



REQUEST FOR BID

BID NO. 968-1023-25A

POLICE DEPARTMENT &
ANIMAL SERVICES FACILITY –
INTERIOR AND LIMITED
EXTERIOR PAINTING

BID DUE DATE: October 23, 2025 at 2PM

I. GENERAL CONDITIONS

1. **General Information** - The Public Works Department of the City of Antioch, California, will receive bid responses at its City Clerk's office located at 200 H Street, Antioch, CA 94509 on **October 23, 2025 at 2PM**. Questions relating to specifications or technical questions must be submitted via email to Patrick Wentz at pwentz@antiochca.gov and Eric Strongman at estrongman@antiochca.gov. Bidders are **NOT** to pursue City staff by telephone or in person.
2. **Form of Bid** - The bid shall be made on the attached bidder's proposal form. If the form is deemed inadequate, additional information may be submitted with the proposal, via an attachment of catalogs, drawings, photographs, or a letter. Letters repeating prices and details from the City's specifications must be omitted. Bids shall be made only on the designated bid form, properly executed, and enclosed in a sealed envelope bearing the name of the bidder, the bid number, bid due date, bid title, and DIR number. Forms are available and may be secured by prospective bidders at the City Clerk's office at **200 H St. Street, Antioch, CA 94509**. Bids shall be written in ink, computer generated, or by typewriter. Mistakes may be crossed out and corrections inserted adjacent thereto and must be initialed in ink by the person signing the bid. Bids are to be verified before submission as they cannot be corrected or altered or signed after bids are opened.
3. **Interpretation of Bids** - Should a bidder find discrepancies in, or omissions from the specifications, or should bidder be in doubt as to their true meaning, bidder shall submit a formal request to the Public Works Department for an interpretation thereof **prior** to the bid opening to the attention of Rachel Harris at rharris@antiochca.gov, Eric Strongman at estrongman@antiochca.gov, and Patrick Wentz at pwentz@antiochca.gov. The person submitting the request shall be responsible for its prompt delivery. Any interpretation of, or change in the proposed documents will be made only by an addendum published on the City's website, and shall become part of any contract awarded. The City will not be responsible for any other explanation or interpretations.
4. **Addenda** - Any addenda issued by the City during the time of bidding shall be covered in the bid and shall be made a part of the contract. It is the bidder's responsibility to check the City of Antioch website, for any addenda that may have been issued prior to the bid/proposal due date. (<https://www.antiochca.gov/rfps/>)
5. **Bid Opening** - Bids shall be delivered to the City Clerk's office located at 200 H St. Antioch, CA 94509 on or before the day and hour set for the opening of bids. A bidder may withdraw his bid, either personally or by written request, at any time prior to the scheduled time for opening of bids.
6. **Late Bids** - Any bids received after the scheduled time of opening will be clocked in, but will not be opened or considered.
7. **No Bid** - If a bid is not made, the bid form must be returned and the reason for not bidding stated; otherwise, the vendor's name will be removed from the bidders list. If a bid is submitted without an amount, it will not be considered.
8. **Award or Rejection** - The bid will be awarded to the lowest responsive and responsible bidder offering the best value to the City and will be announced by way of publishing to the City's website (<https://www.antiochca.gov/rfps/>). Best value is based on all factors, including: cost (unit prices and total prices); contractor's ability, capacity and skill; ability to perform within the time required; character, integrity, reputation, judgment, experience and efficiency of contractor; quality of contractor's performance on previous purchases or contracts, if applicable; and the ability of the contractor to provide future maintenance, repair, parts and services, if applicable. If within the past two years, a contractor has had a contract terminated early

by the City of Antioch then contractor is disqualified from bidding on any future projects for a two-year period from the date of termination.

The City reserves the right to reject any or all bids, to accept or reject any one or more items of a bid, or to waive any minor irregularities or informalities in the bid. It is anticipated that all items will be purchased, however the City reserves the right to change quantities prior to the award. Estimated quantities are no guarantee of a certain quantity to be ordered by City. The City reserves the right to make the award to the overall low bidder, or split the award amongst the bidders. If the bid is on an "all or nothing" basis, this must be stated on the bid form.

For the purpose of evaluating bids for multiple awards, the sum of \$175.00 is considered to be the administrative cost to the City for issuing and administering each contract awarded. Individual awards will be made for the items and combinations of items which result in the lowest aggregate price to the City, including such administrative cost.

- 9. Terms and Conditions** - The bidder shall not change the wording on the specifications or conditions. No words or comments shall be added to the general conditions or detailed specifications. Any explanation or alternative offered shall be set forth in a letter attached to the front cover of the specifications. Alternatives which do not substantially comply with the City's specifications cannot be considered. Conditional bids cannot be accepted.
- 10. Brand Names-** The make or brand and grade of the article on which the bid is submitted should be stated on the bid form.
- 11. Payment Terms** - Must be indicated by filling in the proper blanks on the bid form. Cash discounts of less than 20 days will be considered net. The standard terms at the City of Antioch are Net 30 days.
- 12. FOB Point** - It is understood that the bidder agrees to deliver FOB Destination, with no freight charges to the City. All costs for packing, delivery, drayage, postage, freight, express, or for any other purpose are to be borne by the bidder.
- 13. Approved Equal – Brand names and numbers, when used, are for reference to indicate the character or quality desired.** The use of the name of a manufacturer, or any special brand or make, in describing any item in the bid documents does not restrict bidders to that manufacturer or specific article. An equal of the named product will be given due consideration if literature is submitted with the bid showing that the product is of equal or better quality and utility to that specified by the City. Determination of acceptability of any product shall be solely at the City's discretion.
- 14. Tax** - No bid shall include federal excise tax, inasmuch as the City is exempt per published IRS regulations concerning state/local governments. The City is obligated to pay applicable state sales or use taxes.
- 15. Samples** - When requested, bidders shall submit properly marked samples of the article(s) on which bid is made to the City. Any sample submitted must be clearly marked in such a manner that the marking is fixed, so that the identification of the sample is assured. Such marking shall state (1) name of bidder, (2) number of bid, and (3) item number. Samples, when required, must be furnished free of expense to the City, and if not destroyed by tests, will upon request be returned at bidder's expense unless retained by City for future comparison.
- 16. Inspection** - All items furnished shall be subject to the inspection of the City, and unsuitable items may be rejected. Defective items shall be made good by the vendor in a manner satisfactory to the City.
- 17. Assignment** - No assignment by the contractor or any contract to be entered into hereunder or of any part

thereof, except of funds to be received thereunder by the contractor, will be recognized by the City unless such assignment has had the prior written approval of the City.

18. Warranty - Terms of any warranty offered by the manufacturer or the bidder shall be included with the bid. Contractor warrants all work done and goods provided under this Agreement shall at the minimum: a) meet all conditions of the Agreement; b) shall be free from all defects in design, material and workmanship; and 3) shall be fit for the purposes intended. If any defects occur within said 12 months following acceptance, Contractor shall be solely responsible for the correction of those defects.

19. Timely Delivery – If indicated in the bid form, bidder shall indicate time of delivery as the number of calendar days following receipt of the order by the contractor to receipt of the goods or services by the City. Time of delivery may be a consideration in the award.

Time is of the essence, and the purchase order is subject to termination for failure to deliver on time. The acceptance by buyer of later performance with or without objection or reservation shall not waive the right to claim damage for such breach nor constitute a waiver of the requirements for the timely performance of any obligation remaining to be performed by the vendor.

20. Liquidated Damages - If delivery does not occur on schedule it is understood that the City will suffer damage. It being impractical and infeasible to determine the amount of actual damage, it is agreed that the contractor shall pay to the City the sum of five hundred (\$500.00) dollars per day for each calendar day delay in finishing the contract.

21. Termination for Default - The City may, by written notice of default to the vendor/contractor, terminate the contract in whole or in part should the vendor/contractor fail to make satisfactory progress, fail to deliver within time specified therein or fail to deliver in strict conformance to specifications and requirements set forth therein. In the event of such termination, the City reserves the right to purchase or obtain the supplies or services elsewhere, and the defaulting vendor/contractor shall be liable for the difference between the prices set forth in the terminated order and the actual cost thereof to the City. The prevailing market price shall be considered the fair repurchase price. If, after notice of termination of this contract under the provisions of this clause, it is determined for any reason that the Contractor was not in default under the provisions of this clause, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to the Termination for Convenience clause. The rights and remedies of City provided in this article shall not be exclusive and are in addition to any other rights and remedies provided by law or under resulting order.

22. Termination for Convenience - The City may, by written notice stating the extent and effective date, terminate any resulting order for convenience in whole or in part, at any time. The City shall pay the vendor as full compensation for performance until such termination the unit or pro rate price for the delivered and accepted portion, and a reasonable amount, as costs of termination, not otherwise recoverable from other sources by the contractor as approved by the City, with respect to the undelivered or unaccepted portion of the order, provided compensation hereunder shall in no event exceed the total price. In no event shall the City be liable for any loss of profits on the resulting order or portion thereof so terminated. The rights and remedies of City provided in this article shall not be exclusive and are in addition to any other rights and remedies provided by law or under resulting order.

23. Fiscal Year - Obligation for payment of any contract beyond the current fiscal year end is contingent upon the availability of funding from which payment can be made. No legal liability shall arise for payment beyond June 30 of the calendar year unless funds are made available for such performance.

24. Equal Opportunity - Contractor shall not discriminate, on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, marital status, sex, or sexual

orientation or any other prohibited basis under federal or state law, against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided by Contractor under this Agreement. Contractor shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any services that are the subject of this Agreement, including but not limited to the satisfaction of any positive obligations required of Contractor thereby.

Contractor shall include the provisions of this Subsection in any subcontract approved by the Contract Administrator or this Agreement.

25. Business License – The City of Antioch requires that any contractor doing business within the city limits must hold a valid City of Antioch Business License prior to merchandise delivery (by vendor) or services provided.

26. Governing Law - This contract shall be construed and interpreted according to the laws of the State of California with venue for any action under this Agreement in Contra Costa County, California.

27. Liabilities -- Contractor shall indemnify, save and hold harmless from and defend the City, its officers, agents and employees, against any and all claims, costs, demands, causes of action, suits, losses, expense or liability arising from, or alleged to have arisen, from any acts or omissions of Contractor, its agents, sub-contractors, officials or employees, in connection with the execution of the work covered by this Agreement, as it may be amended, except for the sole negligence or willful misconduct of City. This indemnification includes any claim that the materials or equipment provided under this Agreement, or any tool, article or process used in manufacture of such tools or equipment, constitutes an infringement of any patent issued by the United States. This entire indemnification provision shall survive termination or cancellation of this Agreement.

28. Right to Audit -- The City of Antioch reserves the right to verify, by examination of vendors' records, all invoiced amounts when firm prices are not set forth in the purchase agreement.

29. Assignment -- In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of part 2 of Division 7 of the Business and Professions Code), arising from the purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder.

30. Surety Bonds – The Bidder is required to submit a bidder's bond if included on the Bid Form. Unless stated to the contrary in the Detailed Specifications, Contractor is required to provide the following surety bonds from an admitted and authorized surety in California in the full amount of the work to be performed:

- Payment Bond
- Performance Bond

31. Prevailing Wage - Where labor is required for public work as part of this contract, pursuant to the provisions of the Labor Code of the State of California, contractors shall pay no less than the minimum wages established by the Director of the Department of Industrial Relations of the State of California.

To the extent applicable, Contractor shall comply with the requirements of the California Labor Code including but not limited to hours of labor, nondiscrimination, payroll records, apprentices, workers' compensation and prevailing wages.

No less than the general prevailing rate of per diem wages, and not less than the general prevailing rate of per diem wages for holidays and overtime work, for each craft, classification or type of worker needed to

execute the work under this Agreement shall be paid to all workers, laborers and mechanics employed in the execution of the work by the Contractor or any subcontractor doing or contracting to do any part of the work.

The appropriate determination of the Director of the California Department of Industrial Relations shall be filed with, and available for inspection, at the City offices. Contractor shall post, at each job site, a copy of the prevailing rate of per diem wages. The Contractor shall forfeit fifty dollars (\$50.00) for each calendar day or portion thereof for each worker paid less than the stipulated prevailing rates for any public work done under the Agreement by it or by any subcontractor under Contractor.

The City reserves the right to request and review the contractor's payroll records in the form of certified payroll records. In the event certified payroll records are requested, they are to be submitted via email to rharris@antiochca.gov. Furthermore, Contractor is to submit two sets: one complete and one redacted of private information [On the second copy the name, address and social security number of the individual employees must be redacted (blacked out).]

32. Appeals -- Any actual or prospective bidder, or contractor that has a grievance in connection with any City solicitation or award of contract may protest in writing pursuant to the provisions in Antioch Municipal Code section 3-4.03. Protesters are urged to seek resolution of their complaints initially with the using department.

33. Contract Documents - The work embraced herein shall be performed at the locations covered in this bid and in accordance with the current Standard Specifications of the State of California, Business and Transportation Agency, Department of Transportation. In addition to the State Specifications, the following will also apply: these Specifications; the Proposal; the Contract, required herein; any supplemental agreements amending or extending the work; working drawings or sketches clarifying or enlarging upon the work specified herein; and to pertinent portions of other documents included by reference thereto in these Specifications.

The Successful bidder shall be expected to agree to and comply with all terms addressed in the attached Sample Maintenance and Trade Services Agreement. The bidder shall not change the wording in the attached specifications or conditions. No words or comments shall be added to the general conditions or detailed specifications. Conditional bids cannot be accepted.

34. Insurance -- Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees, or subcontractors.

All certificates and endorsements must be emailed to rharris@antiochca.gov, with the name of the contract clearly identified on the certificates and endorsements AND annual renewals automatically be generated and emailed as instructed. Insurance requirements found in "Attachment B".

35. Key Dates and Information –

RFP Release Date:	September 17, 2025
Title:	Police Department & Animal Services Facility – Interior and Limited Exterior Painting
Mandatory Pre-Bid Meeting: Site visit	September 29, 2025 at 10:00 a.m.
Deadline for written questions/clarifications:	October 8, 2025 at 2:00 p.m.
Response to Written Questions:	October 15, 2025, 2025 at 4:00 p.m.
<i>Bid Due Date and Time:</i>	<i>October 23, 2025 by 2:00 p.m.</i>
Submittal:	One original, with ink signatures, and one copy of the response to this Request for Bid (RFB) must be sealed and must clearly display the Bidder's business name, Bid No., Bid title, and DIR Number.
Contract Manager:	Patrick Wentz Police Captain
Email Address:	pwentz@antiochca.gov
Address for Pre-Bid Meeting:	300 L Street, Antioch, CA
Address for Bid Submittals and Opening	City of Antioch – City Hall City Clerk's Office 200 H St, 1st Floor Antioch, CA 94509

II. SPECIFICATIONS

The City of Antioch is requesting proposals from qualified painting contractors to prepare and paint designated interior areas of the Police Department and Animal Services Facility, with limited exterior painting as specified.

The Contractor shall provide all labor, materials, equipment, and supervision required to complete the work. All work shall be performed in a clean, safe, and professional manner with minimal disruption to facility operations.

The painting outlined in this bid is part of overall facility improvements. The other improvements being done concurrently are flooring and furniture.

Customer Service & Quality Assurance

Any work or assigned duties that are not performed to our standards and/or contractual agreement may result in delay, reduction or discount at the Contractor's expense. The judgment for reduced payment or discount shall be at the City's sole discretion. In addition, the City may move to the next lowest responsible bidder if the City is not happy with the services or communication supplied by the contractor. All complaints about services rendered will be processed by the Public Works Director or designee/s.

Contractor Will Provide

A safe and motivated crew capable of performing all work per specifications. After approval to start work the contractor is to supply the City representative with a work schedule that must include starting times, dates and locations. Contractor is to keep the City informed of working locations so that the City representative can inspect the work throughout the process. At least one crew member must speak English. All labor, equipment and materials are required to perform the work as specified in a safe and productive manner. Contractor will be responsible for onsite safety, traffic control and quality control. Contractor must abide by all Cal-Trans specified traffic control standards. All work must be in accordance with all state and local laws, codes and specifications. Workers are to wear reflective vests at all times. Vehicles must be clearly labeled with company name and vehicles numbers.

Equipment & Supplies

Contractor agrees to provide and maintain all equipment required to perform the above services. The contractor's equipment is to be of top quality and in good working order at all times. If the City or its designee requests replacement equipment due to poor quality or performance the contractor will replace the equipment at his/her own expense as soon as possible.

Hours of Operation

The Contractor shall have a representative available to meet with City of Antioch personnel during the normal City working hours, which are 7:00 a.m. to 4:00 p.m., Monday through Friday, except holidays. Contractor may work on Fridays or Saturdays with prior permission from City representative. Per Antioch Municipal Code, Section 5-17-05, construction noise is limited on weekdays, no construction noise prior to 7:00 am and after 6:00 pm, and further limited to 8:00 am and 5:00 pm if within 300 feet of occupied dwellings.

Payments & Invoicing

Invoices may be issued after work is completed and must list the City issued purchase order number and work order number of the corresponding job. All information is to be provided in email format and hard copy if directed so.

No payment will be made without any deficiencies noted and corrected. All information is to be provided in email format and hard copy if directed so.

Contract Length & Effective Dates

This contract will be effective November 1, 2025 - June 30, 2026. All work must be completed no later than June 30, 2026. Liquidated damages will be applied if asphalt concrete project is not completed by the date above, according to the terms specified in section 20 of the General Conditions section of this bid package.

Bonds

The following bonds will be required for this project, see Attachment "C":

- Payment Bond
- Performance Bond

Scope of Work

1. Surface Preparation

- Remove and dispose of existing baseboards in designated painting areas.
- Remove all wall coverings and residual adhesive.
- Skim coat and patch as needed to achieve smooth, paint-ready surfaces.
- Sand, clean, and prepare all walls, trim, rails, doors, and other designated surfaces.

2. Priming

- Apply appropriate primer to all prepared wall, trim, and door surfaces to ensure adhesion and uniform finish.

3. Painting & Finishing

- Apply two (2) coats of City-specified finish paint to all designated wall areas.
- Areas with chair rails may follow a three-tone scheme (upper wall, chair rail, lower wall).
- Trim, chair rails, doors (wood or metal), and other architectural features shall be properly prepared and either:
 - Painted with two coats of finish paint, **or**
 - Stained and sealed, per existing conditions and City direction.

4. Phasing & Coordination

- Submit a detailed phasing plan for City approval prior to mobilization.
- Work shall be completed in phases to minimize disruption to operations.
- Clearly identify and secure work areas, isolating them to prevent dust, fumes, or noise from affecting occupied spaces.
- Upon completion of each phase, perform cleanup, inspection, and address punch list items before proceeding.

5. Protection & Cleanup

- Protect all floors, furniture, and adjacent surfaces not scheduled for painting.
- Maintain dust and fume control measures at all times.
- Clean work areas daily and leave in a safe, orderly condition.
- Comply with all applicable codes, safety standards, and OSHA regulations.

Paint Specifications

Doors / Window Frames – Interior – Metal (Structural Steel, Galvanized, Stainless, Factory-Coated):

- Lightly sand to create surface profile.
- 1st Coat: Benjamin Moore HP Waterborne Bonding Primer HP 1750
- 2nd Coat: Benjamin Moore Corotech® Command® Waterborne Acrylic Urethane – Satin (V392)

- 3rd Coat: Benjamin Moore Corotech® Command® Waterborne Acrylic Urethane – Satin (V392)

Doors – Interior – Wood:

- Strip existing finish prior to stain application (if stained).
- Approved stains: Minwax® Interior Wood Stain or Zar® Interior Wood Stain.

Trim – Interior – Wood:

- Prime: Benjamin Moore Ultra Spec® Primer N534
- 2nd Coat: Benjamin Moore Scuff-X® Interior Satin (N486)
- 3rd Coat: Benjamin Moore Scuff-X® Interior Satin (N486)

Walls – Interior – Concrete:

- Prime: Benjamin Moore Ultra Spec® Masonry Sealer HP 1550
- 2nd Coat: Benjamin Moore Scuff-X® Interior Eggshell (N485)
- 3rd Coat: Benjamin Moore Scuff-X® Interior Eggshell (N485)

Walls – Interior – Drywall:

- Prime: Benjamin Moore Ultra Spec® Primer N534
- 2nd Coat: Benjamin Moore Scuff-X® Interior Eggshell (N485)
- 3rd Coat: Benjamin Moore Scuff-X® Interior Eggshell (N485)

Horizontal Concrete (Limited Exterior / Specialty Areas):

- If the existing coating is determined to be sound, not peeling, properly bonded to the concrete, and not subject to wrinkling or lifting by the new product, then a thorough cleaning and mechanical abrasion should be specified to ensure proper adhesion of the refinish coat to this existing coat.
 - If the existing coating is not sound, then it must be removed by mechanical preparation methods such as blasting or grinding.
 - 1st Coat: Benjamin Moore HP High-Performance Concrete & Metal Epoxy Primer HP 1550
 - 2nd Coat: Benjamin Moore Interior/Exterior Polyamide Epoxy HP4000 (with anti-slip additive)
 - 3rd Coat: Benjamin Moore Interior/Exterior Polyamide Epoxy HP4000 (with anti-slip additive)
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Contractor Notes

1. Site Access & Security

- All personnel working at the Police Department must check in daily with designated City staff.
- Identification badges may be required while on site.

2. Work Hours

- Standard work hours are **Monday–Friday, 7:00 AM to 4:30 PM**, unless otherwise approved by the City.
- After-hours or weekend work requires prior approval.

3. Phasing Requirements

- Contractor shall submit a phasing schedule, coordinated with the City, prior to mobilization.
- Only one area may be worked on at a time, unless otherwise approved.

- Work shall be sequenced to minimize disruption to Police Department and Animal Services operations.
- As mentioned above, the painting of the facility is being done in conjunction with flooring and furniture. This may impact final phasing schedules.

4. **Protection & Safety**

- Contractor is responsible for protecting all finishes, equipment, and furniture not scheduled for painting.
- Dust, fume, and odor control measures must be in place during all phases of work.
- Contractor must maintain a safe worksite and comply with OSHA standards.

5. **Coordination with Other Contractors**

- Contractor shall coordinate work with other trades scheduled by the City.
- Conflicts must be reported immediately to the City's project manager.

6. **Clean-Up & Disposal**

- Work areas shall be cleaned daily.
- All debris and materials must be removed from the site at the end of each workday.
- On-site dumping or storage of debris is not permitted.

7. **Warranty & Closeout**

- Provide manufacturer warranties for all paint products applied.
- Provide a one-year workmanship warranty from the date of substantial completion.
- Submit maintenance instructions and cleaning recommendations at project closeout.

**Title: Police Department & Animal
Services Facility – Interior and Limited
Exterior Painting
RFB No. 968-1023-25A**

**Bids to be received by 2:00 PM
OCTOBER 23, 2025
Office of the City Clerk,
City Hall, Antioch, CA**

INSTRUCTIONS TO BIDDERS

A. Bidders are directed to submit firm unit and lump sum prices for all work set forth in the Contract Documents on the following form entitled “Schedule of Bid Prices” (“Schedule”).

Unit prices, lump sum prices and extended amounts must be entered in the appropriate spaces provided in the Schedule. Unit prices shall be multiplied by the Quantities shown, and the total shall be inserted in the EXTENDED AMOUNT column. In the event of any error or discrepancy between the Unit Price and the calculated EXTENDED AMOUNT, the Unit Price shall govern.

The amounts shown in the EXTENDED AMOUNT column must be added together in arriving at the Total Bid Price, including any Bid Options amount (if applicable). Any mathematical errors that appear on the face of the bid will be corrected by the City and the City will use the mathematically corrected total in its bid evaluation.

Amounts for Allowance bid items must be entered in the exact amount in the EXTENDED AMOUNT column. The prices included within the Schedule of Bid Prices include all costs for labor, materials, tools, equipment, services, subcontractors, suppliers, taxes, insurance, shipment, delivery, overhead, profit and all other costs necessary to perform the work in accordance with the Contract Documents.

B. The Total Bid Price shall be the sum of the amounts bid for each of the designated portions of the work, including the Base Bid and any Bid Options. The contract shall be awarded on the basis of the Total Bid Price.

1.02 BID PRICES

A. The Contractor’s bid prices provided on a unit price basis shall remain firm and shall not be subject to adjustment, unless and until the actual quantity of work is increased or decreased by Contract Change Order in an amount greater than 25% from the estimated quantity indicated for such item.

1.03 UNBALANCED BIDS

All prices provided for each bid item shall be inclusive of all direct costs of the covered work (including all direct costs of subcontractors and suppliers), plus a proportionate share of the costs for general requirements, overhead, insurance, applicable taxes, and any other indirect costs and profit.

Bidders are strongly discouraged from submitting unbalanced bids. As used herein, the term “unbalanced bid” is defined as any bid that does not include a reasonable proportionate allocation of indirect costs and profit to each bid item indicated in the Schedule of Bid Prices. The City reserves the right to reject any unbalanced bid if the City determines that there is a reasonable doubt that an acceptance of the bid will not result in the lowest ultimate cost to the City with regard to the work.

The City reserves the right to delete any bid item in its entirety and/or significantly reduce the quantity of work under a bid item. The City makes no representation that any work under a bid item will be performed during the course of the Project or that the work will be performed at the quantities indicated in the Schedule of Bid Prices. Contractor shall not be entitled to payment of the indirect costs and profit included for said bid item. All bid items shall be considered distinct and severable from the remaining bid items and each Bidder acts at its peril if its bid is unbalanced.

BID FORMS

Due on or before the date of Bid Opening

Each of the following Bid Forms must be completed as part of each Bidder's bid and shall be submitted before the specified time and date of the Bid Opening as identified in the Notice Inviting Bids.

1. Bid Submittal Worksheet
2. List of Subcontractors
3. Bidder's Information Sheet
4. Non-Collusion Certification
5. Acknowledgement of Insurance Requirements

III. BID SUBMITTAL WORK SHEET - BID NO. 968-1023-25A**CITY OF ANTIOCH**

**Police Department & Animal Services Facility –
Interior and Limited Exterior Painting
Bid No. 968-1023-25A**

Item No.	Description	Total
1.	Labor: furniture reset or moving	\$
2.	Labor: demo wall coverings	\$
3.	Labor: patch, skim coat, and defect repair	\$
4.	Materials: preparation, TSP cleaning and masking	\$
5.	Labor: prime and paint	\$
6.	Materials: Benjamin Moore specified Primer, Paint, Epoxy paint, Stain (Page 9 and 10 of bid)	\$

TOTAL BID PRICE**TOTAL BID PRICE:** _____**(WRITTEN IN WORDS)**

All costs associated with the work required in the Plans and Specifications must be included in the bid items. This certifies that the prices in the proposal include all work as shown in the Plans and Specifications necessary to complete the work, in place and in full working order.

Company Name: _____

Primary Contact: _____ Title: _____

Authorized Signature: _____

LIST OF SUBCONTRACTORS

CITY OF ANTIOCH**Police Department & Animal Services Facility –
Interior and Limited Exterior Painting
Bid No. 968-1023-25A**

The Contractor is required to furnish the following information in accordance with the provisions of Sections 4100 to 4114, inclusive, of the Public Contract Code of the State of California. This list and information shall include all subcontractors that will perform work, provide labor or render services to the Contractor in connection with the project in an amount in excess of one-half of one percent of the total amount of Contractor's Total Bid Price.

Do not list alternative subcontractors for the same work. Use additional sheets if necessary.

NAME OF SUBCONTRACTOR	LICENSE NUMBER	LOCATION OF/ PLACE OF BUSINESS	TYPE & PERCENTAGE OF WORK
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			
11.			
12.			
13.			
14.			
15.			

CITY OF ANTIOCH**Police Department & Animal Services Facility –
Interior and Limited Exterior Painting
Bid No. 968-1023-25A**

The undersigned contractor declares that it has carefully examined the locations of the proposed work, plans and specifications, special provisions and read the accompanying instructions to contractors. The undersigned submitter certifies that he/she is, at the time of presenting this Bid, and shall be, throughout the length of the contract, licensed by the state of California to do the type of work required under the terms of the contract documents. Submitter further certifies that he/she is skilled and regularly engaged in the general class of work called for in the contract documents.

In accordance with the requirements, the submitter represents that he/she is competent, knowledgeable and has special skills on the nature, extent, and inherent conditions of the work to be performed. Submitter further acknowledges that there are certain peculiar and inherent conditions which may create, during maintenance operations, unusual or peculiar unsafe conditions hazardous to persons and property. Submitter acknowledges that he/she is aware of such risks and that he/she has the skill and experience to foresee and to adopt protective measures to perform the maintenance services adequately and safely with respect to such hazards.

Does proposed Bid conform to all requirements listed in this document and drawings? _____

If NO, explain non-conforming specifications in detail on separate sheet.

Terms or Cash Discount (if other than net 30 days)_____

Company Name_____

Contact Name_____

Title_____

Address_____

City/State/Zip_____

Telephone_____ FAX_____

Email Address_____

Contractor's License No._____ Exp. Date_____

City of Antioch Business License No._____ Exp. Date_____

Signature_____ Date_____

Bid must be in a sealed envelope with the Bid number, DIR Number, closing date, and time on the outside envelope.

DELIVER BID SUBMITTAL TO:
CITY OF ANTIOCH, CITY CLERKS OFFICE
Bid No. 968-1023-25A
200 H St, 1st Floor
Antioch, CA 94509

NON-COLLUSION AFFIDAVIT

THIS PAGE MUST BE NOTARIZED**CITY OF ANTIOCH**

**Police Department & Animal Services Facility –
Interior and Limited Exterior Painting
Bid No. 968-1023-25A**

The contractor, by its officers and agents or representatives present at the time of filing this Bid, being duly sworn on their oaths say, that neither they nor any of them have in any way directly or indirectly entered into any arrangement or agreement with any other proposer, or with any public officer of the CITY OF ANTIOCH whereby such affiant or affiants or either of them has paid or is to pay to such proposer or public officer any sum of money, or has given or is to give to such other proposer or public officer anything of value whatever, or such affiant or affiants or either of them has not directly or indirectly entered into any arrangement or agreement with any other proposer or proposers, which tends to or does lessen or destroy free competition in the letting of the contract sought for on the attached Bids; that no Bid has been accepted from any subcontractor or supplier through any Bid depository, the By- Laws, Rules or Regulations of which prohibit or prevent the Contractor from considering any Bid from any subcontractor or supplier which is not processed through said Bid depository, or which prevent any subcontractor or supplier from Bids to any Contractor who does not use the facilities or accept Bids from or through such Bid depository; that no inducement of any form or character other than that which appears upon the face of the Bid will be suggested, offered, paid or delivered to any person of the contract, nor has this proposer any agreement or understanding of any kind whatsoever, with any person whomsoever to pay, deliver to, or share with any other person in any way or manner, any of the proceeds of the contracts sought by this Bid

NAME _____

SIGNATURE _____

TITLE _____

Subscribed and sworn to before me by:

This _____ day of _____, 20____

Notary Public

ACKNOWLEDGMENT OF INSURANCE REQUIREMENTS

INCLUDED IN THE BID PRICE IS FULL COMPENSATION FOR PROCURING THE FOLLOWING REQUIRED INSURANCE SUBJECT TO THE CONDITIONS AND ENDORSEMENTS SET FORTH IN THE SPECIFICATIONS.

SEE ATTACHMENT "B" FOR FURTHER DETAILS.

- a. COMMERCIAL GENERAL LIABILITY INSURANCE of not less than limits of TWO MILLION DOLLARS (\$2,000,000) per occurrence and FOUR MILLION DOLLARS (\$4,000,000) in the annual aggregate
- b. RAILROAD PROTECTIVE LIABILITY INSURANCE - All exclusion on the liability policy limiting coverage for work near a railroad shall be removed or a Railroad Protective Liability policy in favor of the City shall be provided. Limits for such coverage shall be no less than \$5,000,000 *(Required if the Contractor's services include work within 50 feet of a railroad right of way)*
- c. AUTOMOBILE LIABILITY INSURANCE of not less than limits of ONE MILLION DOLLARS (\$1,000,000) per occurrence/accident
- d. WORKERS' COMPENSATION INSURANCE, as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than ONE MILLION DOLLARS \$1,000,000.00 per accident for bodily injury or disease. *(Not required if Contractor provides written verification it has no employees. Waiver needed.)*
- e. EMPLOYER'S LIABILITY INSURANCE of not less than the limits of ONE MILLION DOLLARS (\$1,000,000) per accident and ONE MILLION DOLLARS (\$1,000,000) each employee by disease.
- f. BUILDER'S RISK / COURSE OF CONSTRUCTION INSURANCE - Insurance utilizing an "All Risk" (Special Perils) coverage form, with limits equal to the completed value of the project and no coinsurance penalty provisions. *(If Required – Typical for vertical construct projects)*
- g. PROFESSIONAL LIABILITY/ERRORS AND OMISSIONS INSURANCE of not less than the limits of *(If Required – Typical for Design/Build projects)* ONE MILLION DOLLARS (\$1,000,000) per occurrence and ONE MILLION DOLLARS (\$2,000,000) policy aggregate.
- h. POLLUTION LEGAL LIABILITY / ASBESTOS LEGAL LIABILITY INSURANCE of not less than the limits of *(If Required – Typical for environmentally hazardous conditions or work)* ONE MILLION DOLLARS (\$1,000,000) per occurrence and ONE MILLION DOLLARS (\$2,000,000) policy aggregate.

*****Endorsements for your CGL coverage MUST be scheduled to the City of Antioch as "The City and its officers, officials, employees and agents". Blanket insurance coverage is not acceptable and contract will not be executed until this is achieved. Required endorsements (or their equivalents) for CGL coverage: CG 20 10, CG 20 37 (for construction projects) and CG 24 04*****

Signature of Bidder/Title

Date

END OF ACKNOWLEDGEMENT OF INSURANCE REQUIREMENTS



ULTRA SPEC® 500

INTERIOR LATEX PRIMER

N534

Features

- Excellent hiding
- Spatter resistant
- Zero VOC
- Low odor
- Qualifies for LEED® v4 credit
- Quick dry
- Easy application
- Soap and water clean up
- MPI Approved

Recommended For

Interior wall and ceiling surfaces in commercial and institutional environments. For new or previously painted interior wallboard, cured masonry, cured plaster and non-bleeding woods. Also can be used on primed or previously painted metal in addition to under wallcoverings for easy positioning and removal.

General Description

A professional-quality interior waterborne primer based on a proprietary acrylic resin. It qualifies for LEED® v4 credit and passes the most stringent environmental standards.

Limitations

- Do not apply when air and surface temperatures are below 50 °F (10 °C)

Product Information

Colors — Standard:

White (00)

May be tinted with up to 2.0 fl. oz. of Benjamin Moore® Gennex® colorants per gallon.

— Tint Bases:

NA

— Special Colors:

Contact your Benjamin Moore representative.

Certifications & Qualifications:

VOC compliant in all regulated areas

Zero VOC

Class A (0-25) over non-combustible surfaces when tested in accordance with ASTM E-84

Master Painter Institute MPI # 50, 50 X-Green™, 149, 149 X- Green™

Water Vapor Transmission: ASTM D1653 (method A): 17.5 perms



Cradle to Cradle
Certified™ Silver



Benjamin Moore's
**green
promise**

Benjamin Moore's Green Promise® designation is our company's assurance that this product meets – and often exceeds – rigorous environmental and performance criteria regarding VOCs, emissions, application, washability, scrubability and packaging, while also delivering the premium levels of performance you expect from Benjamin Moore.

Qualifies for
LEED® v4 Credit

CDPH v1
Emission Certified

Qualifies for CHPS
low emitting credit
(Collaborative for High
Performance Schools)

VOC (in any color)

YES

YES

YES

0 g/L

This Benjamin Moore product has been tested by independent third parties and meets or exceeds the published chemical restriction and performance criteria of the **Green Seal™ GS-11 2015 standard**

Technical Assistance

Available through your local authorized independent Benjamin Moore retailer. For the location of the retailer nearest you, call 1-866-708-9180 or visit www.benjaminmoore.com

Technical Data◇

White

Vehicle Type Acrylic Copolymer

Pigment Type Titanium Dioxide

Volume Solids 30 ± 2%

Coverage per Gallon at Recommended Film Thickness 350 – 400 sq. ft

Recommended Film Thickness
– Wet 4.3 mils
– Dry 1.4 mils

Depending on surface texture and porosity. Be sure to estimate the right amount of paint for the job. This will ensure color uniformity and minimize the disposal of excess paint.

Dry Time @ 77 °F
(25 °C) @ 50% RH
– To Touch 1 Hour
– To Recoat 2 – 3 Hours

Painted surfaces can be washed after two weeks. High humidity and cool temperatures will result in longer dry, recoat and service times.

Dries By Coalescence

Viscosity 93 ± 3 KU

Flash Point N/A

Gloss / Sheen Flat (3 – 8 @ 85°)

Surface Temperature at Application
– Min. 50 °F
– Max. 90 °F

Thin With See Chart

Clean Up Thinner Clean Water

Weight Per Gallon 11.64 lbs.

Storage Temperature
– Min. 40 °F
– Max. 90 °F

Volatile Organic Compounds (VOC)

0 Grams/Liter 0 Lbs./Gallon

Zero VOC post tint (any color)

◇ Reported values are for White. Contact Benjamin Moore for values of other bases or colors.

Ultra Spec® 500 Interior Latex Primer N534**Surface Preparation**

Surfaces to be painted must be clean, dry, and free of dirt, dust, grease, oil, soap, wax, scaling paint, water soluble materials, and mildew. Remove any peeling or scaling paint and sand these areas to feather edges smooth with adjacent surfaces. Glossy areas should be dulled. Drywall surfaces must be free of sanding dust.

New plaster or masonry surfaces must be allowed to cure 30 days before applying base coat. Cured plaster should be hard, have a slight sheen and maximum pH of 10; soft, porous or powdery plaster indicates improper cure. Never sand a plaster surface; knife off any protrusions and prime plaster before and after applying patching compound. Poured or pre-cast concrete with a very smooth surface should be etched or abraded to promote adhesion, after removing all form release agents and curing compounds. Remove any powder or loose particles before priming. Wood substrates must be thoroughly dry.

Difficult Substrates: Benjamin Moore offers a variety of specialty primers for use over difficult substrates such as bleeding woods, grease stains, crayon markings, hard glossy surfaces, galvanized metal or other substrates where paint adhesion or stain suppression is a particular problem. Your Benjamin Moore® retailer can recommend the right problem-solving primer for your special needs.

WARNING! If you scrape, sand, or remove old paint, you may release lead dust. LEAD IS TOXIC. EXPOSURE TO LEAD DUST CAN CAUSE SERIOUS ILLNESS, SUCH AS BRAIN DAMAGE, ESPECIALLY IN CHILDREN. PREGNANT WOMEN SHOULD ALSO AVOID EXPOSURE. Wear a NIOSH approved respirator to control lead exposure. Clean up carefully with a HEPA vacuum and a wet mop. Before you start, find out how to protect yourself and your family by contacting the National Lead Informational Hotline at 1-800-424-LEAD or log on to www.epa.gov/lead

Primer/Finish Systems

New surfaces should be fully primed, and previously painted surfaces may be primed or spot primed as necessary. For best hiding results, tint the primer to the approximate shade of the finish coat, especially when a significant color change is desired. **Special Note:** Certain custom colors require a Deep Color Base Primer tinted to a special prescription formula to achieve the desired color. Consult your retailer or a Benjamin Moore representative.

Wood, and engineered wood products:

Primer: Ultra Spec® 500 Interior Latex Primer (N534) or Fresh Start® Multi-Purpose Oil Based Primer (024)

Finish: 1 or 2 coats of the Ultra Spec® 500 interior finish of your choice.

Drywall:

Primer: Ultra Spec® 500 Interior Latex Primer (N534)

Finish: 1 or 2 coats of the Ultra Spec® 500 interior finish of your choice.

Plaster (Cured):

Primer: Ultra Spec® 500 Interior Latex Primer (N534) or Fresh Start® Multi-Purpose Latex Primer (N023)

Finish: 1 or 2 coats of the Ultra Spec® 500 interior finish of your choice.

Rough or Pitted Masonry:

Primer: Ultra Spec® Masonry Interior/Exterior Hi-Build Block Filler (571)

Finish: 1 or 2 coats of the Ultra Spec® 500 interior finish of your choice.

Smooth Poured or Precast Concrete:

Primer: Ultra Spec® Masonry Interior / Exterior 100% Acrylic Masonry Sealer (608)

Finish: 1 or 2 coats of the Ultra Spec® 500 interior finish of your choice.

Ferrous Metal (Steel and Iron):

Primer: Ultra Spec® HP Acrylic Metal Primer (HP04) or Super Spec HP® Alkyd Metal Primer (P06)

Finish: 1 or 2 coats of the Ultra Spec® 500 interior finish of your choice.

Non-Ferrous Metal (Galvanized & Aluminum): All new metal surfaces must be thoroughly cleaned with an Oil & Grease Emulsifier Corotech® V600 to remove contaminants. New shiny non-ferrous metal surfaces that will be subject to abrasion should be dulled with very fine sandpaper or a synthetic steel wool pad to promote adhesion.

Primer: Ultra Spec® HP Acrylic Metal Primer (HP04)

Finish: 1 or 2 coats of the Ultra Spec® 500 interior finish of your choice.

Repaint, All Substrates: Prime bare areas with the primer recommended for the substrate above.

Application

Stir thoroughly before use. Apply one or two coats. For best results, use a Benjamin Moore® Professional custom-blended nylon/polyester brush, Benjamin Moore® Professional roller, or a similar product. This product can also be sprayed.

Conditioning with Benjamin Moore® 518 Extender may be necessary under certain conditions to adjust open time or spray characteristics. The chart below is for general guidance		
	Mild conditions	Severe conditions
	Humid (RH> 50%) with no direct sunlight & with little to no wind	Dry (RH<50%), in direct sunlight, or windy conditions
Brush: Nylon / Polyester	No thinning necessary	Add 518 Extender or water: Max of 8 fl. oz. to a gallon of paint Never add other paints or solvents.
Roller: Premium Quality 3/8" roller cover		
Spray: Airless Pressure: 1500 -2500 psi Tip: 0.013-0.017		

Thinning/Clean up

Thinning is unnecessary, but if required to obtain desired application properties, a small amount of clean water may be added. Never add other paints or solvents.

Cleanup: Use soap and water. Spray equipment should be given a final rinse with mineral spirits to prevent corrosion.

USE COMPLETELY OR DISPOSE OF PROPERLY. Dry empty containers may be recycled in a can recycling program. Local disposal requirements vary; consult your sanitation department or state-designated environmental agency on disposal options.

Environmental, Health & Safety Information

Use only with adequate ventilation. Do not breathe spray mist or sanding dust. Ensure fresh air entry during application and drying. Avoid contact with eyes and prolonged or repeated contact with skin. Avoid exposure to dust and spray mist by wearing a NIOSH approved respirator during application, sanding and clean up. Follow respirator manufacturer's directions for respirator use. Close container after each use. Wash thoroughly after handling.



WARNING Cancer and Reproductive Harm—
www.P65warnings.ca.gov

FIRST AID: In case of eye contact, flush immediately with plenty of water for at least 15 minutes; for skin, wash thoroughly with soap and water. If symptoms persist, seek medical attention. If you experience difficulty breathing, leave the area to obtain fresh air. If continued difficulty is experienced, get medical attention immediately.

IN CASE OF SPILL – Absorb with inert material and dispose of as specified under "Clean up".

**KEEP OUT OF REACH OF CHILDREN
PROTECT FROM FREEZING**

**Refer to Safety Data Sheet for additional
health and safety information.**



COMMAND™

WATERBORNE ACRYLIC URETHANE SATIN V392

Features

- For light-to-moderate industrial, commercial and select residential use
- Interior/Exterior use
- Low temperature application
- Block resistant
- Multi-surface application
- Fast return-to-service
- Satin finish

Recommended For

Galvanized and other non-ferrous metals, concrete, masonry, wood, fiberglass, in addition to properly prepared ferrous metals, drywall and plaster. Corotech® Command™ is designed for use on handrails, shelving, doors, floors, stairs, ramps, safety markers, curbs, cabinets, awnings, shutters, molding, piping, and more.

General Description

Corotech® COMMAND™ is an extremely durable, single-component, multi-substrate solution to help you save time and tackle multiple jobs with confidence. This interior/exterior, UV-resistant acrylic urethane enamel provides superior adhesion and abrasion resistance on a variety of substrates, and is ideal for facility maintenance and property management applications where minimal maintenance disruptions and quick returns to service are required.

Limitations

- Do not apply if material, substrate or ambient temperature is below 35 °F (1.7 °C) - Relative humidity should be below 90%.
- Not intended as a whole house exterior paint over wood
- Not for immersion service.
- Not recommended for coating over Kynar® or similar finishes.

Product Information

Colors — Standard:

White (01), Bronzestone (62), Black (80)

— Tint Bases:

Benjamin Moore® Gennex® bases 1X, 2X, 3X & 4X

— Special Colors:

Contact your retailer

Certification & Qualifications:

The products supported by this data sheet contain a maximum of 150 grams per liter VOC / VOS (1.25 lbs. /gal.) excluding water & exempt solvents.

VOC REGION	COMPLIANT
FEDERAL	YES
OTC	YES
OTCII	NO
CARB	YES
CARB07	NO
UTAH	NO
AZMC	YES
SCAQMD	NO

Technical Assistance:

Available through your local authorized independent Benjamin Moore retailer. For the location of the retailer nearest you, call 1-866-708-9180 or visit www.benjaminmoore.com

Technical Data◇

Base 1

Vehicle Type	Acrylic Urethane
Pigment Type	Titanium Dioxide
Volume Solids	40.5 ± 1.0%
Coverage per Gallon at Recommended Film Thickness	350 – 450 Sq. Ft.
Recommended Film Thickness	– Wet 3.5 – 4.7 mils – Dry 1.4 – 1.9 mils
Depending on surface texture and porosity	
Dry Time @ 77 °F (25 °C) @ 50% RH	– Tack Free 15 Minutes
	– Block-Resistant 1 Hour
	– To Recoat 1 Hour
	– Return to Service 24 Hours
High humidity and cool temperatures will result in longer dry, recoat and service times.	
Dries By	Evaporation
Viscosity	87 ± 3 KU
Flash Point	200 °F or Greater (TT-P-141, Method 4293)
Gloss / Sheen	Satin (20 – 30 @ 60°)
Surface Temperature at Application	– Min. 35 °F – Max. 100 °F
Thin With	Water
Clean Up Thinner	Warm, Soapy Water
Weight Per Gallon	10.7 lbs.
Storage Temperature	– Min. 40 °F – Max. 95 °F

Volatile Organic Compounds (VOC)

138 Grams/Liter 1.15 Lbs./Gallon

◇ Reported values are for Base 1. Contact retailer for values of other bases or colors.

COMMAND™ Waterborne Acrylic Urethane - Satin V392**Surface Preparation**

Prior to painting any surface, remove all grease, dirt and other surface contamination by applying a solution of Corotech® Oil & Grease Emulsifier V600. Remove all remaining loose paint, rust and mill scale via Hand Tool Cleaning (SSPC-SP2) or Power Tool cleaning (SSPC-SP3). Fill holes and cracks and sand smooth. Glossy surfaces must be fully deglossed. Moderate to heavily rusted areas must be thoroughly prepared and active rust should be properly removed.

Ferrous Metal: Remove any active rusted areas according to the surface preparation instructions. Apply one coat of Corotech® Acrylic Metal Primer V110 prior to top coating.

Non-Ferrous Metal (Galvanized & Aluminum): Galvanized steel normally comes from the mill chemically treated or passivated, to prevent white rusting or oxidation of the galvanized surface during the time it is being stored or shipped to the job site. Due to this, the surface must be thoroughly cleaned with Corotech® Oil & Grease Emulsifier V600 or solvent wiping in accordance with SSPC-SP1 prior to coating. Prime properly prepared surfaces with Acrylic Metal Primer V110, Waterborne Bonding Primer V175 or apply 1-2 coats of COMMAND™ direct.

Wood Surfaces: For best results, prime bare spots and new wood with a quality acrylic primer. Apply one or two finish coats of COMMAND™ as needed. COMMAND™ can also be used as a self-sealing topcoat, however may dry to an uneven finish on some species of wood.

Dry Wall and Plaster: Prime new drywall and **fully cured** plaster with a quality acrylic primer. Apply one or two finish coats as needed.

Concrete Surfaces: Allow new concrete to age for a minimum of 30 days. New or old unpainted concrete should be etched with a concrete etch solution and then rinsed thoroughly with water. Be sure to follow the manufacturer's instructions when mixing and using solution. (Protect skin and eyes by wearing rubber gloves and goggles.) Rinse surface thoroughly with clean water. Allow surface to dry completely before coating. Old painted concrete should be fully cleaned and sanded if necessary.

Glossy Surfaces: Glossy surfaces must be deglossed to obtain a surface profile prior to coating. The preferred method is thoroughly sanding the surface area. Areas that cannot be properly deglossed should be primed with Corotech® Waterborne Bonding Primer V175 prior to finish coating.

WARNING! If you scrape, sand, or remove old paint, you may release lead dust. LEAD IS TOXIC. EXPOSURE TO LEAD DUST CAN CAUSE SERIOUS ILLNESS, SUCH AS BRAIN DAMAGE, ESPECIALLY IN CHILDREN. PREGNANT WOMEN SHOULD ALSO AVOID EXPOSURE. Wear a NIOSH approved respirator to control lead exposure. Clean up carefully with a HEPA vacuum and a wet mop. Before you start, find out how to protect yourself and your family by contacting the National Lead Informational Hotline at 1-800-424-LEAD or log on to www.epa.gov/lead

Application

Mix the product thoroughly before application. The use of a low speed drill mixer is recommended.

Thin with Water only.

Airless Spray:

Tip range between .015 and .019.

Total fluid output pressure at tip should not be less than 2400 psi.

Air Spray (Pressure Pot):

DeVilbiss MBC or JGA gun, with 704 or 765 air cap and Fluid Tip E.

Brush: Synthetic Bristle only.

Roller: ½" nap or finer for smooth surfaces.

NOTE: Do not allow material to remain in hoses, gun or spray equipment. Thoroughly flush all equipment with recommended thinner. Do not apply if material, substrate or ambient temperature is below 35 °F (1.7 °C). Relative humidity should be below 90%. Do not apply if within 5 degrees of dew point or if rain is expected within 4 hours of application.

Clean Up

Clean with warm, soapy water.

USE COMPLETELY OR DISPOSE OF PROPERLY. Dry empty containers may be recycled in a can recycling program. **Local disposal requirements vary; consult your sanitation department or state-designated environmental agency on disposal options.**

Environmental Health & Safety Information**WARNING!**

CAUTION: All floor coatings may become slippery when wet. Where non-skid characteristics are desired, use an appropriate anti-slip aggregate.

Possible birth defect hazard. Contains, **Carbamic acid, 1H-benzimidazol-2-yl-, methyl ester**, which may cause birth defects based on animal data.

Use only with adequate ventilation. Do not breathe vapors, spray mist or sanding dust. Ensure fresh air entry during application and drying. Avoid contact with eyes and prolonged or repeated contact with skin. May cause allergic skin reaction. Avoid exposure to dust and spray mist by wearing a NIOSH approved respirator during application, sanding and clean up. Follow respirator manufacturer's directions for respirator use. Close container after each use. Wash thoroughly after handling.



WARNING: Cancer and Reproductive Harm—
www.P65warnings.ca.gov

WARNING: This product contains isothiazolinone compounds at levels of <0.1%. These substances are biocides commonly found in most paints and a variety of personal care products as a preservative. Certain individuals may be sensitive or allergic to these substances, even at low levels.

FIRST AID: In case of eye contact, flush immediately with plenty of water for at least 15 minutes; for skin, wash thoroughly with soap and water. If symptoms persist, seek medical attention. If you experience difficulty breathing, leave the area to obtain fresh air. If continued difficulty is experienced, get medical attention immediately.

IN CASE OF SPILL – Absorb with inert material and dispose of as specified under "Clean Up".

**KEEP OUT OF REACH OF CHILDREN
PROTECT FROM FREEZING**

**Refer to Safety Data Sheet for additional
health and safety information.**



HP | HIGH PERFORMANCE

HP1550

Concrete and Metal Epoxy Primer

General Description

HP1550 Concrete and Metal Epoxy Primer is a two component penetrating epoxy sealer. This product is formulated for use on clean, rusted steel where extensive surface preparation is needed, but not possible. The penetrating properties and extended dry time of HP1550 provides a method of reinforcing rusty steel surfaces, ensuring adhesion of subsequent coatings. This product also exhibits excellent penetration and sealing of masonry substrates and can also be used as a barrier coat when applying high performance coating systems over existing alkyd coatings. This is a two-component product that requires 3 parts of the proper "A" component mixed with 1 part of part "B" catalyst. The components are already premeasured to the proper mix ratio. No measuring required. Do not mix partial kits.

- Low viscosity, penetrating formula
- Bonds to tightly adhered rust
- Seals bare and previously coated surfaces
- 100% solids formula

Usage

Designed for the reinforcement of rusted steel, "white rusted" galvanized metal, and masonry. HP1550 Concrete and Metal Epoxy Primer seals loose edges and crevices, pinholes and other surface imperfections.

Colors	Clear (00)
Colorant System	Do Not Tint

Technical Data

Resin	Epoxy
Volume Solids (mixed)	100%
Spread Rate	500 – 800 Sq. Ft. (Concrete)
Per Gallon	800 – 1200 Sq. Ft. (Metal/Previously Coated)
Recommended	Wet/ (Concrete)
Film Thickness	Dry: 1.3 – 2.0 mils (Metal/Previously Coated)

Depending on surface texture and porosity.

Dry Time @ 77 °F	To Touch:	12 hours
(25 °C) @ 50% RH	To Recoat:	12 hours

SERVICE TIME: Light Industrial Use: 72 Hours

Moderate to Heavy Industrial Use: 5 – 7 days

Recoat after 72 hours: Abrade the surface to ensure proper inter-coat adhesion.

High humidity and cool temperatures will result in longer dry, recoat and cure times.

Surface Temperature	Min:	50 °F
During Application	Max:	90 °F

Viscosity 30 – 50 seconds (#2 Zahn Cup)

Flash Point 135 °F (TT-P-141, Method 4293)

Clean Up HP7040

Thinner Do Not Thin

Mixed Ratio (by volume) 3 : 1

Induction time @ 77 °F (25 °C) 30 minutes

Pot Life @ 77 °F (25 °C) 3 – 4 hours

Weight Per Gallon (mixed) 9 lbs.

Storage Temperature	Min:	45 °F
	Max:	95 °F

VOC (Catalyzed) 23 g/L 0.19 lbs./gal

Surface Preparation

Surfaces must be clean, dry and free of all grease, dirt, dust, oil and wax. Clean all surfaces using HP6000 Oil & Grease Emulsifier. Remove all remaining loose paint, rust and mill scale via Hand Tool Cleaning (SSPC-SP 2) or Power Tool cleaning (SSPC-SP 3). Fill holes and cracks and sand smooth. Glossy surfaces must be fully deglossed. Moderate to heavily rusted areas must be thoroughly prepared and active rust should be properly removed.

All masonry surfaces must be allowed to cure a minimum of 30 days before painting. Acid etch or mechanically abrade all slick, glazed concrete or concrete with laitance. For acid etching, follow ASTM D4260 and manufacturer's directions and safety instructions. Follow ASTM D4259 for creating a surface profile by abrasion. Rinse thoroughly and allow to dry.

Previously Painted Surfaces:

Clean using HP6000 Oil & Grease Emulsifier or solvent washed as outlined above. Dull glossy surfaces by sanding. Remove all loose, flaking or peeling paint prior to application.

WARNING! If you scrape, sand, or remove old paint, you may release lead dust. LEAD IS TOXIC. EXPOSURE TO LEAD DUST CAN CAUSE SERIOUS ILLNESS, SUCH AS BRAIN DAMAGE, ESPECIALLY IN CHILDREN. PREGNANT WOMEN SHOULD ALSO AVOID EXPOSURE. Wear a NIOSH approved respirator to control lead exposure. Clean up carefully with a HEPA vacuum and a wet mop. Before you start, find out how to protect yourself and your family by contacting the National Lead Informational Hotline at 1-800-424-LEAD or log on to www.epa.gov/lead.

Limitations

- Do not apply if material, substrate or ambient temperature is below 50 °F (10 °C) or greater than 90 °F (32 °C). Relative humidity should be below 90%.
- Do not apply if within 5 degrees of dew point or if rain is expected within 12 hours of application.

Compliance & Certifications

FEDERAL	✓
OTC	✓
OTC II	✓
CARB02	✓
CARB07	✓
CARB19	✓
UTAH	✓
AZMC	✓
SCAQMD	✓

Suitable for use in USDA inspected facilities

Mixing Instructions

This is a two-component product and is pre-proportioned for error free mixing. Mix "A" & "B" separately.

1.) Carefully empty the entire contents of HP1550.90 (Part B) into the can of HP1550.00 (Part A), scraping the sides of both parts to ensure all liquid has been added.

2.) Using a drill mixer at low speed, blend this mixture for three to five minutes until completely blended. Keep the mixing blade turning at a slow speed to minimize whipping air into material. Scrape sides of pail during the mixing process.

3.) Allow to induct for 30 minutes at 77 °F (25 °C) prior to application.

Pot Life:

3 – 4 hours at 77 °F (25 °C)

Technical Assistance

Available through your local authorized independent Benjamin Moore retailer.

call 1-866-708-9180

visit www.benjaminmoore.com

Application

Airless Spray: Apply with .009 tip and low pressure (just enough to atomize the product).

Air Spray (Preferred for appearance and film build): To minimize over spray, use low air pressure and a pot pressure of 5-10 PSI.

Brush: Natural Bristle only

Roller: Industrial Cover with Phenolic core with a ¼" nap.

Must be top-coated within 72 hours of being tack free.

NOTE: Do not allow material to remain in hoses, gun or spray equipment. Thoroughly flush all equipment with HP7040. Do not thin.

Where non-skid characteristics are desired, hand broadcast an appropriate anti-slip aggregate into the wet film then back-roll to encapsulate. HP6300 works well for opaque finishes although will be noticeable in clear finishes.

Clean Up

Wash brushes, rollers, and other painting tools with HP7040 immediately after use.

CHEMICAL RESISTANCE GUIDE (NON-IMMERSION)

Fresh Water	Excellent
Salt Water	Excellent
Acids	Good
Alkalis	Good
Solvents	Excellent
Fuel	Good
Acidic Salt Solutions	Excellent
Alkaline Salt Solutions	Excellent
Neutral Salt Solutions	Excellent

TEST DATA

Steam Resistance	Yes
Dry Heat Resistance	300 °F (148.8 °C)
Wet Heat Resistance	150 °F (65.5 °C)
Adhesion (ASTM D3359)	Pass 5A

Environmental Health & Safety Information

Causes skin irritation

Causes serious eye damage

May cause an allergic skin reaction

Suspected of causing genetic defects

May cause respiratory irritation

Obtain special instructions before use. Do not handle until all safety precautions have been read and understood. Use personal protective equipment as required. Wash face, hands and any exposed skin thoroughly after handling. Avoid breathing dust/fume/gas/mist/vapors/spray. Contaminated work clothing should not be allowed out of the workplace. Use only outdoors or in a well-ventilated area. Wear protective gloves/clothing and eye/face protection.

IF exposed or concerned: Get medical advice/attention. IF IN EYES: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing. If eye irritation persists: Get medical advice/attention. IF ON SKIN: Wash with plenty of soap and water. Take off contaminated clothing and wash before reuse. If skin irritation or rash occurs: Get medical advice/attention. IF INHALED: Remove person to fresh air and keep comfortable for breathing.

Storage: Store locked up. Store in a well-ventilated place. Keep container tightly closed.

Disposal: Dispose of contents/container to an approved waste disposal plant.

CAUTION: All floor coatings may become slippery when wet. Where non-skid characteristics are desired, use an appropriate anti-slip aggregate.



WARNING Cancer and Reproductive Harm— www.P65Warnings.ca.gov

Refer to the product label & Safety Data Sheet for product specific information.

IN CASE OF SPILL – Absorb with inert material and dispose of as specified under “Clean Up”.

FOR PROFESSIONAL USE ONLY

Refer to Safety Data Sheet for additional health and safety information.



HP | HIGH PERFORMANCE

HP1750

Waterborne Bonding Primer

General Description

HP1750 Waterborne Bonding Primer is a single-component, rust-inhibitive bonding primer suitable for use on a wide range of metal substrates. It can be used under a variety of finish coatings including alkyds, acrylics, epoxies, and urethanes. HP1750 is formulated to be used in place of traditional wash coat primers and offers a safer alternative on all projects. This product dries to a green translucent finish.

- Bonds to metal surfaces
- Accepts a wide range of top coats
- Rust inhibitive
- Adheres to glossy surfaces

Usage

Waterborne Bonding Primer is designed for use as a bonding coat on chrome, brass, copper, aluminum, galvanized metal and stainless steel. This product may also be used on ferrous metals and will offer a high degree of corrosion resistance when used with the proper topcoats. Applications over Kynar® or silicone polyester should be tested and approved by the buyer.

Colours	Translucent Green (00)
Colorant System	Do not tint

Technical Data

Vehicle	Acrylic
Pigment	Titanium Dioxide
Volume Solids	36 ± 2%
Spread Rate Per Gallon	27.9 – 37.2 sq. m. (300 – 400 Sq. Ft.)
Recommended	Wet: 4.0 – 5.3 mils
Film Thickness	Dry: 1.4 – 1.9 mils

Depending on surface texture and porosity.

Dry Time @ 25 °C	To Touch:	30 minutes
(77 °F) @ 50% RH	To Recoat:	2 hours

High humidity and cool temperatures will result in longer dry, recoat and service times.

Surface Temperature	Min:	10 °C (50 °F)
During Application	Max:	32 °C (90 °F)
Viscosity		75 ± 4 KU
Flash Point		NA
Sheen / Gloss		5 – 10 @ 60°
Clean Up		Water
Thinner		Water
Weight Per Gallon		4.6 kg (10.1 lbs.)
Storage Temperature	Min:	4.4 °C (40 °F)
	Max:	32 °C (90 °F)
VOC		< 100 g/L

Surface Preparation

All grease, oil, dirt, mildew, or any other surface contaminants must be removed using HP6000 Oil & Grease Emulsifier or SSPC-SP1 solvent cleaning.

Ferrous Metal:

All loose rust and mill scale should be removed prior to applying this product. A minimum of SSPC-SP6 Commercial Blast or abrasive blasting is recommended for severe environmental exposures. Small areas may be cleaned in accordance with SSPC-SP2 Hand Tool Cleaning or SSPC-SP3 Power Tool Cleaning or SSPC-SP13 Power Tool Cleaning to bare metal. Tightly adhering rust may be coated over provided the surface is intended for use in mild atmospheric exposures.

Non-Ferrous Metal (Galvanized, Aluminum, etc.):

Remove surface contaminants using HP6000 Oil & Grease Emulsifier or SSPC-SP1 solvent cleaning.

Previously Painted Surfaces:

Clean using HP6000 Oil & Grease Emulsifier or solvent washed as outlined above. Dull glossy surfaces by sanding. Remove all loose, flaking or peeling paint prior to application.

WARNING! If you scrape, sand, or remove old paint, you may release lead dust. LEAD IS TOXIC. EXPOSURE TO LEAD DUST CAN CAUSE SERIOUS ILLNESS, SUCH AS BRAIN DAMAGE, ESPECIALLY IN CHILDREN. PREGNANT WOMEN SHOULD ALSO AVOID EXPOSURE. Wear a NIOSH approved respirator to control lead exposure. Clean up carefully with a HEPA vacuum and a wet mop. Before you start, find out how to protect yourself and your family by logging onto Health Canada @ <https://www.canada.ca/en/health-canada/services/environmental-workplace-health/environmental-contaminants/lead/lead-information-package-some-commonly-asked-questions-about-lead-human-health.html>

Limitations

- Not recommended for floor applications
- Not recommended for immersion service
- Do not apply if material, substrate or ambient temperature is below 10 °C (50 °F) and with humidity levels less than 85%.

Compliance & Certifications

Eligible for LEED® v4	✓
CDPH Emissions Certified	✓
Eligible for CHPS low emitting credit (Collaborative for High Performance Schools)	✓

Class A (0-25) over non-combustible surfaces when tested in accordance with ASTM E-84.

Meets CISC/CPMA 1-73a and CISC/PMA 2-75 Specifications

This product has been approved by CFIA (Canadian Food Inspection Agency) for use in Food Processing Facilities.

Application

Stir thoroughly before and occasionally during use. Thinning is not required although a small amount of water (up to 236 mL / 8 fl. oz. per 3.79 L) may be added for preferred application properties.

For best results, use a Benjamin Moore® Professional custom-blended nylon/polyester, Benjamin Moore® Professional roller, or a similar product. This product can also be sprayed.

Spray, Airless:

Pressure /1,500 – 2,500 PSI
Tip / 0.013 – 0.017

Air Spray (Pressure Pot):

704 or 765 air cap and Fluid Tip E

NOTE: Do not apply if material, substrate or ambient temperature is below 10 °C (50 °F) or above 32 °C (90 °F) Relative humidity should be below 90% Do not apply if within 5 degrees of dew point or if rain is expected within 12 hours of application

Technical Assistance

Available through your local authorized independent Benjamin Moore retailer.

call 1-866-708-9180
visit www.benjaminmoore.ca

Clean Up

Clean all equipment immediately after using with soap and water. Spray equipment should be given a final rinse with mineral spirits to prevent corrosion.

USE COMPLETELY OR DISPOSE OF PROPERLY USE COMPLETELY OR DISPOSE OF PROPERLY. Dry empty containers may be recycled in a can-recycling program. Local disposal requirements vary; consult your sanitation department or provincial-designated environmental agency on disposal options.

TEST DATA	
Dry Heat Resistance	93.3 °C (200 °F)
Wet Heat Resistance	65.5 °C (150 °F)
Adhesion (ASTM D3359)	Pass 5B

Environmental Health & Safety Information

Use only in a well ventilated area. Keep container closed when not in use. In case of spillage, absorb with inert material and dispose of in accordance with local regulations. Wash thoroughly after handling.

**KEEP OUT OF REACH OF CHILDREN
PROTECT FROM FREEZING
FOR PROFESSIONAL USE ONLY**

**Refer to Safety Data Sheet for additional health
and safety information.**



HP | HIGH PERFORMANCE

HP4000

Polyamide Epoxy

General Description

HP4000 Polyamide Epoxy is a multi-use coating designed for machinery, floors, structural steel, walls, and other substrates in industrial and commercial environments requiring a durable coating in severe environments. Excellent for use on concrete, masonry, ferrous metals, non-ferrous and galvanized metal. This is a two-component product that requires 1 part of the proper "A" component mixed with 1 part of part "B" catalyst. The components are already premeasured to the proper mix ratio. No measuring required. Do not mix partial kits.

- Cross-linked film for toughness and durability
- Chemical- and solvent- resistant
- Suitable for immersion

Usage

Designed for coating items including tanks, machinery, floors, structural members, walls and other industrial and commercial substrates requiring a durable and resistant finish. The base component dictates the color of the mixed kit, while the catalyst determines the gloss and film build level.

Colors	Clear (00), Safety Yellow (10), Safety Red (20), Silver Gray (70), Battleship Gray (75), Black (80)
Bases	7B, 8B, 9B
Colorant System	Industrial
Catalyst	90 (Gloss), 91 (Semi-Gloss), 92 (High-Build)

Technical Data (Gloss)

Resin	Polyamide epoxy	
Volume Solids (mixed)	62 ± 2% (Gloss, Semi-Gloss)	66 ± 2% (High-Build)
Spread Rate Per Gallon	400 – 500 Sq. Ft. (Gloss, Semi-Gloss) 200 – 250 Sq. Ft. (High-Build)	
Recommended Film Thickness	Wet: Gloss/Semi-Gloss 3.2 – 4.0 mils High Build 6.4 – 8.0 mils Dry: Gloss/Semi-Gloss 2.0 – 2.5 mils High Build 4.2 – 5.3 mils	

Depending on surface texture and porosity.

Dry Time @ 77 °F (25 °C) @ 50% RH	To Touch:	6 hours
	To Recoat:	10 – 12 hours
	Foot Traffic:	24 – 48 hours

SERVICE TIME: Light Industrial Use: 72 Hours.

Moderate to Heavy Industrial Use: 7 days

Recoat after 72 hours: Abrade the surface to ensure proper inter-coat adhesion.

Surface Temperature	Min:	45 °F
During Application	Max:	100 °F
Viscosity		80 ± 8 KU
Flash Point		80 °F (TT-P-141, Method 4293)

Sheen / Gloss	Gloss:	85+ @ 60°
	Semi-Gloss:	40 – 50 @ 60°
	High-Build:	65 – 75 @ 60°

Clean Up	HP7040	
Thinner	Do Not Thin	
Mixed Ratio (by volume)	1 : 1	
Induction time @ 77 °F (25 °C)	30 minutes	
Pot Life @ 77 °F (25 °C)	7 hours	
Weight Per Gallon (mixed)	10.7 – 11.5 lbs.	
Storage Temperature	Min:	45 °F
	Max:	95 °F
VOC (Catalyzed)	324 g/L	2.7 lbs./gal

Surface Preparation

Surfaces must be clean, dry and free of all grease, dirt, dust, oil and wax. Clean all surfaces using HP6000 Oil & Grease Emulsifier. Remove all remaining loose paint, rust and mill scale via Hand Tool Cleaning (SSPC-SP 2) or Power Tool cleaning (SSPC-SP 3). Fill holes and cracks and sand smooth. Glossy surfaces must be fully deglossed. Moderate to heavily rusted areas must be thoroughly prepared and active rust should be properly removed.

All masonry surfaces must be allowed to cure a minimum of 30 days before painting. Acid etch or abrasive blast all slick, glazed concrete or concrete with laitance. For acid etching, follow all manufacturer's directions and safety instructions. Rinse thoroughly and allow to dry.

WARNING! If you scrape, sand, or remove old paint, you may release lead dust. LEAD IS TOXIC. EXPOSURE TO LEAD DUST CAN CAUSE SERIOUS ILLNESS, SUCH AS BRAIN DAMAGE, ESPECIALLY IN CHILDREN. PREGNANT WOMEN SHOULD ALSO AVOID EXPOSURE. Wear a NIOSH approved respirator to control lead exposure. Clean up carefully with a HEPA vacuum and a wet mop. Before you start, find out how to protect yourself and your family by contacting the National Lead Informational Hotline at 1-800-424-LEAD or log on to www.epa.gov/lead.

Primer Systems

Ferrous Metal: HP1550 Concrete and Metal Epoxy Primer is recommended in areas where adequate surface preparation is not possible. In highly corrosive areas where additional rust inhibitive qualities are required, prime with one coat of HP4600 Epoxy Mastic.

Galvanized, Aluminum and Non-Ferrous Metals:

Prime new or un-rusted metal with HP1100 Acrylic Metal Primer or HP1750 Waterborne Bonding Primer. **Weathered galvanized** should be primed with HP1550 Concrete and Metal Epoxy Primer.

Concrete and Masonry: Prime concrete with one coat of HP1550 Concrete and Metal Epoxy Primer, HP1560 Quick Set Epoxy Floor Sealer or HP4000 can also be used.

Previously Painted Surfaces: HP4000 can be applied over most old industrial finishes in good condition. Test patches are recommended to check for wrinkling or lifting of existing coatings. HP1550 Concrete and Metal Epoxy Primer may be used as a barrier coat over all existing coatings.

Compliance & Certifications

FEDERAL	✓
OTC	✓
OTC II	✗
CARB02	✓
CARB07	✓
CARB19	✗
UTAH	✗
AZMC	✓
SCAQMD	✗

MPI	82 (when used with anti-slip)
	108 & 177 (Semi-Gloss Catalyst)
	98 (High-Build Catalyst)

Suitable for Use in USDA Inspected Facilities

Mixing Instructions

This is a two-component product and is pre-proportioned for error free mixing. Mix "A" & "B" separately.

1.) Carefully empty the entire contents of HP4000 Part B and the contents of HP4000 Part A component resin into a separate metal pail, large enough to hold both Part A and Part B, scraping the sides of both parts to ensure all liquid has been added.

2.) Using a drill mixer at low speed, blend this mixture for three to five minutes until completely blended. Keep the mixing blade turning at a slow speed to minimize whipping air into material. Scrape sides of pail during the mixing process.

3.) Allow to induct for 30 minutes at 77 °F (25 °C) prior to application.

Pot Life:

7 hours at 77 °F (25 °C)
14 hours at 50 °F (10 °C)
3 hours at 100 °F (38 °C)

Limitations

- This product will not cure at surface temperatures below 45 °F (7.2 °C).
- This product will amber and chalk if exposed to sunlight. Where color and gloss retention is important, top-coating will be necessary.

Technical Assistance

Available through your local authorized independent Benjamin Moore retailer.

call 1-866-708-9180
visit www.benjaminmoore.com

Application

Airless Spray (Preferred Method): Tip range between .015 and .019. Total fluid output pressure at tip should not be less than 2000 psi.

Air Spray (Pressure Pot): 704 or 765 air cap and Fluid Tip E.

Brush: Natural Bristle only

Roller: Industrial Cover with Phenolic core. ¼" – ½" nap.

NOTE: Do not allow material to remain in hoses, gun or spray equipment. Thoroughly flush all equipment with HP7040. Do not thin.

Special Note: To ensure complete clarity of HP4000.00 Clear, this item should only be catalyzed with HP4000.90 Gloss Catalyst. The use of the Semi-Gloss Catalyst (HP4000.91) will give the clear a hazy look.

Where non-skid characteristics are desired, hand broadcast an appropriate anti-slip aggregate into the wet film then back-roll to encapsulate. HP6300 works well for opaque finishes although will be noticeable in clear finishes.

All epoxy coatings will chalk and fade if applied on exterior surfaces subjected to direct sunlight. All epoxies tend to yellow. Where color and gloss retention is important, top-coating will be necessary. HP4000 will stain with prolonged exposure to some solvents and chemicals or in kennels if exposed to animal waste. This staining will not affect the durability or protective qualities of the coating. Do not apply if material, substrate or ambient temperature is below 45 °F (7.2 °C). Relative humidity should be below 90%. Do not apply if within 5 degrees of dew point or if rain is expected within 12 hours of application.

CHEMICAL RESISTANCE GUIDE (NON-IMMERSION)

Fresh Water	Excellent
Salt Water	Excellent
Acids	Good
Alkalis	Good
Solvents	Excellent
Fuel	Good
Acidic Salt Solutions	Excellent
Alkaline Salt Solutions	Excellent
Neutral Salt Solutions	Excellent

TEST DATA

Flexibility (ASTM D1737)	Pass 3/16" Mandrel
Sag Resistance (w/-90B)	Passes 8+ mils
Sag Resistance (w/-91B)	Passes 8+ mils
Sag Resistance (w/92B)	Passes 16+ mils
Steam Resistance	Yes
Dry Heat Resistance	300 °F (148.8 °C)
Wet Heat Resistance	150 °F (65.5 °C)
Adhesion (ASTM D3359)	Pass 5B
Humidity (ASTM D4585) (2 coats / 1000 Hours)	Face Corrosion: None Face Blistering: None Rating: 10, Rust: 0.00%
Salt Spray (ASTM B117) (2 coats / 1000 Hours)	Face Corrosion: None Face Blistering: None Rating: 10, Rust: 0.00%

Clean Up

Wash brushes, rollers, and other painting tools with HP7040 Epoxy Thinner immediately after use. Do not allow material to remain in hoses, gun or spray equipment. Thoroughly flush all equipment with HP7040.

Environmental Health & Safety Information

Harmful if swallowed

Harmful if inhaled

Causes skin irritation

Causes serious eye damage

May cause allergy or asthma symptoms or breathing difficulties if inhaled

May cause an allergic skin reaction

May cause genetic defects

Suspected of causing cancer

Suspected of damaging fertility or the unborn child

May cause respiratory irritation

May cause drowsiness or dizziness

Causes damage to organs through prolonged or repeated exposure

May be fatal if swallowed and enters airways

Flammable liquid and vapor

Prevention: Obtain special instructions before use. Do not handle until all safety precautions have been read and understood. Use personal protective equipment as required. Wash face, hands and any exposed skin thoroughly after handling. Do not eat, drink or smoke when using this product. Use only outdoors or in a well-ventilated area. In case of inadequate ventilation wear respiratory protection. Contaminated work clothing should not be allowed out of the workplace. Wear protective gloves. Do not breathe dust/fume/gas/mist/vapors/spray. Keep away from heat, hot surfaces, sparks, open flames and other ignition sources. No smoking. Keep container tightly closed. Ground and bond container and receiving equipment. Use only non-sparking tools. Take action to prevent static discharges. Keep cool.

Response: IF exposed or concerned: Get medical advice/attention. IF IN EYES: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do.

Continue rinsing. Immediately call a POISON CENTER or doctor/physician. If skin irritation or rash occurs: Get medical advice/attention. IF ON SKIN (or hair):

Remove/Take off immediately all contaminated clothing. Rinse skin with water/shower. Wash contaminated clothing before reuse. IF INHALED: Remove

person to fresh air and keep comfortable for breathing. If experiencing respiratory symptoms: Call a POISON CENTER or doctor. IF

SWALLOWED: Immediately call a POISON CENTER or doctor/physician. Do NOT induce vomiting. Rinse mouth. In case of fire: Use CO₂, dry chemical, or foam for extinction.

Storage: Store locked up. Store in a well-ventilated place. Keep container tightly closed.

Disposal: Dispose of contents/container to an approved waste disposal plant.

CAUTION: All floor coatings may become slippery when wet. Where non-skid characteristics are desired, use an appropriate anti-slip aggregate.

IMPORTANT: Designed to be mixed with other components. Mixture will have hazards of all components. Before opening packages, read all warning labels. Follow all precautions.



WARNING Cancer and Reproductive Harm— www.P65Warnings.ca.gov

Refer to the product label & Safety Data Sheet for product specific information.

IN CASE OF SPILL – Absorb with inert material and dispose of as specified under "Clean Up".

**FOR PROFESSIONAL USE ONLY
KEEP OUT OF REACH OF CHILDREN**

**Refer to Safety Data Sheet for additional health
and safety information.**



HP | HIGH PERFORMANCE

HP4300

100% Solids Epoxy

General Description

HP4300 100% Solids Epoxy is a two-component, high-build epoxy. It is formulated for use as a one or two coat application on interior concrete floors subjected to heavy traffic and aggressive chemicals. HP4300 is self-leveling and will effectively fill minor defects and cracks to create a smooth finish. This product is intended for use by professional contractors, knowledgeable in the use of these types of coating systems. This is a two-component product with a mix ratio of 2 : 1 for ready mix colors and 1.66 : 1 for the clear. The kit components are already premeasured to the mix ratio. No measuring required. Do not mix partial kits.

- Self-leveling
- Heavy-duty floor coating
- High-build gloss finish
- Ideal for shot-blasted and scarified floors

Usage

HP4300 100% Solids Epoxy Floor Coating is designed for use on bare or previously coated concrete – interior floor applications only. This product will amber and chalk if exposed to ultraviolet light.

Colors	Clear (00), White (01),
	Terracotta (22), Sandstone (52),
Colorant System	Silver Gray (70), Battleship Gray (75)
	Do Not Tint

Technical Data

Resin	Epoxy
Pigment	Titanium Dioxide
Volume Solids (mixed)	99 ± 2%
Spread Rate Per Gallon	100 – 150 Sq. Ft.
Recommended Film Thickness	Wet / Dry: 10 – 15 mils
Depending on surface texture and porosity.	
Dry Time @ 77 °F	To Touch: 6 hours
(25 °C) @ 50% RH	To Recoat: 12 – 24 hours
SERVICE TIME: Light Industrial Use: 24 hours.	
Moderate to Heavy Industrial Use: 72 hours	
Recoat after 24 hours: Abrade the surface to ensure proper inter-coat adhesion.	
Surface Temperature	Min: 50 °F
During Application	Max: 100 °F
Viscosity	93 ± 4 KU
Flash Point	200 °F (TT-P-141, Method 4293)
Sheen / Gloss	80+ @ 60°
Clean Up	HP7040
Thinner	Do Not Thin
Mixed Ratio (by volume)	2 : 1 (Colors)
	1.66 : 1 (Clear)
Induction time @ 77 °F (25 °C)	NA
Pot Life @ 77 °F (25 °C)	30 minutes
Weight Per Gallon (mixed)	11.0 lbs.
Storage Temperature	Min: 45 °F
	Max: 95 °F
VOC (Catalyzed)	26.4 g/L 0.2 lbs./gal

Surface Preparation

Surfaces must be clean, dry and free of all grease, dirt, dust, oil and wax. Clean all surfaces using HP6000 Oil & Grease Emulsifier. Remove all remaining loose paint, rust and mill scale via Hand Tool Cleaning (SSPC-SP 2) or Power Tool cleaning (SSPC-SP 3). Fill holes and cracks and sand smooth. Glossy surfaces must be fully deglossed.

All masonry surfaces must be allowed to cure a minimum of 30 days before painting. Acid etch or mechanically abrade all slick, glazed concrete or concrete with laitance. For acid etching, follow ASTM D4260 and manufacturer's directions and safety instructions. Follow ASTM D4259 for creating a surface profile by abrasion. Rinse thoroughly and allow to dry. After the concrete floor has been prepared and allowed to dry (measuring 5% or less with a moisture meter), the bare concrete surface should resemble the texture of medium grade sandpaper (80 grit). Apply one coat of HP1550 Concrete and Metal Epoxy Primer or HP1560 Quick Set Epoxy Floor Sealer.

Application

SQUEEGEE APPLICATION:

When using a smooth/notched blade squeegee spread the ribbon of poured material by pulling the squeegee toward the applicator and spread material at a rate not to exceed 150 square feet per gallon. Apply as evenly as possible working from left to right then back again. Do not mix less than full batch/container quantities.

ROLLER APPLICATION:

Using a quality phenolic core cover, between 3/8" and 1/2" nap size, gently spread the ribbon of poured material by lightly working the material back and forth until even. Avoid overworking material; allow product to flow out and self-level. Spread at a rate not to exceed 150 square feet per gallon. Avoid working back into the previously applied epoxy, particularly after ten minutes duration or color variations can occur in the lapped area. Do not mix less than full batch/container quantities. The floor area should be maintained at a minimum surface and ambient air temperature of 50 °F and a maximum of 100 °F throughout the entire recommended dry time. Do not apply if surface temperature is within 5 degrees of dewpoint or if condensation or fog is expected before the product is fully dry.

Not intended for use on vertical surfaces.

Compliance & Certifications

FEDERAL	✓
OTC	✓
OTC II	✓
CARB02	✓
CARB07	✓
CARB19	✓
UTAH	✓
AZMC	✓
SCAQMD	✓
Eligible for LEED® v4	✓
CDPH Emissions Certified	✓
Eligible for CHPS low emitting credit (Collaborative for High Performance Schools)	✓

Suitable for Use in USDA Inspected Facilities

Mixing Instructions

This is a two-component product and is pre-proportioned for error free mixing. Mix "A" & "B" separately.

- 1.) Carefully empty the entire contents of HP4300.90 Part B catalyst into the can of HP4300 Part A component resin. Part A container is short filled to accept entire contents of Part B catalyst.
- 2.) Using a drill mixer at low speed, blend this mixture for three to five minutes until completely blended. Keep the mixing blade turning at a slow speed to minimize whipping air into material. Scrape sides of pail during the mixing process.
- 3.) Do not allow to induct – use immediately after mixing

Pot Life: 30 minutes at 77 °F (25 °C)

Limitations

- The area should be maintained at a minimum surface and ambient air Temperature of 50 °F and a maximum of 100 °F throughout the entire recommended dry time.
- Not intended for use on vertical surfaces.
- Interior floor applications only.

Technical Assistance

Available through your local authorized independent Benjamin Moore retailer.

call 1-866-708-9180
visit www.benjaminmoore.com

Clean Up

Wash brushes, rollers, and other painting tools with HP7040 immediately after use.

CHEMICAL RESISTANCE GUIDE (NON-IMMERSION)	
Fresh Water	Excellent
Salt Water	Excellent
Acids	Good
Alkalis	Good
Solvents	Excellent
Fuel	Good
Acidic Salt Solutions	Excellent
Alkaline Salt Solutions	Excellent
Neutral Salt Solutions	Excellent

TEST DATA	
Steam Resistance	Yes
Dry Heat Resistance	300 °F
Wet Heat Resistance	150 °F
Adhesion (ASTM D3359)	Pass 5B
Accelerated Weathering (ASTM G53)	500 hours, no change
Abrasion Resistance (ASTM D4060) CS-17 Wheel, 1000g load	0.06 g loss after 1000 cycles
Compression Strength (ASTM C-579)	11,500 psi

Colors

Part A	HP4300.XX	1.33 gal. (short-filled 2 gal. can)	Total Yield 2 gallons
Part B	HP4300.90	0.66 gal. (short-filled 1 gal. can)	
Part A	HP4300.XX	3.33 gal. (short-filled 5 gal. can)	Total Yield 5 gallons
Part B	HP4300.90	1.67 gal. (short-filled 2 gal. can)	

Clear

Part A	HP4300.00	1.1 gal. (short-filled 2 gal. can)	Total Yield 1.76 gallons
Part B	HP4300.90	0.66 gal. (short-filled 1 gal. can)	
Part A	HP4300.00	2.75 gal. (short-filled 5 gal. can)	Total Yield 4.42 gallons
Part B	HP4300.90	1.67 gal. (short-filled 2 gal. can)	

The components are already premeasured to the proper mix ratio.
Do not mix partial kits.

Environmental Health & Safety Information

May cause an allergic skin reaction

May cause genetic defects

May cause cancer

Suspected of damaging fertility or the unborn child

May cause damage to organs through prolonged or repeated exposure

Flammable liquid and vapor

Prevention: Obtain special instructions before use. Do not handle until all safety precautions have been read and understood. Use personal protective equipment as required. Contaminated work clothing should not be allowed out of the workplace. Wear protective gloves. Do not breathe dust/fume/gas/mist/vapors/spray. Keep away from heat, hot surfaces, sparks, open flames and other ignition sources. No smoking. Keep container tightly closed. Ground and bond container and receiving equipment. Use only non-sparking tools. Take action to prevent static discharges.

IF exposed or concerned: Get medical advice/attention. If skin irritation or rash occurs: Get medical advice/attention. Wash contaminated clothing before reuse. IF ON SKIN (or hair): Remove/Take off immediately all contaminated clothing. Rinse skin with water/shower. In case of fire: Use CO₂, dry chemical, or foam for extinction.

Storage: Store locked up. Store in a well-ventilated place. Keep container tightly closed.

Disposal: Dispose of contents/container to an approved waste disposal plant.

CAUTION: All floor coatings may become slippery when wet. Where non-skid characteristics are desired, use an appropriate anti-slip aggregate.

IMPORTANT: Designed to be mixed with other components. Mixture will have hazards of all components. Before opening packages, read all warning labels. Follow all precautions.

WARNING! If you scrape, sand, or remove old paint, you may release lead dust. LEAD IS TOXIC. EXPOSURE TO LEAD DUST CAN CAUSE SERIOUS ILLNESS, SUCH AS BRAIN DAMAGE, ESPECIALLY IN CHILDREN. PREGNANT WOMEN SHOULD ALSO AVOID EXPOSURE. Wear a NIOSH approved respirator to control lead exposure. Clean up carefully with a HEPA vacuum and a wet mop. Before you start, find out how to protect yourself and your family by contacting the National Lead Informational Hotline at 1-800-424-LEAD or log on to www.epa.gov/lead.



WARNING Cancer and Reproductive Harm— www.P65Warnings.ca.gov

Refer to the product label & Safety Data Sheet for product specific information.

IN CASE OF SPILL – Absorb with inert material and dispose of as specified under “Clean Up”.

FOR PROFESSIONAL USE ONLY

Refer to Safety Data Sheet for additional health
and safety information.



Scuff-X®

Interior Eggshell Finish N485

General Description

A high-performance, one-component latex paint specifically engineered to deliver outstanding performance and protection for the toughest high-traffic areas in busy commercial spaces. This breakthrough product offers superior durability and scuff-resistance than traditional high-performance two-component coatings, without the pre-mixing, short pot-life and application difficulties related to similar products. It will retain its high-quality appearance longer with minimal maintenance and re-painting required. The beautiful eggshell finish is perfect hallways, fitting rooms and waiting areas.

- Innovative and patented scuff-resistance formula
- Superior durability
- Washable
- Quick dry
- Great touch-up

Usage

Ideal for high-traffic areas in commercial spaces such as school hallways, hospital waiting areas, hotels lobbies, gym locker rooms and bathrooms, retail fitting rooms, cafeterias, bathrooms and stairwells. For use on primed or previously painted drywall, plaster, wood, metal and wallpapered surfaces.

Colors	White (01)
Bases	1X, 2X, 3X & 4X
Colorant System	Gennex®

Technical Data

Vehicle	Proprietary Acrylic Copolymer		
Pigment	Titanium Dioxide		
Volume Solids	41 ± 2%		
Spread Rate Per Gallon	400 – 450 Sq. Ft.		
Recommended	Wet:	3.6 – 4.0 mils	
Film Thickness	Dry:	1.5 – 1.7 mils	
Depending on surface texture and porosity. Be sure to estimate the right amount of paint for the job. This will ensure color uniformity and minimize the disposal of excess paint.			
Dry Time @ 77 °F	To Touch:	1 hour	
(25 °C) @ 50% RH	To Recoat:	2 – 3 hours	
Painted surfaces can be washed after two weeks. High humidity and cool temperatures will result in longer dry, recoat and service times.			
Surface Temperature	Min:	50 °F	
During Application	Max:	90 °F	
Viscosity		96 ± 4 KU	
Flash Point		None	
Sheen / Gloss		15 – 25 @ 85°	
Clean Up		Water	
Thinner		refer to page 2	
Weight Per Gallon		10.7 lbs.	
Storage Temperature	Min:	40 °F	
	Max:	90 °F	
VOC		< 50 g/L	

Primer Systems

New surfaces should be fully primed, and previously painted surfaces may be primed or spot primed as necessary. For best hiding results, tint the primer to the approximate shade of the finish coat, especially when a significant color change is desired.

Special Note: Certain custom colors may require a Deep Base Primer tinted to a special prescription formula to achieve the desired color. Ask your retailer about our special purpose primers if the surface to be painted is water stained, smoke damaged, grease stained or very slick.

Wood, and engineered wood products:

Ultra Spec® 500 Interior Latex Primer (N534) or Fresh Start® Undercoater and Primer/Sealer (032)

Bleeding Woods (Redwood, Cedar, etc.):

Fresh Start® Undercoater and Primer/Sealer (032) or Fresh Start® High-Hiding All Purpose Primer (046)

Drywall:

Ultra Spec® 500 Interior Latex Primer (N534) or this product

Plaster (Cured):

Ultra Spec® 500 Interior Latex Primer (N534) or Fresh Start® High-Hiding All Purpose Primer (046)

Rough or Pitted Masonry:

Ultra Spec® Masonry Interior/Exterior High Build Block Filler (571)

Smooth Poured or Pre-cast Concrete:

Ultra Spec® Masonry Interior / Exterior 100% Acrylic Masonry Sealer (608)

Ferrous Metal (Steel and Iron):

High Performance Acrylic Metal Primer (HP1100) or High Performance Alkyd Metal Primer (HP1320)

Non-Ferrous Metal (Galvanized & Aluminum):

All new metal surfaces must be thoroughly cleaned with Oil & Grease Emulsifier (HP6000) to remove contaminants. New shiny non-ferrous metal surfaces that will be subject to abrasion should be dulled with very fine sandpaper or a synthetic steel wool pad to promote adhesion. High Performance Acrylic Metal Primer (HP1100)

Repaint, All Substrates:

Prime bare areas with the primer recommended above for the substrate.

Limitations

- Do not paint when air or surface temperature is below 50 °F (10 °C).

Compliance & Certifications

OTC	✓
OTC II	✓
CARB	✓
CARB07	✓
CARB19	✓
UTAH	✓
AZMC	✓
SCAQMD	✓

Eligible for LEED® v4	✓
CDPH Emissions Certified	✓
Eligible for CHPS low emitting credit (Collaborative for High Performance Schools)	✓

Class A (0-25) over non-combustible surfaces when tested in accordance with ASTM E-84

Suitable for use in USDA inspected facilities

Anti-microbial - This product contains agents which inhibit the growth of microbes on the surface of this paint film. This product contains antimicrobial additives that inhibit the growth of mold and mildew on the surface of the paint film.

Technical Assistance

Available through your local authorized independent Benjamin Moore retailer.

call 1-866-708-9180
visit www.benjaminmoore.com

Surface Preparation

Surfaces to be painted must be clean, dry, and free of dirt, dust, grease, oil, soap, wax, scaling paint, water soluble materials, and mildew. Remove any peeling or scaling paint and sand these areas to feather edges smooth with adjacent surfaces. Glossy areas should be dulled. Drywall surfaces must be free of sanding dust.

New plaster or masonry surfaces must be allowed to cure (30 days) before applying base coat. Cured plaster should be hard, have a slight sheen and maximum pH of 10; soft, porous or powdery plaster indicates improper cure. Never sand a plaster surface; knife off any protrusions and prime plaster before and after applying patching compound. Poured or pre-cast concrete with a very smooth surface should be etched or abraded to promote adhesion after removing all form release agents and curing compounds. Remove any powder or loose particles before priming.

Difficult Substrates: Benjamin Moore offers a variety of specialty primers for use over difficult substrates such as plaster, bleeding woods, grease stains, crayon markings, hard glossy surfaces, galvanized metal or other substrates where paint adhesion or stain suppression is a particular problem. Your Benjamin Moore® retailer or architectural representative can recommend the right problem-solving primer for your special needs.

WARNING! If you scrape, sand, or remove old paint, you may release lead dust. LEAD IS TOXIC. EXPOSURE TO LEAD DUST CAN CAUSE SERIOUS ILLNESS, SUCH AS BRAIN DAMAGE, ESPECIALLY IN CHILDREN. PREGNANT WOMEN SHOULD ALSO AVOID EXPOSURE. Wear a NIOSH approved respirator to control lead exposure. Clean up carefully with a HEPA vacuum and a wet mop. Before you start, find out how to protect yourself and your family by contacting the National Lead Informational Hotline at 1-800-424-LEAD or log on to www.epa.gov/lead.

Application

Stir thoroughly before and during use. Apply one or two coats. For best results, use a premium Benjamin Moore® custom-blended nylon/polyester brush, premium Benjamin Moore® roller, or a similar product. Apply paint generously from unpainted area into wet area. This product can also be sprayed.

Spray, Airless:

Pressure / 1,800 – 3,000 PSI

Tip / 0.015 – 0.017

Thinning/Cleaning

Conditioning with Benjamin Moore® 518 Extender may be necessary under certain conditions to adjust open time or spray characteristics.

Add 518 Extender or water - Max of 8 fl. oz. to a gallon paint

Never add other paints or solvents.

Clean Up: Wash brushes, rollers, and other painting tools in warm soapy water immediately after use. Spray equipment should be given a final rinse with mineral spirits to prevent rusting.

USE COMPLETELY OR DISPOSE OF PROPERLY. Dry, empty containers may be recycled in a can recycling program. Local disposal requirements vary; consult your sanitation department or state-designated environmental agency on disposal options.

Environmental Health & Safety Information

Use only with adequate ventilation. Do not breathe spray mist or sanding dust. Ensure fresh air entry during application and drying. Avoid contact with eyes and prolonged or repeated contact with skin. Avoid exposure to dust and spray mist by wearing a NIOSH approved respirator during application, sanding and clean up. Follow respirator manufacturer's directions for respirator use. Close container after each use. Wash thoroughly after handling.



WARNING: Cancer and Reproductive Harm— www.P65Warnings.ca.gov
Refer to the product label & Safety Data Sheet for product specific information.

FIRST AID: In case of eye contact, flush immediately with plenty of water for at least 15 minutes; for skin, wash thoroughly with soap and water. If symptoms persist, seek medical attention. If you experience difficulty breathing, leave the area to obtain fresh air. If continued difficulty is experienced, get medical attention immediately.

IN CASE OF SPILL – Absorb with inert material and dispose of as specified under "Clean up".

**KEEP OUT OF REACH OF CHILDREN
PROTECT FROM FREEZING**

**Refer to Safety Data Sheet for additional
health and safety information.**



Scuff-X®

Interior Satin Finish N486

General Description

A high-performance, single-component latex paint engineered to deliver unmatched performance and protection to the toughest high-traffic busy commercial spaces and property management. With its slight gloss, the satin finish will retain its high-quality appearance longer with minimal maintenance and repainting required.

- Patented scuff-resistance technology
- Quick drying
- Easy to apply
- Unmatched durability
- Block-resistant
- Low VOC
- Good flow and leveling

Usage

Ideal for interior doors, trim, cabinets and walls in commercial application such as schools, hospitals, hotels, gym locker rooms, retail fitting rooms, cafeterias, etc. For primed or previously painted wood, metal, plaster, masonry and plaster.

Colors	White (01)
Bases	1X, 2X, 3X & 4X
Colorant System	Gennex®

Technical Data

Vehicle	Proprietary Acrylic Copolymer		
Pigment	Titanium Dioxide		
Volume Solids	41 ± 2%		
Spread Rate Per Gallon	400 – 450 Sq. Ft.		
Recommended	Wet:	3.6 – 4.0 mils	
Film Thickness	Dry:	1.5 – 1.6 mils	
Depending on surface texture and porosity. Be sure to estimate the right amount of paint for the job. This will ensure color uniformity and minimize the disposal of excess paint.			
Dry Time @ 77 °F	To Touch:	1 hour	
(25 °C) @ 50% RH	To Recoat:	2 – 3 hours	
Painted surfaces can be washed after two weeks. High humidity and cool temperatures will result in longer dry, recoat and service times.			
Surface Temperature	Min:	50 °F	
During Application	Max:	90 °F	
Viscosity	93 ± 4 KU		
Flash Point	None		
Sheen / Gloss	20 – 35 @ 60°		
Clean Up	Water		
Thinner	refer to page 2		
Weight Per Gallon	10.7 lbs.		
Storage Temperature	Min:	40 °F	
	Max:	90 °F	
VOC	< 50 g/L		

Primer Systems

New surfaces should be fully primed, and previously painted surfaces may be primed or spot primed as necessary. For best hiding results, tint the primer to the approximate shade of the finish coat, especially when a significant color change is desired.

Special Note: Certain custom colors require Fresh Start® High-Hiding All Purpose Primer Deep Color Base Primer tinted to a special prescription formula to achieve the desired color. Consult your retailer.

Wood, and engineered wood products:

Ultra Spec® 500 Interior Latex Primer (N534) or Fresh Start® Undercoater and Primer/Sealer (032)

Bleeding Woods (Redwood, Cedar, etc.):

Fresh Start® Undercoater and Primer/Sealer (032) or Fresh Start® High-Hiding All Purpose Primer (046)

Drywall:

Ultra Spec® 500 Interior Latex Primer (N534) or this product

Plaster (Cured):

Ultra Spec® 500 Interior Latex Primer (N534) or Fresh Start® High-Hiding All Purpose Primer (046)

Rough or Pitted Masonry:

Ultra Spec® Masonry Interior/Exterior High Build Block Filler (571)

Smooth Poured or Pre-cast Concrete:

Ultra Spec® Masonry Interior / Exterior 100% Acrylic Masonry Sealer (608)

Ferrous Metal (Steel and Iron):

High Performance Acrylic Metal Primer (HP1100) or High Performance Alkyd Metal Primer (HP1320)

Non-Ferrous Metal (Galvanized & Aluminum):

All new metal surfaces must be thoroughly cleaned with Oil & Grease Emulsifier (HP6000) to remove contaminants. New shiny non-ferrous metal surfaces that will be subject to abrasion should be dulled with very fine sandpaper or a synthetic steel wool pad to promote adhesion. High Performance Acrylic Metal Primer (HP1100)

Repaint, All Substrates:

Prime bare areas with the primer recommended above for the substrate.

Limitations

- Do not paint when air or surface temperature is below 50 °F (10 °C).

Compliance & Certifications

OTC	✓
OTC II	✓
CARB	✓
CARB07	✓
CARB19	✓
UTAH	✓
AZMC	✓
SCAQMD	✓

Eligible for LEED® v4	✓
CDPH Emissions Certified	✓
Eligible for CHPS low emitting credit (Collaborative for High Performance Schools)	✓

Class A (0-25) over non-combustible surfaces when tested in accordance with ASTM E-84

Suitable for use in USDA inspected facilities

Anti-microbial - This product contains agents which inhibit the growth of microbes on the surface of this paint film. This product contains antimicrobial additives that inhibit the growth of mold and mildew on the surface of the paint film.

Technical Assistance

Available through your local authorized independent Benjamin Moore retailer.

call 1-866-708-9180
visit www.benjaminmoore.com

Surface Preparation

Surfaces to be painted must be clean, dry, and free of dirt, dust, grease, oil, soap, wax, scaling paint, water soluble materials, and mildew. Remove any peeling or scaling paint and sand these areas to feather edges smooth with adjacent surfaces. Glossy areas should be dulled. Drywall surfaces must be free of sanding dust.

New plaster or masonry surfaces must be allowed to cure (30 days) before applying base coat. Cured plaster should be hard, have a slight sheen and maximum pH of 10; soft, porous or powdery plaster indicates improper cure. Never sand a plaster surface; knife off any protrusions and prime plaster before and after applying patching compound. Poured or pre-cast concrete with a very smooth surface should be etched or abraded to promote adhesion after removing all form release agents and curing compounds. Remove any powder or loose particles before priming.

Difficult Substrates: Benjamin Moore offers a variety of specialty primers for use over difficult substrates such as plaster, bleeding woods, grease stains, crayon markings, hard glossy surfaces, galvanized metal or other substrates where paint adhesion or stain suppression is a particular problem. Your Benjamin Moore® retailer or architectural representative can recommend the right problem-solving primer for your special needs.

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Application

Stir thoroughly before and during use. Apply one or two coats. For best results, use a premium Benjamin Moore® custom-blended nylon/polyester brush, premium Benjamin Moore® roller, or a similar product. Apply paint generously from unpainted area into wet area. This product can also be sprayed.

Spray, Airless:

Pressure / 1,500 – 2,500 PSI

Tip / 0.013 – 0.017

Prior to spraying this product, it is recommended to conduct test samples on the same or a similar substrate before starting the project. Perform spray tests to verify proper atomization and film formation. Adjust the fluid pressure, type of tip or size, and reduce the material if needed.

Note: This information does not guarantee defect-free results.

Thinning/Cleaning

Conditioning with Benjamin Moore® 518 Extender may be necessary under certain conditions to adjust open time or spray characteristics.

Add 518 Extender or water - Max of 8 fl. oz. to a gallon paint

Never add other paints or solvents.

Clean Up: Wash brushes, rollers, and other painting tools in warm soapy water immediately after use. Spray equipment should be given a final rinse with mineral spirits to prevent rusting.

USE COMPLETELY OR DISPOSE OF PROPERLY. Dry, empty containers may be recycled in a can recycling program. Local disposal requirements vary; consult your sanitation department or state-designated environmental agency on disposal options.

Environmental Health & Safety Information

Use only with adequate ventilation. Do not breathe spray mist or sanding dust. Ensure fresh air entry during application and drying. Avoid contact with eyes and prolonged or repeated contact with skin. Avoid exposure to dust and spray mist by wearing a NIOSH approved respirator during application, sanding and clean up. Follow respirator manufacturer's directions for respirator use. Close container after each use. Wash thoroughly after handling.



WARNING: Cancer and Reproductive Harm— www.P65Warnings.ca.gov
Refer to the product label & Safety Data Sheet for product specific information.

FIRST AID: In case of eye contact, flush immediately with plenty of water for at least 15 minutes; for skin, wash thoroughly with soap and water. If symptoms persist, seek medical attention. If you experience difficulty breathing, leave the area to obtain fresh air. If continued difficulty is experienced, get medical attention immediately.

IN CASE OF SPILL – Absorb with inert material and dispose of as specified under "Clean up".

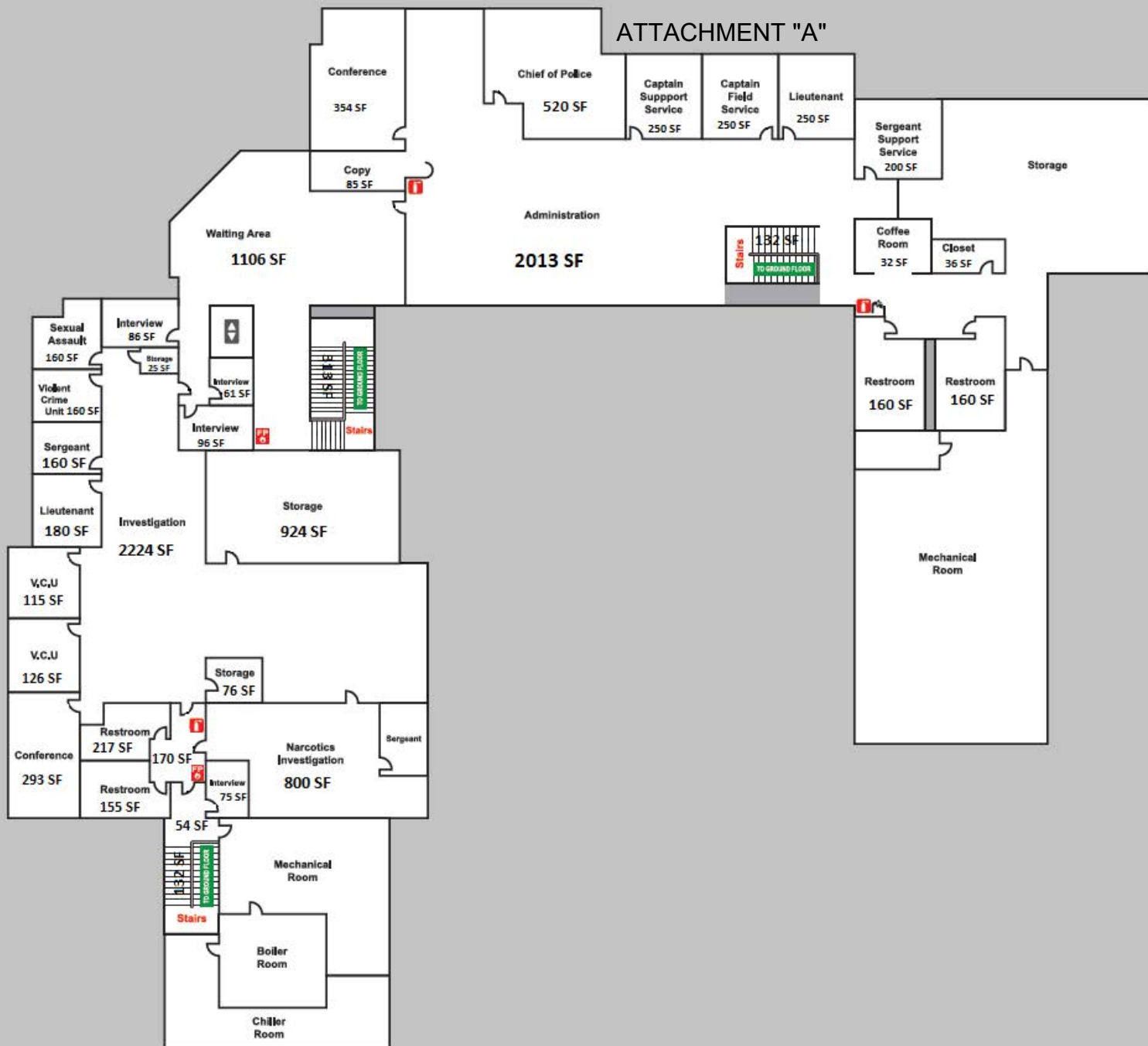
KEEP OUT OF REACH OF CHILDREN PROTECT FROM FREEZING

**Refer to Safety Data Sheet for additional
health and safety information.**

Animal
Service
Dept.
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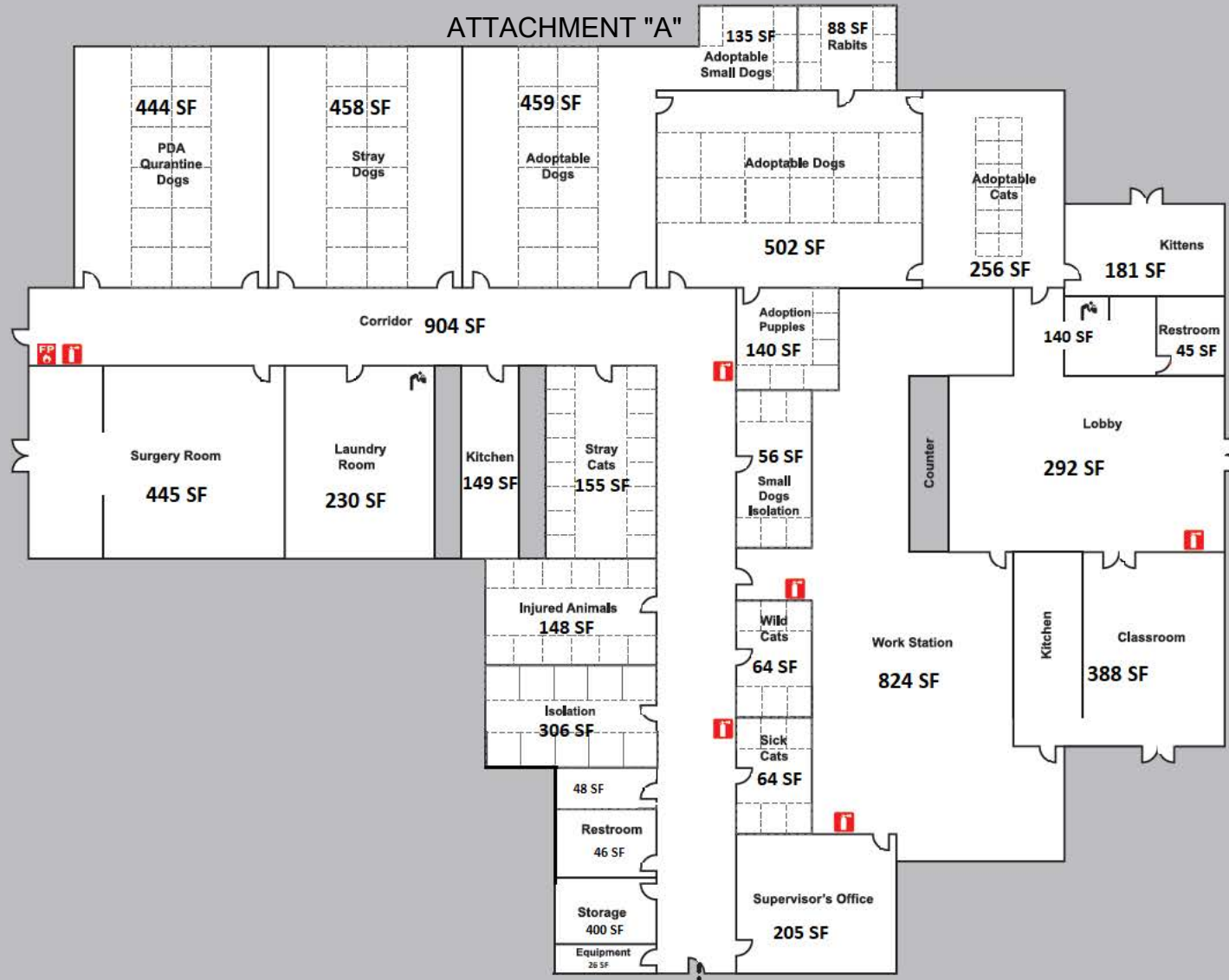
ATTACHMENT "A"



ATTACHMENT "A"

Parking

Parking



Attachment "B"

INSURANCE REQUIREMENTS

Please refer to the insurance requirements listed below. **Those that have an "X" indicated in the space before the requirement apply to Contractor's Agreement.**

Contractor shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, its agents, representatives, employees or subcontractors.

Contractor shall provide its insurance broker(s)/agent(s) with a copy of these requirements and request that they provide Certificates of Insurance complete with copies of all required endorsements.

Contractor shall furnish City with copies of original endorsements affecting coverage required by this Attachment "B". The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements and certificates are to be received and approved by City before work commences. City has the right to require Contractor's insurer to provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications.

Commercial General Liability (CGL):

 X Coverage at least as broad as Insurance Services Office ("ISO") Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal and advertising injury with limits no less than **\$2,000,000.00** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. The required insurance limits may be met if an umbrella insurance provision explicitly supplements both the CGL and general aggregate limits to reach the required threshold.

 Coverage at least as broad as ISO Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal and advertising injury with limits no less than **\$1,000,000.00** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. The required insurance limits may be met if an umbrella insurance provision explicitly supplements both the CGL and general aggregate limits to reach the required threshold.

 Coverage at least as broad as ISO Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal and advertising injury with limits no less than **\$5,000,000.00** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. The required insurance limits may be met if an umbrella insurance provision explicitly supplements both the CGL and general aggregate limits to reach the required threshold.

Automobile Liability:

 X Coverage at least as broad as ISO Form Number CA 0001 covering, Code 1 (any auto), of if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limits no less than **\$1,000,000.00** combined single limit for bodily injury and property damage.

 Coverage at least as broad as ISO Form Number CA 0001 covering, Code 1 (any auto), with limits no less than **\$5,000,000.00** combined single limit for bodily injury and property damage.

Attachment "B"

____ Garage keepers' extra liability endorsement to extend coverage to all vehicles in the care, custody and control of the Contractor, regardless of where the vehicles are kept or driven.

Professional Liability (Errors and Omissions):

____ Insurance appropriate to the Contractor's profession, with limit no less than \$1,000,000.00 per occurrence or claim, \$2,000,000.00 aggregate.

____ (If Design/Build), with limits no less than \$1,000,000.00 per occurrence or claim, and \$2,000,000.00 policy aggregate.

____ Insurance appropriates to the Contractor's profession, with limit no less than _____ per occurrence or claim, _____ aggregate

Workers' Compensation Insurance:

X Insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000.00** per accident for bodily injury or disease. *(Not required if Contractor provides written verification it has no employees. Waiver needed.)*

The Employer's Liability policy shall be endorsed to waive any right of subrogation as respects the City, its elected and appointed officials, officers, attorneys, agents, and employees.

Builder's Risk (Course of Construction):

____ Insurance utilizing an "All Risk" (Special Perils) coverage form, with limits equal to the completed value of the project and no coinsurance penalty provisions. If the project does not involve new or major reconstruction, at the option of the City, an Installation Floater may be acceptable. For such projects, a Property Installation Floater shall be obtained that provides for the improvement, remodel, modification, alteration, conversion or adjustment to existing buildings, structures, processes, machinery and equipment. The Property Installation Floater shall provide property damage coverage for any building, structure, machinery or equipment damaged, impaired, broken, or destroyed during the performance of the Work, including during transit, installation, and testing at the City's site.

Contractor's Pollution Legal Liability:

____ Contractor's pollution legal liability and/or Asbestos Legal Liability and/or Errors and Omissions (if project involves environmental hazards) with limits no less than \$1,000,000.00 per occurrence or claim and \$2,000,000.00 policy aggregate.

If the Contractor maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to City.

Cyber Liability Insurance

____ Cyber Liability Insurance with limits not less than \$1,000,000 per claim.

Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in this Agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy

Attachment "B"

violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion, and network security.

The policy shall provide coverage for breach response costs as well as regulatory fines and penalties, and credit monitoring expenses with limits sufficient to respond to these obligations.

Surety Bonds:

Contractor shall provide the following Surety Bonds:

<u> </u>	Bid Bond
<u> X </u>	Performance Bond
<u> X </u>	Payment Bond

The Payment Bond and Performance Bond shall be in a sum equal to the contract price, or as otherwise specified and agreed to by the City in writing in its sole discretion pursuant to Section 3.2.13.5. Bonds shall be duly executed by a responsible corporate surety, authorized to issue such bonds in the State of California and secured through an authorized agent with an office in California.

Other Insurance Provisions:

The insurance policies are to contain, or be endorsed to contain the following provisions:

X **Additional Insured Status and Primary/Non-Contributory Language:**

Contractor's general liability and automobile liability policies shall be primary and shall not seek contribution from the City's coverage and be endorsed to add the City and its officers, officials, employees, and agents as additional insureds under such policies using Insurance Services Office form CG 20 10 (or equivalent) on the general liability policy. For construction projects, an endorsement providing completed operations coverage for the additional insured on the general liability policy, ISO form CG 20 37 (or equivalent), is also required.

The limits of insurance required in this Agreement may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of City (if agreed to in a written contract or agreement) before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.

Loss Payee Status – Builder's Risk/Course of Construction Insurance (applicable to Construction Contracts only)

Contractor may submit evidence of Builder's Risk insurance in the form of Course of Construction coverage. Such coverage shall name the City as a loss payee as their interest may appear.

Notice of Cancellation, Suspension or Otherwise Voiding Policies:

Each insurance policy required above shall contain or be endorsed to contain that coverage shall not be suspended, voided, canceled or reduced in coverage or in limits except with thirty (30) days' prior written notice by certified mail, return receipt requested to the City.

X **Waiver of Subrogation:**

Contractor hereby grants to City a waiver of any right to subrogation which any insurer of said Contractor may acquire against the City by virtue of the payment of any loss under such insurance. Contractor agrees

Attachment "B"

to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer. The Workers' Compensation Policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by Contractor, its employees, agents and subcontractors.

Completed Operations

For Construction Agreements, Contractor shall maintain insurance as required by this Agreement to the fullest amount allowed by law and shall maintain insurance for a minimum of five (5) years following the completion of this project. In the event Contractor fails to obtain or maintain completed operations coverage as required by this Agreement, the City at its sole discretion may purchase the coverage required and the cost will be paid by Contractor.

THE FOLLOWING PROVISIONS APPLY TO ALL AGREEMENTS

Deductibles and Self-Insured Retentions ("SIR"):

Any deductibles or self-insured retentions must be declared to and approved by City. The City may require the Contractor to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. At the option of the City, either (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its elected and appointed officials, officers, attorneys, agents, and employees; or (2) the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

All SIRs must be disclosed to Risk Management for approval and shall not reduce the limits of liability.

Policies containing any SIR provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named insured or the City.

City reserves the right to obtain a full-certified copy of any insurance policy and endorsements. Failure to exercise this right shall not constitute a waiver of right to exercise later.

Acceptability of Insurers:

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-:VII, unless otherwise acceptable to City.

Claims Made Policies: (note - should be applicable only to professional liability, see below)

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained, and evidence of insurance must be provided for at least five (5) years after completion of contract of work.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of work.
4. A copy of the claims reporting requirements must be submitted to the City for review.

Attachment "B"

5. If the services involve lead-based paint or asbestos identification/remediation, the Contractor's Pollution Liability Policy shall not contain lead-based paint or asbestos exclusions. If the services involve mold identification/remediation, the Contractors Pollution Liability Policy shall not contain a mold exclusion, and the definition of Pollution shall include microbial matter, including mold.

Subcontractors:

Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that City is an additional insured on insurance required from subcontractors.

Subcontractor agrees to be bound to Contractor and City in the same manner and to the same extent as Contractor is bound to City under this Agreement and any other contract documents. Subcontractor further agrees to include the same requirements and provisions of this Agreement, including the indemnity and insurance requirements, with any sub-subcontractor to the extent they apply to the scope of the sub-subcontractor's work. A copy of the City indemnity and insurance provisions will be furnished to the subcontractor upon request.

Verification of Coverage:

Contractor shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Special Risks or Circumstances

City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage or other special circumstances.

Failure to Comply:

Each insurance policy required above shall contain or be endorsed to contain that any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its elected and appointed officials, officers, attorneys, agents, and employees.

Applicability of Coverage:

Each insurance policy required above shall contain or be endorsed to contain that the Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

PAYMENT BOND

THIS PAGE MUST BE NOTARIZED

**CITY OF ANTIOCH
Police Department & Animal Services Facility – Interior and
Limited Exterior Painting
Bid No. 968-1023-25A**

KNOW ALL PERSONS BY THESE PRESENTS, that

WHEREAS, the CITY OF ANTIOCH, (hereinafter referred to as "City") and _____, (hereinafter referred to as "Principal") have entered into a Contract for the _____; and

WHEREAS, under the terms of said Contract, Principal is required to furnish a bond securing payment of the claims to which reference is made in Section 3248 of the Civil Code,

NOW, THEREFORE, we, the Principal, and _____ as Surety, are held and firmly bound unto the City in the penal sum of _____ Dollars (\$_____) lawful money of the United States, being not less than one hundred percent (100%) of the amount payable by the terms of the Contract, for the payment of which sum well and truly to be made we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

The condition of this obligation is such that if said Principal or any of its subcontractors fails to pay any of the persons named in Section 3181 of the Civil Code, or amounts due under the Unemployment Insurance Code with respect to work or labor performed under the Contract, or for any amounts required to be deducted, withheld, and paid over the Employment Development Department from the wages of employees of the Principal or its subcontractors pursuant to Section 13020 of the Unemployment Insurance Code, with respect to such work and labor, the Surety will pay for the same and also will pay, in case suit is brought upon this bond, a reasonable attorney's fee, to be fixed by the court.

This bond will insure to the benefit of any of the persons named in Section 3181 of the Civil Code so as to give a right of action to such persons or their assigns if any suit is brought upon this bond.

This bond is given to comply with Sections 3247 and 3248 of the Civil Code. The liability of the Principal and Surety hereunder is governed by the provisions of said Code, all acts amendatory thereof, and all other statutes referred to therein, including Section 3225 of the Civil Code.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or the Specifications accompanying the same shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work or to the Specifications.

Signatures on next page

Attachment "C"

EXAMPLE

IN WITNESS WHEREOF, the above-bound parties have executed this instrument under their seals this day of _____, 20__, the name and corporate seal of each corporate body being hereto

affixed, and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

(Principal)

By _____
Signature

Print Name

Title

Note:

*To be signed by Principal
and Surety and
acknowledgment and
notarial seal attached.*

(Surety)

(Address)

By _____
Signature

Print Name

Title

PERFORMANCE BOND

THIS PAGE MUST BE NOTARIZED

**CITY OF ANTIOCH
Police Department & Animal Services Facility – Interior and
Limited Exterior Painting
Bid No. 968-1023-25A**

KNOW ALL PERSONS BY THESE PRESENTS, that

WHEREAS, the CITY OF ANTIOCH, (hereinafter referred to as "City") has entered into a Contract with

_____, (hereinafter referred to as "Principal"), for construction of the _____ (the "Contract"); and

WHEREAS, the Principal is required under the terms of the Contract to furnish a bond of faithful performance of the Contract.

NOW, THEREFORE, we, the undersigned Principal, and

_____, as Surety, are held and firmly bound unto the City, in the sum of _____ Dollars (\$ _____) lawful money of the United States, to be paid to the City or its successors and assigns; for which payment, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above-bound Principal, or its heirs, executors, administrators, successors, or assigns approved by the City, shall promptly and faithfully perform the covenants, conditions and agreements in the Contract during the original term and any extensions thereof as may be granted by the City, with or without notice to Surety, and during the period of any guarantees or warranties required under the Contract, and shall also promptly and faithfully perform all the covenants, conditions, and agreements of any alteration of the Contract made as therein provided, notice of which alterations to Surety being hereby waived, on Principal's part to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify, defend, protect, and hold harmless the City as stipulated in the Contract, then this obligation shall become and be null and void; otherwise it shall be and remain in full force and effect.

No extension of time, change, alteration, modification, or addition to the Contract, or of the work required thereunder, shall release or exonerate Surety on this bond or in any way affect the obligation of this bond; and Surety does hereby waive notice of any such extension of time, change, alteration, modification or addition.

Whenever Principal shall be and declared by the City to be in default under the Contract, Surety shall promptly remedy the default, or shall promptly do one of the following at City's election:

1. Undertake through its agents or independent Contractors, reasonably acceptable to the City, to complete the Contract in accordance with its terms and conditions and to pay and perform all obligations of Principal under the Contract, including without limitation, all obligations with respect to warranties, guarantees, and the payment of liquidated damages; or
2. Reimburse the City for all costs the City incurs in completing the Contract, and in correcting, repairing, or replacing any defects in materials or workmanship and/or materials and workmanship which do not conform to the specifications in the Contract.

Attachment "C"

EXAMPLE

Surety's obligations hereunder are independent of the obligations of any other surety for the performance of the Contract, and suit may be brought against Surety and such other sureties, jointly and severally, or against any one or more of them, or against less than all of them without impairing the City's rights against the others.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the City or its successors or assigns.

In the event suit is brought upon this bond by the City, Surety shall pay reasonable attorney's fees and costs incurred by the City in such suit.

IN WITNESS WHEREOF, the above-bound parties have executed this instrument under their seals this day of _____, 20____, the name and corporate seal of each corporate party being hereto affixed and these presents duly executed by its undersigned representative, pursuant to authority of its governing body.

Note:

*To be executed by Principal
and Surety with acknowledgment
and notarial seal attached.*

Principal

By _____
Signature

Print Name

Title

Surety

Address

By _____
Signature

Print Name

Title

Attachment “D”

CITY OF ANTIOCH MAINTENANCE SERVICES AGREEMENT

EXAMPLE

PARTIES AND DATE.

This Agreement (“**Agreement**”) is made and entered into this *****INSERT DAY***** day of *****INSERT MONTH*****, *****INSERT YEAR***** (“**Effective Date**”) by and between the City of Antioch, a municipal corporation organized under the laws of the State of California with its principal place of business at 200 H Street, Antioch California 94509 (“**City**”) and *****INSERT NAME*****, a *****[INSERT TYPE OF ENTITY - CORPORATION, PARTNERSHIP, SOLE PROPRIETORSHIP OR OTHER LEGAL ENTITY]***** with its principal place of business at *****INSERT ADDRESS***** (“**Contractor**”). City and Contractor are sometimes individually referred to as “**Party**” and collectively as “**Parties**” in this Agreement.

2. RECITALS.

2.1 Contractor.

Contractor desires to perform and assume responsibility for the provision of certain maintenance services required by the City on the terms and conditions set forth in this Agreement. Contractor represents that it is experienced in providing *****INSERT TYPE OF SERVICES***** services to public clients, that it and its employees or subcontractors have all necessary licenses and permits to perform the Services in the State of California, and that is familiar with the plans of City. Contractor shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of City. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

2.2 Project.

City desires to engage Contractor to render such services for the *****INSERT NAME OF PROJECT***** project (“**Project**”) as set forth in this Agreement.

3. TERMS.

3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Contractor promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional *****INSERT TYPE OF SERVICES***** maintenance services necessary for the Project (“**Services**”). The Services are more particularly described in Exhibit “A” attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

3.1.2 *****[Insert Term or Time of Performance]*****.

*****[If engaging the Contractor for a particular term, use the following provision]*****

The term of this Agreement shall be from *****[Insert start date]***** to *****[Insert end date]*****, unless earlier terminated as provided herein. The City reserves the right to review the Contractor’s performance at the end of each year and cancel all or part of the Agreement. *****[If the City has specific milestones or timelines for performance, please input those requirements in the “Schedule of Services” attached as Exhibit “B,” otherwise mark reserved in Exhibit “B.”]*****

*****CONTRACT NAME*****

Attachment "D"

[If engaging the Contractor to perform a discrete task with a specified deadline, use the following provision]

Contractor shall perform its services in a prompt and timely manner and shall commence performance upon the Effective Date. Contractor shall complete the services required hereunder within **[Insert number of calendar days for performance of the services – if more detail is required attach "Schedule of Services" as Exhibit "B," otherwise mark reserved in Exhibit "B."]**

3.2 Responsibilities of Contractor.

3.2.1 Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Contractor or under its supervision. Contractor will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. City retains Contractor on an independent contractor basis and not as an employee. Contractor retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Contractor shall also not be employees of City and shall at all times be under Contractor's exclusive direction and control. Contractor shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Contractor shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.2.2 Schedule of Services. Contractor shall perform the Services expeditiously, within the term of this Agreement, and in accordance with the Schedule of Services set forth in Exhibit "B" attached hereto and incorporated herein by reference. Contractor represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Contractor's conformance with the Schedule, City shall respond to Contractor's submittals in a timely manner. Upon request of City, Contractor shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

3.2.3 Conformance to Applicable Requirements. All work prepared by Contractor shall be subject to the approval of City.

3.2.4 City's Representative. The City hereby designates Carlos Zepeda, or his or her designee, to act as its representative for the performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of the City for all purposes under this Agreement. Contractor shall not accept direction or orders from any person other than the City's Representative or his or her designee.

3.2.5 Contractor's Representative. Contractor hereby designates *****INSERT NAME OR TITLE*****, or his or her designee, to act as its representative for the performance of this Agreement ("Contractor's Representative"). Contractor's Representative shall have full authority to represent and act on behalf of the Contractor for all purposes under this Agreement. The Contractor's Representative shall supervise and direct the Services, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.2.6 Coordination of Services. Contractor agrees to work closely with City staff in the performance of Services and shall be available to City's staff, consultants and other staff at all reasonable times.

3.2.7 Standard of Care; Performance of Employees. Contractor shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Contractor represents and maintains that it is skilled in the professional calling necessary to perform the Services. Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Finally, Contractor represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, including a City Business License, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Contractor shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Contractor's failure to comply with the standard of care provided for herein. Any employee of the Contractor or its sub-contractors

[CONTRACT NAME**]**

Attachment "D"

who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed from the Project by the Contractor and shall not be re-employed to perform any of the Services or to work on the Project.

3.2.8 Period of Performance and Liquidated Damages. Contractor shall perform and complete all Services under this Agreement within the term set forth in Section 3.1.2 above ("Performance Time"). Contractor shall perform the Services in strict accordance with any completion schedule or Project milestones described in Exhibits "A" or "B" attached hereto, or which may be provided separately in writing to the Contractor. Contractor agrees that if the Services are not completed within the aforementioned Performance Time and/or pursuant to any such completion schedule or Project milestones developed pursuant to provisions of this Agreement, it is understood, acknowledged and agreed that the City will suffer damage. Pursuant to Government Code Section 53069.85, Contractor shall pay to the City as fixed and liquidated damages, and not as a penalty, the sum of Five Hundred Dollars (\$500.00) per day for each and every calendar day of delay beyond the Performance Time or beyond any completion schedule or Project milestones established pursuant to this Agreement.

3.2.9 Disputes. Should any dispute arise respecting the true value of any work done, of any work omitted, or of any extra work which Contractor may be required to do, or respecting the size of any payment to Contractor during the performance of this Agreement, Contractor shall continue to perform the Work while said dispute is decided by the City. If Contractor disputes the City's decision, Contractor shall have such remedies as may be provided by law.

3.2.10 Laws and Regulations; Employee/Labor Certifications. Contractor shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Contractor shall be liable for all violations of such laws and regulations in connection with Services. If the Contractor performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the City, Contractor shall be solely responsible for all costs arising therefrom. City is a public entity of the State of California subject to certain provisions of the Health & Safety Code, Government Code, Public Contract Code, and Labor Code of the State. It is stipulated and agreed that all provisions of the law applicable to the public contracts of a municipality are a part of this Agreement to the same extent as though set forth herein and will be complied with. These include but are not limited to the payment of prevailing wages, the stipulation that eight (8) hours' labor shall constitute a legal day's work and that no worker shall be permitted to work in excess of eight (8) hours during any one calendar day except as permitted by law. Contractor shall defend, indemnify and hold City, its officials, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.2.10.1 Employment Eligibility; Contractor. By executing this Agreement, Contractor verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time. Such requirements and restrictions include, but are not limited to, examination and retention of documentation confirming the identity and immigration status of each employee of the Contractor. Contractor also verifies that it has not committed a violation of any such law within the five (5) years immediately preceding the date of execution of this Agreement, and shall not violate any such law at any time during the term of the Agreement. Contractor shall avoid any violation of any such law during the term of this Agreement by participating in an electronic verification of work authorization program operated by the United States Department of Homeland Security, by participating in an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, or by some other legally acceptable method. Contractor shall maintain records of each such verification, and shall make them available to the City or its representatives for inspection and copy at any time during normal business hours. The City shall not be responsible for any costs or expenses related to Contractor's compliance with the requirements provided for in Section 3.2.10 or any of its sub-sections.

3.2.10.2 Employment Eligibility; Subcontractors, Sub-subcontractors and Consultants. To the same extent and under the same conditions as Contractor, Contractor shall require all of its subcontractors, sub-subcontractors and consultants performing any work relating to the Project or this Agreement to make the same verifications and comply with all requirements and restrictions provided for in Section 3.2.10.1.

3.2.10.3 Employment Eligibility; Failure to Comply. Each person executing this Agreement on behalf

[CONTRACT NAME**]**

Attachment "D"

of Contractor verifies that they are a duly authorized officer of Contractor, and understands that any of the following shall be grounds for the City to terminate the Agreement for cause: (1) failure of Contractor or its subcontractors, sub-subcontractors or consultants to meet any of the requirements provided for in Sections 3.2.10.1 or 3.2.10.2; (2) any misrepresentation or material omission concerning compliance with such requirements (including in those verifications provided to the Contractor under Section 3.2.10.2); or (3) failure to immediately remove from the Project any person found not to be in compliance with such requirements.

3.2.10.4 Labor Certification. By its signature hereunder, Contractor certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

3.2.10.5 Equal Opportunity Employment. Contractor represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

3.2.10.6 Air Quality. Contractor must fully comply with all applicable laws, rules and regulations in furnishing or using equipment and/or providing services, including, but not limited to, emissions limits and permitting requirements imposed by the California Air Resources Board (CARB). Contractor shall specifically be aware of the CARB limits and requirements' application to "portable equipment", which definition is considered by CARB to include any item of equipment with a fuel-powered engine. Contractor shall indemnify City against any fines or penalties imposed by CARB or any other governmental or regulatory agency for violations of applicable laws, rules and/or regulations by Contractor, its subcontractors, or others for whom Contractor is responsible under its indemnity obligations provided for in this Agreement.

3.2.10.7 Water Quality.

(A) Management and Compliance. To the extent applicable, Contractor's Services must account for, and fully comply with, all local, state and federal laws, rules and regulations that may impact water quality compliance, including, without limitation, all applicable provisions of the Federal Water Pollution Control Act (33 U.S.C. §§ 1300); the California Porter-Cologne Water Quality Control Act (Cal Water Code §§ 13000-14950); laws, rules and regulations of the Environmental Protection Agency and the State Water Resources Control Board; the City's ordinances regulating discharges of storm water; and any and all regulations, policies, or permits issued pursuant to any such authority regulating the discharge of pollutants, as that term is used in the Porter-Cologne Water Quality Control Act, to any ground or surface water in the state.

(B) Liability for Non-Compliance. Failure to comply with the laws, regulations and policies described in this Section is a violation of law that may subject Contractor or City to penalties, fines, or additional regulatory requirements. Contractor shall defend, indemnify and hold the City, its officials, officers, employees, volunteers and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from and against any and all fines, penalties, claims or other regulatory requirements imposed as a result of Contractor's non-compliance with the laws, regulations and policies described in this Section, unless such non-compliance is the result of the sole established negligence, willful misconduct or active negligence of the City, its officials, officers, agents, employees or authorized volunteers.

(C) Training. In addition to any other standard of care requirements set forth in this Agreement, Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them without impacting water quality in violation of the laws, regulations and policies described in this Section. Contractor further warrants that it, its employees and subcontractors will receive adequate training, as determined by City, regarding the requirements of the laws, regulations and policies described in this Section as they may relate to the Services provided under this Agreement. Upon request, City will provide Contractor with a list of training programs that meet the requirements of this paragraph.

3.2.11 Insurance. Contractor shall not commence work for the City until it has provided evidence satisfactory to the City it has secured all insurance required under Exhibit "D" (Insurance Requirements), attached hereto and incorporated herein by this reference. In addition, Contractor shall not allow any subcontractor to commence work on any subcontract until it has secured all insurance required therein.

[CONTRACT NAME**]**

Attachment "D"

3.2.12 Safety. Contractor shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Contractor shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions as applicable shall include, but shall not be limited to: (A) adequate life protection and lifesaving equipment and procedures; (B) instructions in accident prevention for all employees and subcontractors, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

3.2.13 Bonds.

3.2.13.1 Performance Bond. If required by law or otherwise specifically requested by City in Exhibit "D" attached hereto and incorporated herein by reference, Contractor shall execute and provide to City concurrently with this Agreement a Performance Bond in the amount of the total, not-to-exceed compensation indicated in this Agreement, and in a form provided or approved by the City. If such bond is required, no payment will be made to Contractor until it has been received and approved by the City.

3.2.13.2 Payment Bond. If required by law or otherwise specifically requested by City in Exhibit "D" attached hereto and incorporated herein by reference, Contractor shall execute and provide to City concurrently with this Agreement a Payment Bond in the amount of the total, not-to-exceed compensation indicated in this Agreement, and in a form provided or approved by the City. If such bond is required, no payment will be made to Contractor until it has been received and approved by the City.

3.2.13.3 Bond Provisions. Should, in City's sole opinion, any bond become insufficient or any surety be found to be unsatisfactory, Contractor shall renew or replace the affected bond within 10 days of receiving notice from City. In the event the surety or Contractor intends to reduce or cancel any required bond, at least thirty (30) days prior written notice shall be given to the City, and Contractor shall post acceptable replacement bonds at least ten (10) days prior to expiration of the original bonds. No further payments shall be deemed due or will be made under this Agreement until any replacement bonds required by this Section are accepted by the City. To the extent, if any, that the total compensation is increased in accordance with the Agreement, the Contractor shall, upon request of the City, cause the amount of the bonds to be increased accordingly and shall promptly deliver satisfactory evidence of such increase to the City. To the extent available, the bonds shall further provide that no change or alteration of the Agreement (including, without limitation, an increase in the total compensation, as referred to above), extensions of time, or modifications of the time, terms, or conditions of payment to the Contractor, will release the surety. If the Contractor fails to furnish any required bond, the City may terminate this Agreement for cause.

3.2.13.4 Surety Qualifications. Only bonds executed by an admitted surety insurer, as defined in Code of Civil Procedure Section 995.120, shall be accepted. The surety must be a California-admitted surety with a current A.M. Best's rating no less than A:VIII and satisfactory to the City. If a California-admitted surety insurer issuing bonds does not meet these requirements, the insurer will be considered qualified if it is in conformance with Section 995.660 of the California Code of Civil Procedure, and proof of such is provided to the City.

3.2.13.5 Bond Amounts. Notwithstanding Sections 3.2.13.1 and 3.2.13.2, the City may, in its sole discretion, allow for any required Performance or Payment Bonds to be provided in increments of \$100,000 of work. Once the Contractor has performed work valued at 80% of the bonded amount, the Contractor shall obtain additional bonds to cover the next \$100,000 of work. This process shall continue consecutively throughout the term of the Agreement, up to the total, not-to-exceed compensation indicated in this Agreement. At no time shall work be performed without the required bonding in place. The Contractor is solely responsible for ensuring that all work complies with the bonding requirements set forth herein.

Alternatively, the City may, in its sole discretion, allow for any required Performance or Payment Bonds to be provided annually based on the yearly Agreement amount rather than the total not-to-exceed compensation. In such cases, the bond amount shall be equal to the compensation authorized for each "Contract Year." For purposes of this Agreement, a "Contract Year" shall be defined as a consecutive 12-month period beginning on the Effective Date of the Agreement or any anniversary thereof. At no time shall work be performed that exceeds the bonded annual amount within any given Contract Year,

[CONTRACT NAME**]**

Attachment "D"

unless the Contractor has secured and provided to the City an additional bond covering the excess amount. The Contractor is solely responsible for ensuring that all work within each Contract Year does not exceed the bonded amount or that additional bonding is obtained as necessary.

3.2.14 Accounting Records. Contractor shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Contractor shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Contractor shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

3.3 Fees and Payments.

3.3.1 Compensation. Contractor shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation shall not exceed [***INSERT WRITTEN DOLLAR AMOUNT***] (\$[***INSERT NUMERICAL DOLLAR AMOUNT***]) without written approval of City's [***INSERT TITLE***]. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.3.2 Payment of Compensation. Contractor shall submit to City a monthly itemized statement which indicates work completed and hours of Services rendered by Contractor. The statement shall describe the amount of Services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. City shall, within thirty (30) days of receiving such statement, review the statement and pay all approved charges thereon.

3.3.3 Reimbursement for Expenses. Contractor shall not be reimbursed for any expenses unless authorized in writing by City.

3.3.4 Extra Work. At any time during the term of this Agreement, City may request that Contractor perform Extra Work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of the Project, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Contractor shall not perform, nor be compensated for, Extra Work without written authorization from City's Representative.

3.3.5 California Labor Code Requirements

a. Contractor is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects ("Prevailing Wage Laws"). If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. Contractor shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the Contractor and all subcontractors to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Sections 1771.4 and 1776), hours of labor (Labor Code Sections 1813 and 1815) and debarment of contractors and subcontractors (Labor Code Section 1777.1). The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.

b. If the Services are being performed as part of an applicable "public works" or "maintenance" project, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Contractor and all subcontractors performing such Services must be registered with the Department of Industrial Relations. Contractor shall maintain registration for the duration of the Project and require the same of any subcontractors, as applicable. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1.

[**CONTRACT NAME**]

Attachment "D"

c. This Agreement may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Contractor's sole responsibility to comply with all applicable registration and labor compliance requirements. Any stop orders issued by the Department of Industrial Relations against Contractor or any subcontractor that affect Contractor's performance of Services, including any delay, shall be Contractor's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Contractor caused delay and shall not be compensable by the City. Contractor shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the Department of Industrial Relations against Contractor or any subcontractor.

3.4 Termination of Agreement.

3.4.1 Grounds for Termination. City may, by written notice to Contractor, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Contractor of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Contractor shall be compensated only for those services which have been adequately rendered to City, and Contractor shall be entitled to no further compensation. Contractor may not terminate this Agreement except for cause.

3.4.2 Effect of Termination. If this Agreement is terminated as provided herein, City may require Contractor to provide all finished or unfinished documents and data and other information of any kind prepared by Contractor in connection with the performance of Services under this Agreement. Contractor shall be required to provide such document and other information within fifteen (15) days of the request.

3.4.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.4.4 Agreement Subject to Appropriation of Funds. The Contractor understands and accepts that at all times; the Agreement is subject to appropriation of funds by the Antioch City Council. The Agreement may terminate without penalty, liability or expense of any kind to the City at the end of any fiscal year if funds are not appropriated for the next succeeding fiscal year. If funds are appropriated for a portion of the fiscal year, the Agreement will terminate, without penalty, liability or expense of any kind at the end of the term for which funds are appropriated. The City has no obligation to make appropriations for the Agreement in lieu of appropriations for new or other agreements. City budget decisions are subject to the discretion of the Mayor and City Council. Contractor's assumption of risk of possible non-appropriation is a part of the consideration for the Agreement. This section controls against any and all other provisions of the Agreement.

3.5 General Provisions.

3.5.1 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

Contractor:

INSERT NAME, ADDRESS & CONTACT PERSON

City:

Public Works
City of Antioch
P. O. Box 5007
Antioch, CA 94531-5007

City:

City of Antioch
P. O. Box 5007
Antioch, CA 94531-5007
Attn: City Attorney

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Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.5.2 Indemnification.

3.5.2.1 Scope of Indemnity. To the fullest extent permitted by law, Contractor shall defend, indemnify and hold the City, its officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions of Contractor, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Contractor's Services, the Project or this Agreement, including without limitation the payment of all consequential damages, expert witness fees and attorneys' fees and other related costs and expenses. Notwithstanding the foregoing, to the extent Contractor's Services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Contractor.

3.5.2.2 Additional Indemnity Obligations. Contractor shall defend, with counsel of City's choosing and at Contractor's own cost, expense and risk, any and all claims, suits, actions or other proceedings of every kind covered by Section 3.5.2.1 that may be brought or instituted against City or its officials, officers, employees, volunteers and agents. Contractor shall pay and satisfy any judgment, award or decree that may be rendered against City or its officials, officers, employees, volunteers and agents as part of any such claim, suit, action or other proceeding. Contractor shall also reimburse City for the cost of any settlement paid by City or its officials, officers, employees, agents or volunteers as part of any such claim, suit, action or other proceeding. Such reimbursement shall include payment for City's attorneys' fees and costs, including expert witness fees. Contractor shall reimburse City and its officials, officers, employees, agents, and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Contractor's obligation to indemnify shall survive expiration or termination of this Agreement, and shall not be restricted to insurance proceeds, if any, received by the City, its officials, officers, employees, agents, or volunteers.

3.5.3 Governing Law; Government Code Claim Compliance. This Agreement shall be governed by the laws of the State of California. Venue shall be in Contra Costa County, California. In addition to any and all Agreement requirements pertaining to notices of and requests for compensation or payment for extra work, disputed work, claims and/or changed conditions, Contractor must comply with the claim procedures set forth in Government Code sections 900 et seq. prior to filing any lawsuit against the City. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, claims, and/or changed conditions have been followed by Contractor. If no such Government Code claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, Contractor shall be barred from bringing and maintaining a valid lawsuit against the City.

3.5.4 Time of Essence. Time is of the essence for each and every provision of this Agreement.

3.5.5 City's Right to Employ Other Contractors. City reserves right to employ other contractors in connection with this Project.

3.5.6 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties.

3.5.7 Assignment or Transfer. Contractor shall not assign, hypothecate or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the City. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

3.5.8 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not

[CONTRACT NAME**]**

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strictly for or against any Party. Any term referencing time, days, or period for performance shall be deemed calendar days and not workdays. All references to Contractor include all personnel, employees, agents, and subcontractors of Contractor, except as otherwise specified in this Agreement. All references to City include its officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content or intent of this Agreement.

3.5.9 Amendment; Modification. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

3.5.10 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel or otherwise.

3.5.11 No Third-Party Beneficiaries. Except to the extent expressly provided for in Section 3.5.7, there are no intended third-party beneficiaries of any right or obligation assumed by the Parties.

3.5.12 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.5.13 Prohibited Interests. Contractor maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement. Further, Contractor warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Contractor further agrees to file, or shall cause its employees or subcontractors to file, a Statement of Economic Interest with the City's Filing Officer as required under state law in the performance of the Services. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.5.14 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

3.5.15 Attorneys' Fees and Costs. If any action in law or equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, the prevailing Party shall be entitled to recover from the losing party attorney's fees and costs in an amount determined to be reasonable by a court of competent jurisdiction.

3.5.16 Authority to Enter Agreement. Contractor has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

3.5.17 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

3.5.18 Entire Agreement. This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both parties.

3.5.19 Wage Theft Prevention.

3.5.19.1 Contractor, and any subcontractor it employs to complete work under this Agreement, shall comply with all applicable federal, state and local wage and hour laws. Applicable laws may include, but are not limited to, the Federal Fair Labor Standards Act and the California Labor Code.

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3.5.19.2 BY SIGNING THIS AGREEMENT, CONTRACTOR AFFIRMS THAT IT HAS DISCLOSED ANY FINAL JUDGMENTS, DECISIONS OR ORDERS FROM A COURT OR INVESTIGATORY GOVERNMENT AGENCY, FINDING IN THE FIVE (5) YEARS PRIOR TO EXECUTING THIS AGREEMENT THAT CONTRACTOR OR ITS SUBCONTRACTORS HAS VIOLATED ANY APPLICABLE WAGE AND HOUR LAWS. CONTRACTOR FURTHER AFFIRMS THAT IT OR ITS SUBCONTRACTOR(S) HAS EITHER FULLY SATISFIED EACH JUDGMENT, DECISION OR ORDER, OR, IF ANY JUDGMENT, DECISION OR ORDER HAS NOT BEEN FULLY SATISFIED, CONTRACTOR AFFIRMS THAT IT OR ITS SUBCONTRACTOR(S) IS CURRENTLY SATISFYING SAID JUDGMENT, DECISION OR ORDER THROUGH A PAYMENT OR ALTERNATIVE PLAN APPROVED BY THE APPLICABLE COURT/GOVERNMENT AGENCY AND THAT CONTRACTOR OR ITS SUBCONTRACTOR(S) ARE IN COMPLIANCE WITH SAID PLAN AS OF THE DATE OF EXECUTING THIS AGREEMENT.

3.5.19.3 If at any time during the term of this Agreement, a court or investigatory government agency issues a final judgment, decision or order finding that Contractor or a subcontractor it employs to perform work under this Agreement has violated any applicable wage and hour law, or Contractor learns of such a judgment, decision, or order that was not previously disclosed in its bid/proposal, Contractor shall inform the City no more than fifteen (15) calendar days after the judgment, decision or order becomes final or from the date of learning of the final judgment, decision or order. Contractor or its subcontractor(s) shall, within thirty (30) calendar days after notifying the City, either (i) fully satisfy any such judgment, decision, or order and provide the City with documentary evidence of satisfying said judgment, decision or order; or (ii) provide the City documentary evidence of a payment or other alternative plan approved by the court/government agency to satisfy the judgment, decision or order. If the Contractor or its subcontractor is subject to a payment or other alternative plan, the Contractor or its subcontractor shall continue to submit documentary evidence every thirty (30) calendar days during the term of the Agreement demonstrating continued compliance with the plan until the judgment, decision or order has been fully satisfied.

3.5.19.4 For purposes of this Section, a "final judgment, decision, or order" refers to one for which all appeals have been exhausted or the time period to appeal has expired. Relevant investigatory government agencies include: the United States Department of Labor, the California Division of Labor Standards Enforcement, the City, or any other governmental entity or division tasked with the investigation and enforcement of wage and hour laws.

3.5.19.5 Failure to comply with any part of this Section constitutes a material breach of this Agreement. Such breach may serve as a basis for immediate termination of this Agreement and/or any other remedies available under this Agreement and/or law.

3.5.19.6 Notice provided to the City shall be addressed to: Attention: City Manager, P. O. Box 5007, Antioch, CA 94531-5007. The Notice provisions of this Section are separate from any other notice provisions in this Agreement and, accordingly, only notice provided to the above address satisfies the notice requirements in this Section.

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the [***INSERT DAY***] day of [***INSERT MONTH***], [***INSERT YEAR***].

[SIGNATURES ON NEXT PAGE]

[**CONTRACT NAME**]

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SIGNATURE PAGE FOR MAINTENANCE SERVICES AGREEMENT BETWEEN THE CITY OF ANTIOCH AND [***INSERT VENDOR NAME***]

CITY OF ANTIOCH

Approved By:

[*INSERT CONTRACTOR NAME***]**

Bessie Marie Scott
City Manager

Signature

ATTEST:

Name

City Clerk

Title

Approved As To Form:

Derek Cole
Interim City Attorney

[CONTRACT NAME**]**