
Category of Work: _____

B. Subcontractor: _____
Address: _____
Category of Work: _____

C. Subcontractor: _____
Address: _____
Category of Work: _____

Signature

Printed Name

Title

Date

General Terms and Conditions

1. Accounting

Contractor will maintain a system of accounting and internal controls that meets Generally Accepted Accounting Principles (U.S. GAAP).

2. Audit; Retention of Records

A. **Audit.** Upon reasonable notice, Contractor will provide to Court, to any federal or state entity with monitoring or reviewing authority, or to Court's authorized representatives, access to and the right to examine and audit all records and documents relating to performance and billing under this Agreement, and, as necessary, to determine compliance with relevant federal, state, and local statutes, rules, and regulations. Contractor agrees to provide Court with all relevant information requested, and will permit access to its premises at reasonable times, for the purpose of interviewing employees and inspecting and copying any relevant records.

B. **Retention of Records.** Contractor will maintain all financial Data, supporting documents, and all other records relating to performance and billing under this Agreement for a period in accordance with state and federal law. The minimum retention period will be four years from the date of the submission of the final payment request or until audit findings are resolved, whichever is later.

3. Assignment

Contractor will not assign its rights or obligations under this Agreement, either in whole or in part, without the prior written consent of Court, in the form of an Amendment.

4. Choice of Law; Jurisdiction and Venue

A. **Choice of Law.** This Agreement and performance under it will be exclusively governed by the laws of the State of California without regard to its conflict of law provisions.

B. **Jurisdiction and Venue.** Contractor irrevocably consents to the exclusive jurisdiction and venue of the state and federal courts located in San Francisco, California in any legal action concerning or relating to this Agreement.

5. Certifications and Representations

Contractor's signature on the cover page shall also serve as certification for the following paragraphs, A-F.

A. **ADA Compliance.** Contractor certifies that it and its Subcontractors comply with applicable provisions of the Americans with Disabilities Act ("ADA") of 1990 (42 U.S.C. Sections 012101 *et seq.*), which prohibits discrimination on the basis of disability, as well as with all applicable regulations and guidelines issued pursuant to the ADA.

B. **FEHA Compliance.** Contractor certifies that it and its Subcontractors comply with all applicable provisions of the Fair Employment and Housing Act, Calif. Gov. Code, § 12990 *et seq.*, and all applicable regulations promulgated under Calif. Code of Regulations, title 2, § 7285 *et seq.*

Contractor certifies that it and its Subcontractors will not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, disability, marital status, age (over 40), sex, or sexual orientation. Contractor will ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.

Contractor certifies that it and its Subcontractors will not unlawfully harass, including sexually harass, any persons with whom Contractor or its Subcontractors interact in the performance of this Work. Contractor and its Subcontractors will take all reasonable steps to prevent such harassment.

C. **Drug-free Workplace.** Contractor certifies that it and its Subcontractors will provide a drug-free workplace as required by Calif. Gov. Code, § 8355-8357.

D. **Labor/Collective Bargaining.** Contractor certifies that it and its Subcontractors will provide notice of their obligations under the foregoing provisions to labor organizations with which it or they have collective bargaining agreements, prior to execution of this Agreement.

E. **National Labor Relations Board (NLRB) Certification.** Contractor certifies that, within the immediately preceding two-year period, no more than one final, unappealable finding of contempt of court by a federal court has been issued against Contractor because of Contractor's failure to comply with an order of the National Labor Relations Board.

F. **Prohibition Against Hiring Court Employees.** Contractor certifies and will require all Subcontractors to certify to the following:

“Former Court employees will not be offered employment position for two years from the date of separation, if that employee participated in the decision-making process relevant to the Agreement, or for one year from the date of separation if that employee was in a policy-making position in the same general subject area as the proposed Agreement, within the prior twelve-month period of Court employment.”

6. Changes in Work; Stop Work

A. Changes in Work.

- A.1. Court reserves the right to require Contractor to make changes in the Work, as set forth in the Specifications, which may include additions, deletions, or modifications to the Work, or changes in the timing or level of effort for the Work.
- A.2. For any change proposed by Court or Contractor, Contractor will submit in writing:
 - a) a description of the proposed change and the reasons for the change;
 - b) a summary of the total compensation to be paid Contractor with a breakdown of tasks and costs, including any reduction in work or costs resulting from the change; and
 - c) a statement of the expected impact on schedule.
- A.3. If Court and Contractor agree on a change, Court will issue an Amendment documenting the change, for the parties' execution.
- A.4. If the parties cannot agree to the terms of a change, Contractor will proceed diligently with Work unless otherwise directed by Court, and any continuing disagreement will follow the process set forth in the provisions entitled “Dispute Resolution.” Contractor should not proceed with any change prior to receiving a written directive or Amendment from Court. All costs for changes performed by Contractor without Court's prior written approval will be at Contractor's sole risk and expense.

B. Stop Work.

- B.1. Court may, at any time, by delivery of a written Stop Work Order to Contractor, require Contractor to stop any or all of the Work, for ninety days after the Stop Work Order is delivered to Contractor, and for any further period to which the parties may agree.
- B.2. Upon receipt of the Stop Work Order, Contractor will immediately comply with its terms and take all reasonable steps to minimize the costs incurred to Court during the applicable Stop Work period. Within ninety days after a Stop Work Order is delivered to Contractor, or within any mutually agreed extension of that period, Court will either cancel the Stop Work Order or terminate the Work, as provided in Section 21 (Termination).
- B.3. If a Stop Work Order is cancelled, or the period of the Stop Work Order or any extension thereof expires, Contractor will resume Work. Court may make an equitable adjustment in the delivery schedule, the Contract Amount, or both, if (a) the Stop Work Order increases Contractor's costs or the time required for performance; and (b) Contractor asserts its right to an equitable adjustment within thirty days after the end of the applicable Stop Work period.
- B.4. If a Stop Work Order is not canceled and the Work covered by the Stop Work Order is terminated other than for cause, Court may allow reasonable costs resulting from the Stop Work Order.
- B.5. Court will not be liable to Contractor for loss of profits because of any Stop Work Order.

7. Confidential Information

- A. **Requirements of Strict Confidence.** While performing Work under this Agreement, Contractor and its Subcontractors may gain access to Confidential Information that, if disclosed to Third Parties, may be damaging to Court, its personnel, court users, or other government entity. Neither Contractor nor its Subcontractors acquires any right or title to the Confidential Information, and Contractor and its Subcontractors agree not to disclose any Confidential Information to any Third Party. All Confidential Information disclosed to Contractor or its Subcontractor will be held in strict confidence and used only in performance of Work under this Agreement. In the event of any unauthorized disclosure or loss of Confidential Information, Contractor will immediately provide Notice to Court, with pertinent details of the unauthorized disclosure or loss, and any remedial measures taken.
- B. **Permissible Disclosures.** Contractor may disclose Court's Confidential Information on a “need to know” basis to Contractor's employees and Subcontractors and any representatives of Court that are working on the project. Additionally, Contractor may disclose the Confidential Information, to the extent necessary to (i) comply with any applicable law, rule, regulation, or ruling; (ii) respond to any enforceable summons or subpoena; or (iii) enforce its rights under this Agreement.

8. Conflict of Interest; Prohibition Against Gratuities

A. Conflict of Interest.

- A.1. Contractor covenants that it and its Subcontractors presently have no interest, and will acquire no interest, which

would directly or indirectly conflict in any manner or to any degree, with the full and complete performance required under this Agreement. Contractor further agrees to submit full disclosure statements, if required by law to do so, pursuant to the requirements of the California Fair Political Practices Act or any other applicable federal or state law, regulation, or conflict of interest code.

A.2 Contractor and its Subcontractors and employees will not participate in proceedings that involve the use of Court funds or that are sponsored by Court if the Contractor, its Subcontractors, or their employees, principals, partners, family members, or organizations have a financial interest in the outcome of the proceedings.

A.3 Contractor and its Subcontractors and employees will not engage in actions resulting in, or creating the appearance of:

- a) use of an official position with the government for private gain;
- b) preferential treatment to any particular person associated with this Work or Agreement;
- c) impairment of Court's independence or impartiality;
- d) a decision made outside official channels; or
- e) adverse effects on the confidence of the public in the integrity of Court.

B. Prohibition Against Gratuities.

B.1 Contractor covenants that no gratuities, in the form of entertainment, gifts, or otherwise, were offered by Contractor or any agent, director, or representative of Contractor, to any officer, official, agent, or employee of Court, in an effort to secure the Agreement or favorable treatment with respect to any determinations concerning the performance of the Agreement.

B.2 For any breach or violation of this covenant, Court has the right to terminate the Agreement for cause, wither whole or in part. Any loss or damage sustained by Court in procuring, on the open market, replacement goods or services that Contractor agreed to provide, will be borne and paid for by Contractor. Court's rights and remedies under this provision are in addition to any other rights and remedies provided by law or under this Agreement.

9. Consideration

The consideration paid to Contractor is the entire compensation for all Work performed under this Agreement, including all of Contractor's expenses incurred, such as travel and per diem expenses, unless otherwise expressly provided, as set forth in Exhibit C (Payment).

A. **Payment Does Not Imply Acceptance of Work.** Court's payment will not relieve Contractor from its obligation to replace unsatisfactory Work, even if the unsatisfactory character of such Work may have been apparent or detected at the time such payment was made. Work, Data, or components that do not conform to requirements of this Agreement will be rejected, and will be replaced by Contractor, without delay or additional cost to Court.

B. **Disallowance.** If Contractor receives payment from Court for a service or reimbursement that is later disallowed or rejected by the Court, Contractor will promptly refund the disallowed amount to Court upon Court's request. At its option, Court may offset the amount disallowed from any payment due to Contractor, under this Agreement or any other agreement.

10. Contractor Status

A. Independent Contractor.

A.1 Contractor, Subcontractors, and their officers, agents, employees, and all others acting on behalf of Contractor for this Work, act as independent contractors and not as Court agents, officers or employees. Contractor has no authority to bind or incur any obligation on behalf of Court. Except as expressly provided in the Specifications, Contractor has no authority or responsibility to exercise any rights or power vested in Court.

A.2 This Agreement will not be considered under any circumstance to create a joint-venture relationship.

A.3 If any governmental entity concludes that Contractor is not an independent contractor, Court may terminate this Agreement immediately upon Notice. Alternatively, Contractor may agree to a reduction in Court's financial liability, so that Court's total costs under this Agreement do not exceed the originally contemplated amount.

B. Contractor's Employees.

B.1 Contractor's employees will be entirely and exclusively under the direction, supervision, and control of Contractor. All terms of employment including hours, wages, working conditions, discipline, hiring, and termination, or any other employment issues or requirements of law, will be determined by Contractor.

B.2 Contractor will issue W-2 forms or other forms as required by law for income and employment tax purposes for all of Contractor's employees, consultants, and independent contractors.

B.3 If the Internal Revenue Service or any other federal or state governmental entity should investigate or challenge Contractor's independent status with respect to Court, the parties agree that (i) each will inform the other party of such investigation or challenge; and (ii) Court will have the right, but not the obligation, to participate in any discussion or negotiation occurring with the federal or state entity, regardless who initiates such discussions or negotiations.

- B.4 Contractor will indemnify and hold Court harmless from all claims, costs, and liabilities resulting from third-party actions alleging an employment relationship between Court and any Contractor or Subcontractor personnel.
- C. **Exclusive Control of Means and Method of Performance.** Contractor will determine the method, details, and means of performing or supplying the Work under this Agreement. Contractor will be responsible to Court only for the requirements and results specified in this Agreement and more particularly as set forth in the Specifications, and will not be subjected to Court's control with respect to the physical action or activities of Contractor in fulfillment of this Agreement. Contractor will have the "right to control" and bear the sole responsibility for the job site conditions and safety.
- D. **Permits, Laws, and Regulations.**
 - D.1 Contractor must observe and comply with all applicable laws, rules, and regulations affecting the Work. During the term of this Agreement, Contractor will obtain and keep in full force and effect, all permits and licenses necessary to accomplish the Work. Such permits and licenses will be made available to Court, upon request.
 - D.2 Contractor will promptly provide Notice to Court of any conflict discovered between the Agreement and any applicable laws, rules, regulations, and/or permits and licenses, and await resolution of the conflict. If Contractor proceeds with the Work in question without resolution of the conflict, Contractor will be solely liable for any costs, fines, penalties, or damages that accrue, including costs for remedial work required to comply with such requirements.
- E. **Subcontracting.**
 - E.1 Contractor will not engage a Subcontractor to perform any portion of this Work, without the express written consent of Court. Any subcontracting without Court's written consent is a material breach of this Agreement.
 - E.2 Contractor warrants and represents that all Subcontractors will be subject to the same terms and conditions applicable to Contractor under this Agreement. Contractor will incorporate this Agreement as the prime agreement in any subcontracting relationship. Contractor will be liable for all Subcontractor acts or omissions, including indemnity obligations.
- F. **Signature Authority.** Contractor has all requisite power and authority to conduct its business, and to execute and perform the Agreement.

11. Dispute Resolution

Court and Contractor will attempt, in good faith, to resolve any disputes informally. Contractor will meet with Court's Project Manager or other designated representative to discuss the matter and any actions necessary to resolve a dispute.

A. Escalation.

- A.1 If a dispute remains unresolved following Notice by either party, each party's Chief Executive Officer ("CEO") or designated representative will meet to exchange information and attempt resolution within fifteen days of the effective date of the Notice.
- A.2 If the matter is not resolved as set forth in section 11.A.1, the aggrieved party will submit a second Notice which will:
 - a) provide detailed factual information;
 - b) identify the specific provisions in this Agreement on which any demand is based;
 - c) advise if the demand involves a cost adjustment and, if so, provide the exact amount, accompanied by all supporting records; and
 - d) attach a declaration that the demand is made in good faith, the supporting data are accurate and complete, and the amount requested properly reflects the necessary adjustment. Notice will be signed by an authorized representative of the aggrieved party.
- A.3 Each party will comply with reasonable requests for additional information. Any additional information will be provided within fifteen days after receipt of a written request, unless otherwise agreed.

B. Confidentiality During Dispute Resolution.

- B.1 All dispute resolution negotiations are considered confidential, and will be treated as compromise and settlement negotiations, to which California Evidence Code § 1152 applies.
- B.2 Pending final resolution of any dispute, Contractor agrees to proceed diligently with the performance of the Work, including Work associated with the dispute, unless otherwise directed by Court. Contractor's failure to diligently proceed in accordance with Court's instructions will be considered a material breach of the Agreement.

12. Force Majeure

- A. Force Majeure events include, but are not limited to:
 - 1. catastrophic acts of nature, or public enemy;
 - 2. civil disorder;
 - 3. fire or other casualty for which a party is not responsible; and
 - 4. quarantine or epidemic.

The party asserting a Force Majeure event will immediately provide Notice to the other party of the occurrence and nature of the Force Majeure event, and its expected impact on schedule. The party claiming Force Majeure will use commercially reasonable efforts to continue or resume performance, including alternate sources or means. Contractor will have no right to additional payment for costs incurred as a result of a Force Majeure event.

- B. Any assertion of a Force Majeure event by Subcontractors will be attributed to Contractor.

13. Indemnification

- A. To the fullest extent permitted by law, Contractor will indemnify, hold harmless, and defend (with counsel satisfactory to the Court) Court and its agents, officers, and employees from and against any and all claims, damages, losses, judgments, liabilities, expenses, and other costs, including litigation costs and attorneys' fees, arising or resulting from, or in connection with, the performance or breach of this Agreement by Contractor or its officers, employees, agents, representatives, or Subcontractors. Such indemnification will not include loss, damage, or expense arising from the sole negligence or willful misconduct of Court or its agents, officers, and employees.
- B. For Contractor's acts, errors, or omissions which are covered by Contractor's Professional Liability insurance, Contractor will provide the above indemnification for that proportion of damages, costs, and liabilities that are attributed to Contractor, or any of its Subcontractors, but not for Court's proportionate share of liability.
- C. Contractor's obligation to defend, indemnify, and hold Court and its agents, officers, and employees harmless is not limited to, or restricted by, any requirement in this Agreement that Contractor procure and maintain a policy of insurance.

14. Insurance

- A. **General Insurance Requirements.** Contractor will obtain and maintain the minimum insurance set forth in subparagraph B, below. By requiring such minimum insurance, Court will not be deemed or construed to have assessed the risks applicable to Contractor. Contractor will assess its own risks, and if it deems appropriate and/or prudent, maintain greater limits and/or broader coverage. For full coverage, each insurance policy shall be written on an "occurrence" form; excepting that insurance for professional liability, when required, may be acceptable on a "claims made" form. If coverage is approved and purchased on a "claims made" basis, Contractor warrants continuation of coverage, either through policy renewals or the purchase of an extended discovery period, for three years from the date of completion of the Work.

B. Minimum Scope & Limits of Coverage.

Contractor will maintain the following coverages:

- 1. Workers' Compensation at statutory requirements of the state of residency.
- 2. Employers' Liability with minimum limits of **\$1,000,000.00** for each accident.
- 3. Commercial General Liability Insurance with minimum limits of **\$1,000,000.00** for each occurrence, Combined Single Bodily Injury and Property Damage and Personal Injury. If coverage is subject to an aggregate limit, that aggregate limit will be twice the occurrence limit.
- 4. Business Automobile Liability Insurance with minimum limits of **\$1,000,000.00** for each occurrence, Combined Single Limit Bodily Injury and Property Damage, including owned and non-owned and hired automobile coverage, as applicable.
- 5. Excess coverage, at the same limits specified for Comprehensive General Liability: Contractual Liability, Independent Contractor, Broadform Property Damage, Personal Injury, Product, and Completed Operation coverage.

- C. **Deductibles and Self-Insured Retentions.** Any deductibles or self-insured retentions must be declared to, and approved by, Court. The deductible and/or self-insured retentions will not limit or apply to Contractor's liability to Court and will be the sole responsibility of Contractor.
- D. **Endorsements; Additional Insureds.**
 The General Liability policy will contain, or be endorsed to contain, the following provisions:
1. Court, its officers, officials, employees and agents will be covered as additional insureds for liability arising out of activities performed by, or on behalf of, Contractor;
 2. To the extent of Contractor's negligence, Contractor's insurance coverage will be primary insurance as respects Court, its officers, officials, employees and agents. Any insurance and/or self-insurance maintained by Court, its officers, officials, employees or agents will not contribute with the insurance, or benefit Contractor in any way;
 3. Contractor's insurance will apply separately to each insured against whom a claim is made and/or lawsuit is brought, except with respect to the limits of the insurer's liability;
 4. Contractor will provide Court certificates of insurance satisfactory to Court, evidencing all required coverages before Contractor begins any Work, and complete copies of each policy upon Court's request;
 5. If at any time, the foregoing policies become unsatisfactory to Court, as to form or substance, or if a company issuing any such policy becomes unsatisfactory to Court, Contractor will, upon Notice from Court, promptly obtain a new policy, and submit the same to Court, with the appropriate certificates and endorsements, for approval;
 6. All of Contractor's policies will be endorsed to provide Notice to Court of cancellation, nonrenewal, and reduction in coverage, within fifteen days, mailed to the Court's representative for Notices named on the Contract Cover Sheet. Such notice will reference the relevant project, and contract number.
- E. **Waiver of subrogation.** Contractor and its insurance carrier waive any and all rights of subrogation against the Judicial Branch Entities. This waiver will be reflected on the Certificate of Insurance, provided by Contractor. If Contractor fails to obtain the appropriate waivers of subrogation, additional insured status, or certificates of insurance from carrier, Contractor will indemnify Court from all costs and liability caused by Contractor's breach.

15. Limitation of Liability

Court will not be liable to Contractor, its officers, employees, Subcontractors, or Third Parties for any indirect, special, or consequential damages, including lost profits or revenue, arising from or relating to this Agreement, regardless whether Court was advised of the possibility of such loss or damage. In no event will Court's liability for direct damages arising from or related to this Agreement, for any cause whatsoever, and regardless of the form of action, whether in contract or in tort, exceed the amounts paid to Contractor by Court under this Agreement.

16. Modification.

No modification or change to this Agreement will be valid without written approval by Court, in the form of an Amendment, including any changes to Exhibit D (Statement of Work).

17. Prohibited Bids for End Product of this Agreement

No person, firm, or subsidiary thereof which has been awarded a consulting services agreement may submit a bid for, or be awarded an agreement for, the provision of services, procurement of Materials or Data, or any other related action which is required, suggested, or otherwise deemed appropriate in the end product of this Agreement. This provision will not apply to any person, firm, or subsidiary thereof, which is awarded a subcontract under this Agreement in an amount no more than ten percent of the total monetary value of this Agreement.

18. Public Contract Code References

References to the Public Contract Code are provided for convenience only. The Public Contract Code does not apply to Court, but is referenced to clarify Contractor's obligations, if specific code sections are cited.

19. Scope of Work; Acceptance

- A. **Scope of Work.** Contractor will perform and complete all Work described in Section IV - Specifications, in compliance with the requirements of this Agreement, and to the satisfaction of Court.
- B. **Acceptance.**
- B.1 All Work provided by Contractor under this Agreement is subject to written acknowledgement and acceptance by Court's Project Manager. The Court's Project Manager will apply the acceptance criteria set forth in the Specifications, (including timeliness, completeness, technical accuracy and conformance to statistical, industry or marketplace standards) to determine acceptance or non-acceptance of the Work..

- B.2 Project Manager shall use the Acceptance and Sign-off Form to notify the Contractor of acceptance or non-acceptance.
- B.3 If the Work is not acceptable, Project Manager shall detail its failure to meet the acceptance criteria. Contractor shall have ten business days from receipt of Acceptance and Sign-Off Form to correct the failure(s) to conform to the acceptance criteria. Contractor will re-submit the Work and the Project Manager shall re-apply the acceptance criteria to determine its acceptance or non-acceptance. Thereafter, the parties shall repeat the process set forth in this Section 18 until Contractor's receipt of Court's written acceptance of such corrected Work; provided, however, that if Court rejects any Work on at least two (2) occasions, Court may terminate that portion of this Agreement which relates to the rejected Work at no expense to Court.
- C. **Prior Work.** Prior work, performed by Contractor pursuant to Court's authorization, but before execution of this Agreement, will be considered as having been performed subject to the provisions of this Agreement.
- D. **Non-Exclusivity.** This is a non-exclusive agreement. Court reserves the right to perform, or have others perform the Work of this Agreement. Court reserves the right to bid the Work to others or procure the Work by other means.

20. Standard of Performance; Warranties

- A. **Standard of Performance.** Contractor will perform all Work with the requisite skill and diligence consistent with professional standards for the industry and type of work performed under the Agreement, and pursuant to the governing rules and regulations of the industry. Contractor understands that Court relies on the accuracy, competence, and completeness of Contractor's services.
- B. **Warranties.**
 - B.1 Contractor warrants and represents that the Work and all Deliverables furnished will conform to the requirements of this Agreement and such Work and Deliverables will be merchantable, fit for their intended purposes, free from all defects in materials and workmanship, and, to the extent not manufactured pursuant to detailed designs furnished by Court, free from defects in design. Court's approval of designs or specifications furnished by Contractor will not relieve Contractor of its obligations under this warranty.
 - B.2 Non-Infringement. Contractor represents and warrants to Court that it is and will be either own, or be authorized to use for its own and the Court's benefit, all intellectual property rights used and to be used in connection with providing and/or performing the Work.
 - B.3 All warranties will inure to Court, its successors, assigns, customer agencies, and users of the Work provided hereunder.
 - B.4 Unless otherwise specified, the warranties set forth in this Section 19 commence after Work has been approved and accepted by Court.
- C. **Personnel Requirements.**
 - C.1 Contractor will use adequate numbers of qualified individuals with suitable training, education, experience, and skill to perform the Work. For continuity, Contractor will endeavor to retain the same individuals during the performance of Work.
 - C.2 Court reserves the right to disapprove Contractor's personnel, if dissatisfied with their performance. Upon receipt of such Notice, Contractor will immediately assign replacement personnel, with equivalent or greater experience and skills, who are acceptable to the Project Manager.
 - C.3 Contractor will be responsible for all costs associated with replacing personnel, including additional costs to familiarize replacement personnel with the Work. If Contractor does not promptly furnish replacement personnel acceptable to the Project Manager, Court may terminate this Agreement for cause.
- D. **Background Checks.** For Contractor's employees, Subcontractors, or agents performing work, and with access to Court's systems (on-site or remotely) in the performance of their Work under this Agreement, Court will have the right, but not the obligation, to request or conduct a background check, before granting access to Court's premises or systems or at any other time. Contractor will cooperate with Court in performing any background checks, will provide prompt Notice to Court of (i) any person refusing to undergo such background check, and will immediately remove such person from the project, and (ii) the results of any background check as requested by Court. Contractor will obtain all releases, waivers, or permissions required for the release of such information to Court. Any additional costs will be borne by Contractor.

21. Survival.

Terms that will survive termination or expiration of this Agreement include, but are not limited to: Assignment, Audit Rights and Retention of Records, Confidentiality, Indemnification, Limitation of Liability, Warranties .

22. Termination

- A. **Termination for Cause.** Court may terminate this Agreement, in whole or in part, and be relieved of any payments, if Contractor fails to perform the requirements of this Agreement at the time and in the manner agreed. Court may proceed with the Work in any manner deemed proper. All costs to Court arising from

Contractor's default, including costs to complete or correct the Work, will be deducted from any sum due Contractor. Contractor will not be entitled to recover overhead or profit on the uncompleted portions of the Work.

B. Termination for Convenience.

B.1 Court may terminate this Agreement, in whole or in part, at any time and for any reason, upon at least ten days Notice to Contractor. Upon receipt of the termination Notice, Contractor will promptly discontinue Work as specified in the Notice.

B.2 If Court terminates all or part of this Agreement other than for cause, the Court will pay Contractor for the Work satisfactorily performed prior to the termination. Contractor will not recover overhead or profit on the uncompleted portions of the Work.

C. Termination due to Fund Appropriation and Availability.

C.1 Court's obligations under this Agreement are subject to the availability of funds authorized for this Work. Expected or actual funding may be withdrawn, reduced, or limited prior to the expiration or other termination of this Agreement. Funding beyond the current Appropriation Year is conditioned upon appropriation of sufficient funds to support the activities described in this Agreement.

C.2 Upon Notice, Court may terminate this Agreement in whole or in part, without prejudice to any right or remedy of Court, for lack of appropriation of funds. Upon termination, Court will pay Contractor for the fair value of Work satisfactorily performed prior to the termination, not to exceed the total Agreement amount.

D. Effect of Termination.

D.1 Upon any expiration or termination, Court will have the right to take possession of any materials, equipment, Deliverables, and other Work including partially completed Work. Contractor will immediately assign to Court all of Contractor's right, title, and interest in and to such Work and related materials and work product, and any and all intellectual property rights.

D.2 Upon termination of any kind, Court may withhold from payment any sum that Court determines to be owed to Court by Contractor, or necessary to protect Court against loss due to outstanding liens or claims of former lien holders.

23. Time is of the Essence. Time of performance is of the essence in the performance of services by Contractor under this Agreement.

24. Waiver; Severability

A. **Waiver of Rights.** Court's action, inaction, or failure to enforce any right or provision of this Agreement is not a waiver of its rights, and will not prevent Court from enforcing such rights on any future occasion.

B. **Severability.** The provisions of this Agreement will be effective in all cases, unless otherwise prohibited by applicable state or federal law. The provisions of this Agreement are separate and severable. The invalidity of any sentence, paragraph, provision, section, or portion of this Agreement will not affect the validity of the remainder of this Agreement.

25. Entire Agreement

A. Headings or captions to the provisions of this Agreement are solely for the convenience of the parties, are not part of this Agreement, and will not be used to interpret or determine the validity of this Agreement.

B. This Agreement was negotiated between the parties, and neither party "prepared" this Agreement for purposes of California Civil Code §1654. Any ambiguity will not be construed against the drafter, but rather the terms and provisions will be given a reasonable interpretation.

C. This Agreement constitutes the entire and final understanding of the parties regarding this matter, and supersedes and terminates any and all prior or contemporaneous negotiations, representations, understandings, discussions, offers, proposals, or agreements between the parties, whether written or oral, express or implied, relating in any way to the this matter.

**Painting of Plaster Ceilings in Existing Facilities for
Marin County Superior Court**

-

Courts Floor

**Hall of Justice, Marin County Civic Center
San Rafael, CA**

SPECIFICATIONS

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None Required

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None Required

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None Required

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None Required

Section 01005
ADMINISTRATIVE PROVISIONS

PART 1 GENERAL

1.01 REQUIREMENTS INCLUDED

- A. Title of Work, and Type of Contract.
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1.02 WORK COVERED BY CONTRACT DOCUMENTS

- A. Work of this Contract comprises painting of acoustical plaster ceilings and related surfaces designated to painted in Section 09900 of these specifications, all situated within the facilities operated and occupied by the Marin Superior Court on the Courts Floor of the Hall of Justice at the Marin County Civic Center.
- B. Specifically EXCLUDED from the work of this Contract are the following:
 - 1. Painting of unpainted acoustical plaster ceilings not designated to be painted.
 - 2. Painting within areas of the Municipal Court Clerk's office, otherwise known as Room C-10 or the adjacent "Phone Room", all generally situated southwards from Column Line 47.
 - 3. Painting within courtrooms.
 - 4. In the Restricted Corridor, no painting of ceiling areas situated south of Column Line 49 (acoustical tile) or north of Column Line 80 (integrally colored interior stucco plaster).
 - 5. No painting is to be performed within enclosed stairwells which pass through the Courts Floor areas and which are separated there from by doors.
 - 6. No painting is to be performed within the various Holding Cells located throughout the Courts Floor.

7. No moving of heavy items of Owner's furniture and office equipment, such as desks, file cabinets, IT equipment, copiers, etc. weighing in excess of 150 pounds each is anticipated as necessary to provide access to ceilings that are to be painted. Any such unavoidable moving will be accomplished by Owner.

1.03 CONTRACT METHOD

- A. Complete the Work under a single lump sum contract.

1.04 CONTRACTOR USE OF PREMISES

- A. Contractor shall limit all work activities and use of premises so as not to interfere with or disrupt Owner's occupancy and public access. All painting work, as well as any other associated activities producing noise levels greater than those of normal office activities, shall be performed only between the hours of 8:00 A.M. and 5:00 P.M. on Saturdays and Sundays. Exceptions to this restriction would be limited to any such unique activities which, by their nature can be demonstrated to the owner's representative to be absolutely, unavoidably performed during normal business hours, and any such exceptions, subject to prior approval by Owner's representative and scheduled sufficiently in advance for Owner to coordinate its operations around such disruptive activities. Contractor shall include as part of his Bid the costs associated in scheduling work in accordance with the limitations set forth in this subparagraph.
- B. Whenever this Contractor shall perform work during such non-business hours or on a legal holiday, he shall give notice to the Engineer of such intention 24 hours prior to performing such work, or such longer period as may be specified, so that the County may make appropriate arrangements.
- C. Limit work, preparation, storage of materials, equipment accessories and access routes to those areas designated by Owner. Adequate space will be provided for Contractor's purposes in the storage of material and equipment.
- D. Delivery to the project site of large or cumbersome materials or equipment may be accomplished via the Hall of Justice loading dock and service elevator or via the doors along the west balcony of the Courts Floor of the Hall of Justice. Arrangements shall be made with the Capital Projects Division of the Department of Public Works. Protect all landscaping and building elements from damage as elsewhere required in these Contract Documents. An elevator key will be issued to the Contractor for the duration of the Project, which shall be signed for, kept in the possession of the Contractor or his superintendent at all times, and returned upon completion of the work.
- E. Coordinate use of premises under direction of Owner.
- F. The Contractor is cautioned to provide for the security of any stored property. The County will accept no responsibility for damage or loss due to vandalism, theft or any other cause.

1.05 OWNER OCCUPANCY AND SEQUENCING OF WORK

- A. Owner will occupy and conduct its normal operations in all areas during entire period of construction. Cooperate with Owner to avoid conflicts and to facilitate Owner's ongoing operations. Owner will vacate various areas progressively, so as to facilitate Contractor's activities in fulfillment of this Contract. Sequencing of Owner's vacating the various areas so that work may be accomplished progressively without suspension by Contractor of his operations will be established by joint effort by and between Contractor and Owner.

1.06 POSTING OF MATERIALS INFORMATION

- A. All materials utilized in the construction process or incorporated into the project shall have information posted on the premises where the Contractor's operations are conducted in performing the Work of this project.
- B. Manufacturer's Safety Data Sheets shall be posted in accordance with OSHA's "Hazard Communication Standard", in a manner so as to be clearly visible to persons passing by the project sites.

1.07 OWNER-FURNISHED PRODUCTS

- A. (None)

1.08 CLOSING OF PUBLIC THOROUGHFARES

- A. Schedule activities so as not to interfere with use of pedestrian or automobile traffic. Obtain approval and direction from the Department of Public Works for temporary closures for the necessary execution of the Work. Provide barriers and safety devices as may be required by the Department of Public Works.

1.09 COORDINATION

- A. General provisions of the Contract, including General Conditions and this Division 1, apply to Work of all Sections.
- B. The entire Work comprising this project, as set forth herein and under Section 09900 shall be considered required under the Base Bid.
- C. Coordinate work to assure efficient and orderly sequence of surface preparation and painting of building elements. Give ample consideration to Owner's needs to store furnishings and other fragile belongings in the centers of rooms which are to be painted, and provide protection and safeguard against any damage or loss of Owner's property.

1.10 REFERENCE STANDARDS

- A. For products specified by association or trade standards, comply with requirements of the standard, except when more rigid requirements are specified or are required by applicable codes. The date of the standard in effect is that as of the Bid date, except when a specific date is specified.
- B. Obtain copies of standards when required by Contract Documents. Maintain copy at job site during progress of the specific work.
- C. In the event that referenced specifications or standards contain general requirements in conflict with the General Conditions or individual Sections of the Specifications, the provisions of the Contract Documents shall govern.
- D. If conflicts exist between regulations, manufacturer's specifications, codes, these Specifications, and governing agencies, the most restrictive shall apply. Nothing in these Specifications is to be construed to permit work not conforming to code.
- E. Where not otherwise covered by specific direction, reference or instruction, the Work shall be governed by the best trade practices.
- F. All work shall be performed in strict accord with the latest applicable codes and regulations, including, but not necessarily limited to:
 - 1. Cities and County of Marin, and California Fire Marshals.
 - 2. California Occupational Safety and Health Act (CAL/OSHA).
 - 3. California Building Code (CBC), being part of the California Building Standards Code, Title 24 of the California Administrative Code
 - 4. Safety Orders of the California State Division of Industrial Safety.
 - 5. National Board of Fire Underwriters (NBFU).
 - 6. National Fire Protection Association (NFPA).
 - 7. Underwriters' Laboratories, Inc. (UL).
 - 8. ADA Accessibility Guidelines (ADAAG)
 - 9. Cities and County of Marin Building Ordinances.

PART 2 PRODUCTS

Not Used

PART 3 EXECUTION

Not Used

END OF SECTION 01005

Section 01090
REFERENCE STANDARDS

PART 1 GENERAL

1.01 REQUIREMENTS INCLUDED

- A. Applicability of Reference Standards.
- B. Provision of Reference Standards at site.
- C. Acronyms used in Contract Documents for Reference Standards. Source of Reference Standards.

1.02 RELATED REQUIREMENTS

- A. General Conditions: Reference Standards.

1.03 QUALITY ASSURANCE

- A. For products or workmanship specified by association, trade, or Federal Standards, comply with requirements of the standard, except when more rigid requirements are specified or are required by applicable codes.
- B. The date of the standard is that in effect as of the bid date, or date of Owner-Contractor Agreement when there are no bids, except when a specific date is specified.
- C. When required by individual Specifications section, obtain copy of standard. Maintain copy at job site during submittals, planning, and progress of the specific work, until Substantial Completion.

1.04 SCHEDULE OF REFERENCES

AGC Associated General Contractors of America
 1957 E Street, N.W.
 Washington, DC 20006

AISI American Iron and Steel Institute
 1000 16th Street, N.W.
 Washington, DC 20036

ANSI American National Standards Institute
 1430 Broadway
 New York, NY 10018

ASME American Society of Mechanical Engineers

345 East 47th Street
New York, NY 10017

- ASTM American Society for Testing and Materials
1916 Race Street
Philadelphia, PA 19103
- FS Federal Specification
General Services Administration -
Specifications and Consumer Information
Distribution Section (WFSIS)
Washington Navy Yard, Bldg. 197
Washington, DC 20407
- IAPMO International Association of Plumbing and
Mechanical Officials
5032 Alhambra Avenue
Los Angeles, CA 90032
- ICBO International Conference of Building Officials
(UBC)
5360 South Workman Mill Road
Whittier, CA 90601
- IEEE Institute of Electrical and Electronics Engineers
345 East 47th Street
New York, NY 10017
- NEMA National Electrical Manufacturers' Association
2101 L Street, N.W.
Washington, DC 20037
- NFPA National Fire Protection Association
Battery March Park
Quincy, MA 02269
- PDCA Painting & Decorating Contractors of America
1801 Park 270 Drive, Ste 220
St. Louis, MO 63146
- SMACNA Sheet Metal and Air Conditioning Contractors'
National Association
8224 Old Court House Road
Vienna, VA 22180
- UL Underwriters' Laboratories, Inc.
333 Pfingston Road

Northbrook, IL 60062

WI Woodwork Institute
PO Box 980247
West Sacramento,, CA 95798

PART 2 PRODUCTS

Not Used

PART 3 EXECUTION

Not Used

END OF SECTION 01090

Section 01200
PROJECT MEETINGS

PART 1 GENERAL

1.01 REQUIREMENTS INCLUDED

- A. Contractor participation in preconstruction conference.
- B. Contractor administration of progress meetings.

1.02 RELATED REQUIREMENTS

- A. Instructions to Bidders: Pre-Bid Conference.
- B. Section 01005 - Administrative Provisions: Coordination of Work.
- C. Section 01300 - Submittals: Progress Schedules.
- D. Section 01300 - Submittals: Shop drawings, product data, and samples.
- E. Section 01400 - Quality Control.
- F. Section 01700 - Contract Closeout: Project record documents.

1.03 PRECONSTRUCTION CONFERENCE

- A. Owner will schedule conference within 15 days after notice of award.
- B. Attendance: Owner, Architect, and Contractor.
- C. Agenda:
 - 1. Submittal of executed bonds and insurance certificates.
 - 2. Execution of Owner-Contractor Agreement.
 - 3. Distribution of Contract Documents.
 - 4. Submittal of list of products, schedule of values, and progress schedule.
 - 5. Designation of responsible personnel.
 - 6. Procedures and processing of field decisions, submittals, substitutions, applications for payments, proposal requests, change orders, and Contract closeout procedures.
 - 7. Scheduling.

- D. Owner will administer site mobilization conference at Project Site for clarification of Owner and Contractor responsibilities in use of site and for review of administrative procedures.

1.04 PROGRESS MEETINGS

- A. Schedule and administer project meetings throughout progress of Work at approximately weekly intervals.
- B. Prepare agenda, preside at meetings, record minutes, and distribute copies within two days to Architect, participants, and those affected by decisions made at meetings.
- C. Attendance: Job superintendent, major subcontractors and suppliers, Owner and Architect, as may be appropriate to agenda topics for each meeting.
- D. Suggested Agenda: Review of Work progress, status of progress schedule and adjustments thereto, delivery of schedules, submittals, maintenance of quality standards pending changes and substitutions, and other items affecting the progress of Work.

PART 2 PRODUCTS

Not Used

PART 3 EXECUTION

Not Used

END OF SECTION 01200

Section 01300 SUBMITTALS

PART 1 GENERAL

1.01 REQUIREMENTS INCLUDED

- A. Procedures.
- B. Construction Progress Schedules.
- C. Schedule of Values.
- D. Shop Drawings.
- E. Product Data.
- F. Samples.
- G. Manufacturer's Instructions and Certificates.

1.02 RELATED REQUIREMENTS

- A. Section 01005 - Administrative Provisions: Article 1.09, Coordination.
- B. Section 01600 - Material and Equipment: Contractor's list of Products.
- C. Section 01700 - Contract Closeout: Closeout materials delivery.

1.03 PROCEDURES

- A. Deliver submittals to Architect via the Superior Court of California, County of Marin, executive officer's office at the address listed in *Notice to Contractors*.
- B. Transmit each item under Architect-accepted form. Identify Project, Contractor, subcontractor, major supplier; identify pertinent Drawing sheet and detail number and/or Specification Section number, as appropriate. Identify deviations from Contract Documents. Provide space for Contractor and Architect review stamps.
- C. Submit initial progress schedules and schedule of values in duplicate within 15 days after date of Owner-Contractor Agreement. After review by Architect, revise and resubmit as required. Submit revised schedules with each Application for Payment, reflecting changes since previous submittal.
- D. Comply with progress schedule for submittals related to Work progress. Coordinate submittal of related items.
- E. After Architect review of submittal, revise and resubmit as required, identifying

changes made since previous submittal.

- F. Distribute copies of reviewed submittals to concerned persons. Instruct recipients to promptly report any inability to comply with provisions.

1.04 CONSTRUCTION PROGRESS SCHEDULES

- A. Submit horizontal bar chart with separate bar for each major operation, identifying first work day of each week.
- B. Show complete sequence of construction by activity, identifying work of separate stages and other logically grouped activities. Show projected percentage of completion for each item of Work as of time of each Application for Progress Payment.
- C. Show submittal dates required for shop drawings, product data, and samples and product delivery dates, including those furnished by Owner as well as any covered under any Allowance.

1.05 SCHEDULE OF VALUES

- A. Submit typed schedule on AIA Form G703 or an approved equivalent form
- B. Format: Follow Table of Contents of these specifications to identify each line item with number and title of the major Specification Sections.
- C. Include in each line item a directly proportional amount of Contractor's overhead and profit attributable to such line item of work.
- D. Revise schedule to list change orders, for each application for payment.

1.06 PRODUCT DATA

- A. Mark each copy to identify applicable products, models, options, and other data; supplement manufacturers' standard data to provide information unique to the Work.
- B. Submit the number of copies that Contractor requires, plus two copies which will be retained by Architect for him and Owner.

1.07 MANUFACTURER'S INSTRUCTIONS

- A. When required in individual Specification Section, submit manufacturer's printed instructions for delivery, storage, assembly, installation, adjusting, and finishing, in quantities specified for product data.

1.08 SAMPLES

- A. Submit samples for verification of finishes within 30 days after date of Contract.
- B. Include identification on each sample, giving full information.
- C. Submit samples in a quantity that is three more than the Contractor requires returned to him for his purposes. One sample will be retained for the Architect; one for the Department of Public Works; and one of the Courts Administrator.

PART 2 PRODUCTS

Not Used

PART 3 EXECUTION

Not Used

END OF SECTION 01300

Section 01400
QUALITY CONTROL

PART 1 GENERAL

1.01 REQUIREMENTS INCLUDED

- A. General Quality Control.
- B. Workmanship.
- C. Manufacturer's Instructions.

1.02 RELATED REQUIREMENTS

- A. Section 01005 - Administrative Provisions: Article 1.09, Coordination.
- B. Section 01090 - Reference Standards: Applicability of specified reference standards.
- C. Section 01300 - Submittals: Submittal of Manufacturer's Instructions.

1.03 QUALITY CONTROL, GENERAL

- A. Maintain quality control over suppliers, manufacturers, products, services, site conditions, and workmanship, to produce work of specified quality.

1.04 WORKMANSHIP

- A. Comply with industry standards except when more restrictive tolerances or specified requirements indicate more rigid standards or more precise workmanship.
- B. Perform work by persons qualified to produce workmanship of specified quality.
- C. Secure products in place with positive anchorage devices designed and sized to withstand stresses, vibration, and racking.

1.05 MANUFACTURERS' INSTRUCTIONS

- A. Comply with instructions in full detail, including each step in sequence. Should instructions conflict with Contract Documents, request clarification from Architect before proceeding.

1.06 MANUFACTURERS' CERTIFICATES

- A. When required by individual Specifications Section, submit manufacturer's certificate, in duplicate, that products meet or exceed specified requirements.

1.07 TESTING LABORATORY SERVICES

- A. Owner reserves the right to employ and pay for services of an Independent Testing Laboratory to perform inspections, tests, and other services required by individual Specification Sections or as Owner may elect for reasons of its own.
- B. Services shall be performed in accordance with requirements of governing authorities and with specific standards.
- C. Submit duplicate reports to Architect giving observations and results of tests, indicating compliance or non-compliance with standards or Contract Documents.
- D. Cooperate with Testing Laboratory personnel.

PART 2 PRODUCTS

Not Used

PART 3 EXECUTION

Not Used

END OF SECTION 01400

Section 01500
CONSTRUCTION FACILITIES AND TEMPORARY CONTROLS

PART 1 GENERAL

1.01 REQUIREMENTS INCLUDED

- A. Electricity, Lighting.
- B. Heat, Ventilation.
- C. Telephone Service.
- D. Water.
- E. Sanitary Facilities.
- F. Barriers.
- G. Protection of Installed Work.
- H. Noise Control.
- I. Cleaning During Construction.
- J. Dust and debris control.

1.02 RELATED REQUIREMENTS

- A. Section 01005 - Administrative Provisions: Contractor use of premises and Article 1.09, Coordination.
- B. Section 01700 - Contract Closeout: Final cleaning.

1.03 ELECTRICITY, LIGHTING

- A. Connect to existing service. Use construction-type power cords. Provide temporary lighting for construction operations. Owner will pay costs of electricity used.

1.04 HEAT, VENTILATION

- A. Coordinate use of existing facilities with Owner; extend and supplement with temporary units as required to maintain specified conditions for construction operations, to protect materials and finishes from damage due to temperature or humidity. Owner will pay costs of energy used.

- B. Provide ventilation of enclosed areas to cure materials, disperse humidity, and prevent accumulations of dust, fumes, vapors, or gases.

1.05 TELEPHONE SERVICE

- A. Public telephones are available for Contractor's use.

1.06 WATER

- A. Connect to existing facilities; extend branch piping with outlets located so that water is available by use of hoses. Owner will pay for water used.

1.07 SANITARY FACILITIES

- A. Designated existing facilities may be used during construction operations; maintain in sanitary condition.

1.08 BARRIERS

- A. Provide as required to prevent public entry to construction areas to provide for Owner's use of site, and to protect existing facilities and adjacent properties from damage from construction operations.

1.09 PROTECTION OF INSTALLED WORK

- A. Provide temporary protection for installed products. Control traffic in immediate area to minimize damage.
- B. Provide protective coverings at walls, projections, jambs, sills, and soffits of openings. Protect finished floors, carpet, and stairs from traffic, movement of heavy objects, and storage.

1.10 PROTECTION OF EXISTING BUILDING AND CONTENTS

- A. Take proper precaution to prevent damage to the existing building. Protect portions of the buildings along access routes during delivery of materials using wood, padding and clean tarpaulins to prevent chipping, marring, gouging, soiling, staining or other damage.
- B. Within project area, carefully position existing window drapery sections and drapery hardware cords, etc. away from wall surfaces to be painted and wrap or otherwise protect from any soiling, dust deposits, or other damage as results of work performed under this Contract.
- C. Review access routes for delivery of materials, ladders, scaffolding, and other painting equipment with Owner and submit protection measures for Owner's review prior to delivery. Approval of proposed methods shall not relieve

Contractor of full responsibility to repair perfectly, at no cost to Owner, all damage caused by his activities to the satisfaction of the Architect and in accordance with his instructions.

- D. Take precaution to evenly distribute materials stored within the building, prior to installation into the Work, so the floor is not subjected to loading in excess of fifty (50) pounds per square foot of floor area, except for slab-on grade locations, where loading may be greater.

1.11 CLEANING DURING CONSTRUCTION

- A. Control accumulation of waste materials and rubbish; dispose of off-site.
- B. Clean interior areas prior to start of finish work, maintain areas free of dust and other contaminants during finishing operations.
- C. At the conclusion of each day's work, all loose material and equipment shall be stored as hereinafter provided, and all debris shall be cleaned up and removed from the Site.
- D. In consideration that the Work shall be performed in an occupied facility, the Contractor shall exercise strict cleanliness control whenever engaged in sanding, scraping or similar dust producing work. Excessively drifting dust or tracking of dust within the building will not be permitted.
- E. The building and grounds shall be kept clean at all times. After completion of the Contract and before receiving the final payment, the Contractor shall have all parts of the site cleaned wherever such cleaning is needed as a result of work performed on the Project.
- F. Upon final acceptance of the Work, all tools, containers and equipment, and all rubbish and debris resulting therefrom, shall have been removed from the premises. All defects and blemishes shall have been touched up and all finger marks removed. The entire area where the Work was performed shall be left perfectly clean with respect thereto.

1.12 DUST AND DEBRIS CONTROL

- A. Be responsible for dust and debris control during entire contract period. Maintain reasonably dust free condition in access route areas as well as within enclosed areas.

1.13 REMOVAL

- A. Remove temporary materials, equipment, services, and construction prior to Substantial Completion inspection.

- B. Clean and repair damage caused by installation or use of temporary facilities. Restore facilities used during construction as specified or to their original condition.

1.14 NOISE CONTROL

- A. Owner will occupy premises during entire period of construction. To facilitate their work, limit any noise activities to the following:
 - 1. Over weekends, between 8:00 A.M. Saturday and 5:00 p.m. Sunday.
- B. All Contractor's employees shall conduct themselves in a quiet and considerate manner. No radios or boisterous activity will be permitted, and all unnecessary noise shall be kept to a minimum.

1.15 OBSTRUCTIONS

- A. No material or other obstruction shall be placed within fifteen (15) feet of fire hydrants, which must be at all times readily accessible to the Fire Department.
- B. The Contractor shall observe all ordinances and laws in relation to the obstruction of streets, sidewalks and driveways, as well as in keeping open all exit corridors and passageways and so as to ensure emergency egress and public safety.

1.16 FIRE CONTROL

- A. No open fires will be permitted on the Site.
- B. Approved and sufficient fire extinguishing equipment must be provided at each location of the Work whenever volatile materials or solvents are used or sanding or other fire hazardous operations are employed.

PART 2 PRODUCTS

Not Used

PART 3 EXECUTION

Not Used

END OF SECTION 01500

Section 01600
MATERIAL AND EQUIPMENT

PART 1 GENERAL

1.01 REQUIREMENTS INCLUDED

- A. Products.
- B. Transportation and Handling.
- C. Storage and Protection.
- D. Product Options.
- E. Products List.
- F. Substitutions.

1.02 RELATED REQUIREMENTS

- A. Section 01005 - Administrative Provisions: Reference standards and Article 1.09, Coordination.
- B. Section 01400 - Quality Control: Submittal of manufacturers' certificates.

1.03 PRODUCTS

- A. Products include material, equipment, and systems.
- B. Comply with Specifications and referenced standards as minimum requirements.
- C. Components required to be supplied in quantity within a Specification section shall be the same, and shall be interchangeable.

1.04 TRANSPORTATION AND HANDLING

- A. Transport products by methods to avoid product damage; deliver in dry, undamaged condition in manufacturer's unopened containers or packaging.
- B. Provide equipment and personnel to handle products by methods to prevent soiling or damage.
- C. Promptly inspect shipments to assure that products comply with requirements, quantities are correct, and products are undamaged.

1.05 STORAGE AND PROTECTION

- A. Store products in accordance with manufacturer's instructions, with seals and labels intact and legible. Store sensitive products in weather-tight enclosures; maintain within temperature and humidity ranges recommended by manufacturer.
- B. Arrange storage to provide access for inspection. Periodically inspect to assure products are undamaged, and are maintained under required conditions.

1.06 PRODUCT OPTIONS

- A. Products Specified by Reference Standards or by Description Only: Any product meeting those standards.
- B. Products Specified by Naming One or More Manufacturers with a Provision for Substitutions: Submit a request for substitution for any manufacturer not specifically named.
- C. Products Specified by Naming Several Manufacturers: Any one of the named manufactures.
- D. Products of Named Manufacturers Meeting Specifications: No options, no substitutions allowed.
- E. Products Specified by Naming Only One Manufacturer: No options, no substitutions allowed.

1.07 PRODUCTS LIST

- A. Within 15 days after date of Owner-Contractor Agreement, submit complete list of major products proposed for use, with name of manufacturer, trade name, and model number of each product.

1.08 LIMITATIONS ON SUBSTITUTIONS

- A. Document each request with complete data substantiating compliance of proposed substitution with Contract Documents.
- B. Request constitutes a representation that Contractor:
 - 1. Has investigated proposed product and determined that it meets or exceeds, in all respects, specified product.
 - 2. Will provide the same warranty for substitution as for specified product.
 - 3. Will coordinate installation and make other changes which may be required for Work to be complete in all respects.
 - 4. Waives claims for additional costs that may subsequently become attributable to the procurement of the product or material.

- C. Substitutions will not be considered when they are indicated or implied on shop drawing or product data submittals without separate written request, or when acceptance will require substantial revision of Contract Documents.
- D. Owner will determine acceptability of proposed substitution, and will notify Contractor of acceptance or rejection in writing within a reasonable time.
- E. Only one request for substitution will be considered for each product. When substitution is not accepted, provide specified product.

PART 2 PRODUCTS

Not Used

PART 3 EXECUTION

Not Used

END OF SECTION 01600

Section 01700
CONTRACT CLOSEOUT

PART 1 GENERAL

1.01 REQUIREMENTS INCLUDED

- A. Closeout Procedures.
- B. Final Cleaning.
- C. Project Record Documents.
- D. Operation and Maintenance Data.
- E. Warranties and Bonds.
- F. Spare Parts and Maintenance Materials.

1.02 RELATED REQUIREMENTS

- A. Section 01500 - Construction Facilities and Temporary Controls: Cleaning during construction.

1.03 CLOSEOUT PROCEDURES

- A. Comply with procedures stated in General Conditions of the Contract for issuance of Certificate of Substantial Completion.
- B. Owner will progressively reoccupy completed portions of Project for the purpose of conduct of business, in advance of issuance of a Certificate of Substantial Completion. Prior to such re-occupancy, an inspection shall be conducted jointly by the Owner and/or Architect and the Contractor, and any deficient aspects shall be identified for correction on a "Punch List" prepared for the area in question. Prior of after Owner's re-occupancy of such areas, the Contractor shall remedy any deficient conditions to the satisfaction of the Owner, and final payment shall be made only after all such identified conditions are rectified.
- C. When Contractor considers Work has reached final completion, submit written certification that Contract Documents have been reviewed, Work has been inspected, and that Work is complete in accordance with Contract Documents and ready for Architect's inspection.
- D. In addition to submittals required by the conditions of the Contract, submit a final statement of accounting giving total adjusted Contract Sum, previous payments, and sum remaining due.

1.04 FINAL CLEANING

- A. Execute for each area prior to inspection and re-occupancy by Owner.
- B. Clean interior and exterior surfaces exposed to view; remove temporary labels, stains and foreign substances polish transparent and glossy surfaces.
- C. Where drapery has been wrapped and hardware protected, remove protection and position drapery units in normal, open positions and reinstall any removed hardware. Ensure drapery is dust-free.
- D. Clean project area; damp mop non-carpeted floors to dust free condition.
- E. Remove waste and surplus materials, rubbish, and construction facilities from the Project areas and from the site.

1.05 PROJECT RECORD DOCUMENTS

- A. At Contract closeout, submit any required documents with transmittal letter containing date, Project title, Contractor's name and address, list of documents, and signature of Contractor.

1.06 WARRANTIES AND BONDS

- A. Provide duplicate, notarized copies. Execute Contractor's submittals and assemble documents executed by subcontractors, suppliers, and manufacturers. Provide table of contents and assemble in binder with durable plastic cover.
- B. Submit material prior to final application for payment. For equipment put into use with Owner's permission during construction, submit within 10 days after first operation. For items of Work delayed materially beyond Date of Substantial Completion, provide updated submittal within ten days after acceptance, listing date of acceptance as start of warranty period.

PART 2 PRODUCTS

Not Used

PART 3 EXECUTION

Not Used

END OF SECTION 01700

Section 09900
PAINING

PART 1 GENERAL

1.01 GENERAL PROVISIONS

- A. The General Conditions and Division 1, General Requirements, apply to the work under this Section.

1.02 SECTION INCLUDES

- A. Surface preparation, including repair of superficial blemishes and imperfections.
- B. Removal and replacement of any dried, hardened, loose or cracked caulking in existing provisions at junctions of dissimilar materials or to accommodate expansion or movement.
- C. Application of base and finish coats on acoustical plaster ceiling surfaces, consisting of areas of which have a sprayed plaster finish coat as well as other areas which have a troweled plaster finish, as listed in Schedule at the end of this Section.
- D. Painting of previously painted ceiling mounted items, such as air diffusers or registers, access doors, etc.
- E. Protection of light fixtures, other installed items, adjacent surfaces and clean-up.

1.03 WORK NOT INCLUDED

- A. Painting of unpainted acoustical plaster ceilings not designated to be painted.
- B. Painting of ceiling areas located within the Municipal Court Clerk's office, otherwise known as Room C-10, or of the ceilings located within the adjacent "Phone Room".
- C. Painting within courtrooms.
- D. No painting within enclosed stairwells which pass through the Courts Floor and which are separated from the space of the Courts Floor by doors.
- E. No painting is to be performed within the various Holding Cells located throughout the Courts Floor.
- F. In the Restricted Corridor, no painting of ceiling areas situated south of Column Line 49 (acoustical tile) or north of Column Line 80 (integrally colored interior stucco plaster).

- G. No refinishing of wall surfaces, door frames, wood doors, architectural woodwork, cabinets, paneling, or other existing building components that are not ceilings or ceiling-related bulkhead surfaces that are designated in the Schedule to be painted is to be included as part of this Contract.
- H. No moving of heavy items of Owner's furniture and office equipment, such as desks, file cabinets, IT equipment, copiers, etc. weighing in excess of 150 pounds apiece, as necessary to provide access to surfaces that are to be repainted. Such moving will be accomplished by Owner.
- I. No removal or replacement of surface, "wrap around" style glass and plastic light diffusers or lenses shall be required by Contractor. All such removal and replacement shall be accomplished by the Owner's forces.

1.04 RELATED SECTIONS

- A. Section 01005 - Administrative Provisions, Article 1.09, Coordination.
- B. Section 01700 – Contract Closeout, Article 1.04, Final Cleaning.

1.05 REFERENCES

- A. ANSI/ASTM D16 - Definitions of Terms Relating to Paint, Varnish, Lacquer, and Related Products.
- B. PDCA - Painting and Decorating Contractors Association.

1.06 DEFINITIONS

- A. Conform to ANSI/ASTM D16 for terms used in this Section.

1.07 QUALITY ASSURANCE

- A. Single Source Manufacturer: Provide primers and undercoat paint produced by the same manufacturer as the finish coat. Each manufacturer must be an established in the industry of manufacturing quality paint or finish products for at least ten years.
- B. Applicator: Company specializing in commercial painting and finishing with five years documented experience.
- C. Quality of Materials: Provide the manufacturer's best quality trade sale paint material of the various coating types specified. Paint material containers not displaying manufacturer's product identification will not be acceptable.
- D. Proprietary names used to designate colors or materials are not intended to imply that products named are required to the extent of excluding the use of equal products of other manufacturers.

- E. Field Samples: On ceiling surfaces and other components, duplicate finishes of approved samples. Provide full-coat finish samples on at least 100 sq. ft. of surface until required sheen, color and texture are obtained.
1. Final acceptance of colors will be from job-applied samples.
 2. Architect will select one room or surface to represent surfaces and conditions for each type of coating and substrate to be painted. Apply coatings in this area in accordance with the schedule or as specified. After finishes are accepted, this room or area will be used for evaluation of coating systems of a similar nature applied to other areas of the project.

1.08 REGULATORY REQUIREMENTS

- A Conform to applicable code for flame/fuel/smoke rating requirements for finishes.

1.09 SUBMITTALS

- A. Submit 5 copies of product data under provisions of Section 01300.
- B. Provide product data on all finishing products required to complete the work under this Section.
- C. Under provisions of Section 01300, submit indicated quantity of samples 8 x 10 inch in size illustrating each required color for each surface scheduled.

1.10 DELIVERY, STORAGE, AND HANDLING

- A. Deliver products to site and store under provisions of Section 01600.
- B. Deliver products to site in sealed and labeled containers; inspect to verify that products are appropriate for acceptance. Container labeling shall include the manufacturer's name and label and the following information:
1. Product name or title of material.
 2. Product description (general classification or binder type).
 3. Federal Specification number, if applicable.
 4. Manufacturer's stock number and date of manufacture.
 5. Contents by volume, for pigment and vehicle content.
 6. Thinning instructions.
 7. Application instructions.
 8. Color name and number.
- C. Store paint materials at minimum ambient temperature of 45 degrees F and a maximum of 90 degrees F, in well ventilated area, unless required otherwise by manufacturer's instructions.

- D. Take precautionary measures for maintaining safe storage conditions and assume responsibility for prevention of fire hazards and spontaneous combustion.

1.11 ENVIRONMENTAL REQUIREMENTS

- A. Provide continuous ventilation and heating facilities to maintain surface and ambient temperatures above 45 degrees F for 24 hours before, during, and 48 hours after application of finishes, unless required otherwise by manufacturer's instructions.
- B. Application Temperatures for Water-Based Paints: Between 50 and 90 degrees F for interiors, unless required otherwise by manufacturer's instructions.
- C. Minimum Application Temperature for Solvent-Thinned Finishes: Between 45 and 95 degrees F for interior spaces, unless required otherwise by manufacturer's instructions.
- D. Provide lighting level of 80 foot candles measured mid-height at substrate surface.

1.12 EXTRA STOCK

- A. Provide at minimum a one gallon container of each color and surface finish or texture to Owner for Owner's future touch up of painted surfaces.
- B. Label each container with color, finish, texture and room locations, in addition to the manufacturer's label.

PART 2 PRODUCTS

2.01 ACCEPTABLE MANUFACTURERS

- A. Subject to compliance with requirements, provide products of one of the following manufacturers. Dunn-Edwards is the preferred manufacturer and products of its manufacture serve as the basis for these Specifications.
 - 1. Dunn-Edwards (product names and numbers given in Schedule.)
 - 2. Benjamin Moore
 - 3. Sherwin-Williams.
 - 4. Kelly-Moore

2.02 MATERIALS

- A. General: Use materials produced by a single manufacturer for a paint system, unless otherwise specified. If more than one quality of product is marketed, use only material of highest quality.
- B. Coatings: Ready mixed, except field-catalyzed coatings. Process pigments to a soft paste consistency, capable of being readily and uniformly dispersed to a

- homogeneous coating. Good flow and brushing properties; capable of drying or curing free of streaks or sags.
- C. Patching or Spackling Compound(s) for Other than Metal: Contractor's choice of materials and/or manufactured products, selected and modified if necessary so as to accomplish repairs of blemishes in existing surfaces to receive painting in a manner that matches the appearance of the existing adjacent finishes and textures.
 - D. Filler Compound for Metal: automotive body shop filler, polyester resin type, activated by catalyst; "High Performance Wood Filler" by Minwax, "Bondo", or other similar product suitable for conditions of application.
 - E. Caulking: Dap 230, siliconized acrylic sealant, paintable.
 - F. Backer Rod: Compressible polyethylene foam rod or other flexible, permanent, durable, non-absorptive material as recommended by caulking manufacturer for compatibility with caulking.
 - G. Thinner: As recommended by each manufacturer for each respective product.
 - H. Accessory Materials: Linseed oil, shellac, turpentine, cleaners, and other materials not specifically indicated but required to achieve the finishes specified, of commercial quality.
 - I. Masking Tape: Use low adhesion type masking tapes in general and particularly only such type on surfaces having transparent wood finishes.
 - J. Equipment: Provide scaffolding, staging, drop cloths, covers, brushes, rollers, and spraying and other equipment of the type, size and grade as may be required to proper execution of the work.

2.03 COLORS

- A. Ceiling shall be painted with finish coats to match the following Dunn-Edwards color:
 - 1. Dunn-Edwards SP 70, "Pearl White".
- B. Air diffusers, registers, etc. within ceiling areas that are to be painted:
 - 1. To match the color of adjacent painted ceiling surfaces.

2.04 FINISHES

- A. Refer to Schedule at end of Part 3 of this Section for surface finishes.

PART 3 EXECUTION

3.01 INSPECTION

- A. Verify that surfaces are in appropriate condition to receive painting work specified under this Section and as instructed by the product manufacturer.
- B. Examine surfaces scheduled to be finished prior to commencement of work. Report any condition that potentially may affect proper application, and do not begin preparation work or application of paint until unsatisfactory conditions have been corrected.
- C. Measure moisture content of surfaces using an electronic moisture meter. Do not apply finishes unless moisture content of surfaces is below the following maximum for plaster and gypsum wallboard: 12 percent.
- D. Beginning of installation within any particular area shall constitute Contractor's acceptance of existing surfaces.

3.02 PREPARATION

- A. Other than light fixture lenses that are to be removed by Owner's forces as specified hereinabove, remove any electrical or other device cover plates, fixture trims, fittings, etc. which occur within ceiling areas to be painted, prior to preparing surfaces for finishing. Label and bag or box all such removed items within each localized area, along with all related fasteners, so as to ensure that no loss of items or confusion as to respective original locations, related fasteners, etc., occurs at the time of reinstallation. Any missing components shall require replacement with new which are identical to the originals in terms of design, style, and finish.
- B. General: Correct any defects such as minor cracks, holes, dents, and abrasions in all surfaces and on items that are to be repainted under this Section.
- C. Plaster Ceiling Surfaces: Remove all dust, dirt, and other loose contaminants that could adversely affect paint adhesion and performance. Completely remove any loose or peeling paint. Spot prime grease, stains, and repair areas (both before and after patching). Fill all holes or cracks with approved patching or spackling material (modified so as to suit specific finish matching needs) and allow to dry completely. Reapply, work and adjust patching as necessary until an acceptable match with adjacent original ceiling surface characteristics are achieved.
- D. Previously Painted Metal Surfaces: Scrape or sand to remove any loose paint, scale, or rust. Fill any depressions with filler. After hardening, sand flush with adjoining surface, taking care not to sand any depression into filled areas. Feather edges to make touch up patches inconspicuous. Spot prime any bare steel and filled areas and sand spot primed perimeters so as to feather to zero thickness at surrounding areas.

- E. Install backer rods at locations where existing caulking requires replacement, if provisions for such exist.
- F. Shellac and seal any marks such as oil, grease or other water-soluble stains which could bleed through surface finishes.
- G. If mildew is present in any areas, remove it by washing the surface with a commercially available mildew remover or use the following bleach solution, rinsing afterwards with clear water:
 - 1 gallon liquid chlorine bleach
 - 3 gallons warm water
 - 1/3 cup powdered detergent
 - (Optional addition for added cleaning effectiveness: 2/3 cup Tri-Sodium Phosphate. With this added, a residue will be left which that will require a thorough, double rinsing).

3.03 PROTECTION

- A. Protect building elements and any interior landscaping plants surrounding the work of this Section from damage or disfiguration.
- B. Repair damage to other surfaces caused by work of this Section.
- C. Furnish drop cloths, shields, and other protective methods as may be necessary to prevent spray or droppings from disfiguring other surfaces.
- D. Mask all light fixture plaster rings, brackets, or bodies, building signage, fire alarm equipment, room accessories, or other items or fixtures not specifically mentioned herein that are mounted to in or on ceilings that are to receive paint application, so that no paint is applied to any portion of such items.

3.04 APPLICATION, GENERAL

- A. Apply products in accordance with manufacturer's instructions. Use applicators and techniques best suited for substrate and type of material being applied.
- B. Install caulking over backer rods and otherwise as conditions may dictate. Tool caulking smooth and flush with adjacent ceiling surfaces.
- C. Spot apply specified primer/sealer to all patched, repaired, or otherwise stained or discolored areas of surfaces that are to be painted under this Section.
- D. Apply each successive coat of paint to uniform finish, slightly darker than preceding coat, unless otherwise approved.
- E. Sand metal surfaces lightly between each succeeding enamel coat to achieve good adhesion of subsequent coats.

- F. Do not paint over dirt, rust, scale, grease, moisture, scuffed surfaces, or other conditions detrimental to formation of a durable, uniform paint film for each coat.
- G. The number of coats and film thickness required is the same regardless of the application method. Do not apply succeeding coats until the previous coat has cured as recommended by the manufacturer. Sand between coats where required to produce smooth even finish surfaces on non-textured substrates, in accordance with the paint manufacturer's directions.
- H. Scheduling Painting: Coordinate with Owner's schedule for temporarily vacating areas on a room-by-room basis. Apply first coat to surfaces that have been cleaned, pretreated, or otherwise prepared for painting as soon as practicable after preparation and before any subsequent surface deterioration can occur. Allow in schedule sufficient time between coats to permit proper drying. Do not recoat until paint has dried to the point that it feels firm and does not deform or feel sticky under moderate thumb pressure and where application of another coat of paint does not cause lifting or loss of adhesion of the undercoat.
- I. Whenever roller application is elected by Contractor, roll and distribute paint to an even and fine stipple texture. In any event, leave no evidence of roller application, such as laps, roller tracks, irregularities in texture, skid marks, or other surface imperfections.
- J. Completely cover to provide an opaque, smooth finish of uniform finish, color, appearance, and coverage. Provide a finish free of laps, cloudiness, spotting, runs, sags, ropiness, or other surface or appearance imperfections.
- K. Minimum Coating Thickness: Apply materials at not less than manufacturer's recommended spreading rate. Provide a total dry film thickness of the entire system as recommended by manufacturer.

3.05 COMPLETED WORK

- A. Match approved samples for color, texture, sheen and coverage. Remove, refinish, or repaint work not in compliance with specific requirements.

3.06 FIELD QUALITY CONTROL

- A. The Owner reserves the right to invoke the following test procedure at any time and as often as the Owner deems it necessary when paint is being applied:
 - 1. The Owner may engage at its expense the services of an independent testing laboratory to sample the paint material being used. Samples of material delivered to the project would be taken, identified, sealed, and certified in the presence of the Contractor.

2. The testing laboratory would perform appropriate tests for the following characteristics as required by the Owner:
 - a. Quantitative materials analysis.
 - b. Abrasion resistance.
 - c. Apparent reflectivity.
 - d. Flexibility.
 - e. Washability.
 - f. Absorption.
 - g. Accelerated weathering.
 - h. Dry opacity.
 - i. Accelerated yellowness.
 - j. Recoating.
 - k. Skinning.
 - l. Color retention.
 - m. Alkali and mildew resistance.
3. If test results show material being used does not comply with specified requirements, the Contractor may be directed to stop painting, remove non-complying paint, pay for testing, repaint surfaces coated with rejected paint, and remove rejected paint from previously painted surfaces if, upon repainting with specified paint, the two coatings are not compatible.

3.07 CLEANING

- A. As Work proceeds, promptly remove any spilled, splashed, or spattered paint.
- B. Remove masking tape and other surface protection utilized as soon completed paint application permits. Remove any paint that has flowed behind masking tape when tape is removed and repair any finish that becomes lifted or otherwise damaged as results of masking tape or other surface protection removal.
- C. During progress of Work maintain premises free of unnecessary accumulation of tools, equipment, surplus materials, and debris.
- D. Collect cotton waste, cloths, and material that may constitute a fire hazard, place in closed metal containers and remove daily from site.
- E. After application of coatings, clean and reinstall removed electrical device cover plates, hardware items, other fixtures, and accessories in their original locations.
- F. Upon completion of painting, wash all windows in areas where work has been accomplished. Remove any dust or paint which may or may not have been the results of this Contractor's operations. Wipe clean and dry all associated window wall framing members. Remove any splattered paint by washing and scraping using techniques that will ensure against any scratching or marring of surfaces being so cleaned.
- G. See Article 1.04 of Section 01700 for additional requirements for final cleaning.

3.08 PAINTING MATERIALS SCHEDULE - INTERIOR SURFACES

- A. Previously Painted or Unpainted Acoustical Plaster Ceilings w/ Sprayed Finish:
 - 1. Spot-Prime: Block-It (QD 42-56) Quick-Dry Synthetic Resin Primer/Sealer
 - 2. 1st Coat: AcoustiKote (W 615) Interior High-Hiding Flat Paint for Acoustic Ceilings
 - 3. 2nd Coat: AcoustiKote (W 615) Interior High-Hiding Flat Paint for Acoustic Ceilings

- B. Previously Painted or Unpainted Acoustical Plaster Ceilings w/ Trowled Finish:
 - 1. Spot-Prime: Block-It (QD 42-56) Quick-Dry Synthetic Resin Primer/Sealer
 - 2. 1st Coat: AcoustiKote (W 615) Interior High-Hiding Flat Paint for Acoustic Ceilings
 - 3. 2nd Coat: AcoustiKote (W 615) Interior High-Hiding Flat Paint for Acoustic Ceilings

- C. Previously Unpainted Interior Gypsum Stucco Plaster Ceilings w/ Sand Float Finish:
 - 1. Spot-Prime: Block-It (QD 42-56) Quick-Dry Synthetic Resin Primer/Sealer
 - 2. 1st Coat: AcoustiKote (W 615) Interior High-Hiding Flat Paint for Acoustic Ceilings
 - 3. 2nd Coat: AcoustiKote (W 615) Interior High-Hiding Flat Paint for Acoustic Ceilings

- D. Previously Painted Ceiling Mounted Metal Items (Air Diffusers, Registers, etc.):
 - 1. Spot-Prime: Corrobar (43-5) White Alkyd Corrosion Inhibitive Primer
 - 2. 1st Coat: Permashell (W 940) Acrylic Eggshell Enamel
 - 3. 2nd Coat: Permashell (W 940) Acrylic Eggshell Enamel

3.09 CEILING PAINTING SCHEDULE

- A. Restricted Corridor, including all contiguous alcoves, side storage spaces, and extensions: Entire of two sections, one between Column Line 49 and the service elevator and the other extending from Column Line 52 to Column Line 80.

END OF SECTION 09900