

NON-PROFESSIONAL SERVICES AGREEMENT BETWEEN  
THE CITY OF SAN LEANDRO AND  
REDWOOD PAINTING COMPANY, INC  
FOR  
WATER POLLUTION CONTROL PLANT STRUCTURE RECOATING

THIS AGREEMENT for Water Pollution Control Plant Structure Recoating services is made by and between the City of San Leandro ("City") and Redwood Painting Company, Inc. ("Contractor") (together sometimes referred to as the "Parties") as of July 6, 2021 (the "Effective Date").

**Section 1. SERVICES.** Subject to the terms and conditions set forth in this Agreement, Contractor shall provide to City the services described in the Scope of Work attached as Exhibit A at the time and place and in the manner specified therein. In the event of a conflict in or inconsistency between the terms of this Agreement and Exhibit A, the Agreement shall prevail.

- 1.1 **Term of Services.** The term of this Agreement shall begin on the Effective Date and shall end on November 1, 2022, the date of completion specified in Exhibit A, and Contractor shall complete the work described in Exhibit A on or before that date, unless the term of the Agreement is otherwise terminated or extended, as provided for in Section 8. The time provided to Contractor to complete the services required by this Agreement shall not affect the City's right to terminate the Agreement, as referenced in Section 8.
- 1.2 **Standard of Performance.** Contractor shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which Contractor is engaged.
- 1.3 **Assignment of Personnel.** Contractor shall assign only competent personnel to perform services pursuant to this Agreement. In the event that City, in its sole discretion, at any time during the term of this Agreement, desires the reassignment of any such persons, Contractor shall, immediately upon receiving notice from City of such desire of City, reassign such person or persons.
- 1.4 **Time.** Contractor shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary to meet the standard of performance provided in Subsection 1.2 above and to satisfy Contractor's obligations hereunder.
- 1.5 **City of San Leandro Living Wage Rates.** This contract may be covered by the City of San Leandro Living Wage Ordinance (LWO). Contractor's attention is directed to the San Leandro Municipal Code, Title 1, Chapter 6, Article 6. Contractor must submit completed self-certification form and comply with the LWO if covered.
- 1.6 **Public Works Contractor Registration.** Contractor agrees, in accordance with Section 1771.1 of the California Labor Code, that Consultant or any subconsultant shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work,

as defined in Chapter 1 of Part 7 of Division 2 of the California Labor Code, unless currently registered and qualified to perform public work pursuant to California Labor Code section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded. No contractor or subcontractor may be awarded a contract for public work on a public works project unless registered with the Department of Industrial Relations pursuant to California Labor Code section 1725.5. Contractor agrees, in accordance with Section 1771.4 of the California Labor Code, that if the work under this Agreement qualifies as public work, it is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

**Section 2. COMPENSATION.** City hereby agrees to pay Contractor a sum not to exceed \$304,763.00 notwithstanding any contrary indications that may be contained in Contractor's proposal, for services to be performed and reimbursable costs incurred under this Agreement. In the event of a conflict between this Agreement and Contractor's proposal, attached as Exhibit B, regarding the amount of compensation, the Agreement shall prevail. City shall pay Contractor for services rendered pursuant to this Agreement at the time and in the manner set forth herein. The payments specified below shall be the only payments from City to Contractor for services rendered pursuant to this Agreement. Contractor shall submit all invoices to City in the manner specified herein. Except as specifically authorized by City in writing, Contractor shall not bill City for duplicate services performed by more than one person.

Contractor and City acknowledge and agree that compensation paid by City to Contractor under this Agreement is based upon Contractor's estimated costs of providing the services required hereunder, including salaries and benefits of employees and subcontractors of Contractor. Consequently, the Parties further agree that compensation hereunder is intended to include the costs of contributions to any pensions and/or annuities to which Contractor and its employees, agents, and subcontractors may be eligible. City therefore has no responsibility for such contributions beyond compensation required under this Agreement.

2.1 **Invoices.** Contractor shall submit invoices, not more often than once a month during the term of this Agreement, based on the cost for services performed and reimbursable costs incurred prior to the invoice date. Invoices shall contain the following information:

- Serial identifications of progress bills; i.e., Progress Bill No. 1 for the first invoice, etc.;
- The beginning and ending dates of the billing period;
- A Task Summary containing the original contract amount, the amount of prior billings, the total due this period, the balance available under the Agreement, and the percentage of completion;
- At City's option, for each work item in each task, a copy of the applicable time entries or time sheets shall be submitted showing the name of the person doing the work, the hours spent by each person, a brief description of the work, and each reimbursable expense;

- The total number of hours of work performed under the Agreement by Contractor and each employee, agent, and subcontractor of Contractor performing services hereunder;
- The Contractor's signature;
- Contractor shall give separate notice to the City when the total number of hours worked by Contractor and any individual employee, agent, or subcontractor of Contractor reaches or exceeds 800 hours within a 12-month period under this Agreement and any other agreement between Contractor and City. Such notice shall include an estimate of the time necessary to complete work described in Exhibit A and the estimate of time necessary to complete work under any other agreement between Contractor and City, if applicable.

2.2 **Monthly Payment.** City shall make monthly payments, based on invoices received, for services satisfactorily performed, and for authorized reimbursable costs incurred. City shall have 30 days from the receipt of an invoice that complies with all of the requirements above to pay Contractor.

2.3 **Final Payment.** City shall pay the last 10% of the total sum due pursuant to this Agreement within 60 days after completion of the services and submittal to City of a final invoice, if all services required have been satisfactorily performed.

2.4 **Total Payment.** City shall pay for the services to be rendered by Contractor pursuant to this Agreement. City shall not pay any additional sum for any expense or cost whatsoever incurred by Contractor in rendering services pursuant to this Agreement. City shall make no payment for any extra, further, or additional service pursuant to this Agreement.

In no event shall Contractor submit any invoice for an amount in excess of the maximum amount of compensation provided above either for a task or for the entire Agreement, unless the Agreement is modified prior to the submission of such an invoice by a properly executed change order or amendment.

2.5 **Hourly Fees.** Fees for work performed by Contractor on an hourly basis shall not exceed the amounts shown on the compensation schedule attached hereto as Exhibit B.

2.6 **Reimbursable Expenses.** Reimbursable expenses are specified in Exhibit B, and shall not exceed \$0. Expenses not listed in Exhibit B are not chargeable to City. Reimbursable expenses are included in the total amount of compensation provided under this Agreement that shall not be exceeded.

2.7 **Payment of Taxes.** Contractor is solely responsible for the payment of employment taxes incurred under this Agreement and any similar federal or state taxes.

- 2.8 **Payment upon Termination.** In the event that the City or Contractor terminates this Agreement pursuant to Section 8, the City shall compensate the Contractor for all outstanding costs and reimbursable expenses incurred for work satisfactorily completed as of the date of written notice of termination. Contractor shall maintain adequate logs and timesheets to verify costs incurred to that date.
- 2.9 **Authorization to Perform Services.** The Contractor is not authorized to perform any services or incur any costs whatsoever under the terms of this Agreement until receipt of authorization from the Contract Administrator.
- 2.10 **Liquidated Damages.** Failure of Contractor to respond to problems referred to it by City within the time limits established in Subsection 1.2 of this Agreement shall result in liquidated damages as set forth in Exhibit A.

**Section 3. FACILITIES AND EQUIPMENT.** Except as set forth herein, Contractor shall, at its sole cost and expense, provide all facilities and equipment that may be necessary to perform the services required by this Agreement. City shall make available to Contractor only the facilities and equipment listed in this section, and only under the terms and conditions set forth herein. Contractor shall make a written request to City to use facilities or equipment not otherwise listed herein.

- 3.1 **Safety Requirements.** In accordance with generally accepted construction practices and state law, Contractor shall be solely and completely responsible for conditions on the jobsite, including safety of all persons and property during performance of the work. This requirement shall apply continuously and not be limited to normal working hours.

Contractor shall take all necessary precautions and provide all necessary safeguards to prevent personal injury and property damage. Contractor shall provide protection for all persons including, but not limited to, its employees and employees of its subcontractors; members of the public; and employees, agents, and representatives of the City and regulatory agencies that may be on or about the work.

The services of the City in conducting review and inspection of Contractor's performance is not intended to include review of the adequacy of Contractor's work methods, equipment, bracing or scaffolding, or safety measures, in, on, or near any Contractor jobsite.

All work and materials shall be in strict accordance with all applicable state, city, county, and federal rules, regulations and codes, with specific attention to the United States Department of Labor Occupational Health and Safety Administration (OSHA) requirements. Contractor shall be solely responsible for compliance with all city, county, and state explosive transport, storage, and blasting requirements and for any damages caused by such operations.

Contractor is hereby informed that work on City property could be hazardous. Contractor shall carefully instruct all personnel working on City property that all conditions of the property are potentially hazardous work areas as to potential dangers and shall provide

such necessary safety equipment and instructions as are necessary to prevent injury to personnel and damage to property. Special care shall be exercised relative to work underground.

In addition to complying with all other safety regulations, Contractor shall abide by any and all other City requirements contained in any specifications, special conditions or manuals, which shall be made available by City upon request.

Contractor shall provide and maintain all necessary safety equipment such as fences, barriers, signs, lights, walkways, guards, and fire prevention and fire-fighting equipment and shall take such other action as is required to fulfill its obligations under this section. It is the intent of the City to provide a safe working environment under normal conditions. CONTRACTOR IS ADVISED THAT CITY'S OPERATIONS AND PROPERTY ARE INHERENTLY HAZARDOUS BECAUSE OF CONDITIONS SUCH AS CONFINED SPACES, POTENTIALLY EXPLOSIVE ATMOSPHERES, AND POSSIBLE EXPOSURE TO PATHOGENS.

Contractor shall maintain all portions of the jobsite in a neat, clean, and sanitary condition at all times. If required by the City, toilets shall be furnished by Contractor where needed for use of its employees and their use shall be strictly enforced. Contractor shall not use the City's existing sanitary facilities, unless previously authorized by the City.

Contractor shall keep adequate first aid facilities and supplies available and instruction in first aid for its employees shall be given.

City reserves the right to require that Contractor bring onto the project or engage the services of a licensed safety engineer at any time during the term of this Agreement. If Contractor does not have a licensed safety engineer on staff, then City may require that Contractor engage a subcontractor or subconsultant as the project's safety engineer. Contractor shall bear all costs in connection with meeting the requirements of this section.

**Section 4. INSURANCE REQUIREMENTS.** Before fully executing this Agreement, Contractor, at its own cost and expense, unless otherwise specified below, shall procure the types and amounts of insurance listed below against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the Contractor and its agents, representatives, employees, and subcontractors. Consistent with the following provisions, Contractor shall provide proof satisfactory to City of such insurance that meets the requirements of this section and under forms of insurance satisfactory in all respects, and that such insurance is in effect prior to beginning work. Contractor shall maintain the insurance policies required by this section throughout the term of this Agreement. The cost of such insurance shall be included in the Contractor's bid. Contractor shall not allow any subcontractor to commence work on any subcontract until Contractor has obtained all insurance required herein for the subcontractor(s) and provided evidence to City that such insurance is in effect. VERIFICATION OF THE REQUIRED INSURANCE SHALL BE SUBMITTED AND MADE PART OF THIS AGREEMENT PRIOR TO EXECUTION. Contractor shall maintain all required insurance listed herein for the duration of this Agreement.

#### 4.1 Workers' Compensation.

4.1.1 General Requirements. Contractor shall, at its sole cost and expense, maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by Contractor. The Statutory Workers' Compensation Insurance and Employer's Liability Insurance shall be provided with limits of not less than \$1,000,000 per accident. In the alternative, Contractor may rely on a self-insurance program to meet these requirements, but only if the program of self-insurance complies fully with the provisions of the California Labor Code. Determination of whether a self-insurance program meets the standards of the California Labor Code shall be solely in the discretion of the Contract Administrator.

The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Contractor, its employees, agents, and subcontractors.

4.1.2 Submittal Requirements. To comply with Subsection 4.1, Contractor shall submit the following:

- a. Certificate of Workers' Compensation Insurance in the amounts specified in the section; and
- b. Waiver of Subrogation Endorsement as required by the section.

#### 4.2 Commercial General and Automobile Liability Insurance.

4.2.1 General Requirements. Contractor, at its own cost and expense, shall maintain commercial general liability insurance for the term of this Agreement in an amount not less than \$2,000,000 and automobile liability insurance for the term of this Agreement in an amount not less than \$1,000,000 per occurrence, combined single limit coverage for risks associated with the work contemplated by this Agreement. If a Commercial General Liability Insurance or an Automobile Liability form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from activities contemplated under this Agreement, including the use of owned and non-owned automobiles.

4.2.2 Minimum Scope of Coverage. Commercial general coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 (most recent edition) covering comprehensive General Liability on an "occurrence" basis. Automobile coverage shall be at least as broad as Insurance

Services Office Automobile Liability form CA 0001, Code 1 (any auto). No endorsement shall be attached limiting the coverage.

**4.2.3 Additional Requirements.** Each of the following shall be included in the insurance coverage or added as a certified endorsement to the policy:

- a. The Insurance shall cover on an occurrence or an accident basis, and not on a claims-made basis.
- b. City, its officers, officials, employees, and volunteers are to be covered as additional insureds as respects: liability arising out of work or operations performed by or on behalf of the Contractor; or automobiles owned, leased, hired, or borrowed by the Contractor.
- c. Contractor hereby agrees to waive subrogation which any insurer or contractor may require from vendor by virtue of the payment of any loss. Contractor agrees to obtain any endorsements that may be necessary to affect this waiver of subrogation.
- d. For any claims related to this Agreement or the work hereunder, the Contractor's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

**4.2.4 Submittal Requirements.** To comply with Subsection 4.2, Contractor shall submit the following:

- a. Certificate of Liability Insurance in the amounts specified in the section;
- b. Additional Insured Endorsement as required by the section;
- c. Waiver of Subrogation Endorsement as required by the section; and
- d. Primary Insurance Endorsement as required by the section.

**4.3 Reserved**

**4.4 All Policies Requirements.**

**4.4.1 Acceptability of Insurers.** All insurance required by this section is to be placed with insurers with a Bests' rating of no less than A:VII.

4.4.2 **Verification of Coverage.** Prior to beginning any work under this Agreement, Contractor shall furnish City with complete copies of all Certificates of Liability Insurance delivered to Contractor by the insurer, including complete copies of all endorsements attached to the policies. All copies of Certificates of Liability Insurance and certified endorsements shall show the signature of a person authorized by that insurer to bind coverage on its behalf. If the City does not receive the required insurance documents prior to the Contractor beginning work, it shall not waive the Contractor's obligation to provide them. The City reserves the right to require complete copies of all required insurance policies at any time.

4.4.3 **Deductibles and Self-Insured Retentions.** Contractor shall disclose to and obtain the written approval of City for the self-insured retentions and deductibles before beginning any of the services or work called for by any term of this Agreement. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, employees, and volunteers; or the Contractor shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expenses.

4.4.4 **Wasting Policies.** No policy required by this Section 4 shall include a "wasting" policy limit (i.e. limit that is eroded by the cost of defense).

4.4.5 **Endorsement Requirements.** Each insurance policy required by Section 4 shall be endorsed to state that coverage shall not be canceled by either party, except after 30 days' prior written notice has been provided to the City.

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

4.5 **Submittal of Proof of Insurance Coverage.** All certificates of insurance and original endorsements effecting coverage required in this Section 4 must be electronically submitted through the City's online insurance document management program, PINS Advantage. Contractor shall comply with all requirements provided by City related to the PINS Advantage program.

4.6 **Remedies.** In addition to any other remedies City may have if Contractor fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, City may, at its sole option exercise any of the following remedies, which are alternatives to other remedies City may have and are not the exclusive remedy for Contractor's breach:

- Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement;



- Order Contractor to stop work under this Agreement or withhold any payment that becomes due to Contractor hereunder, or both stop work and withhold any payment, until Contractor demonstrates compliance with the requirements hereof; and/or
- Terminate this Agreement.

**Section 5. INDEMNIFICATION AND CONTRACTOR'S RESPONSIBILITIES.** Contractor shall indemnify, defend with counsel acceptable to City, and hold harmless City and its officers, officials, employees, agents and volunteers from and against any and all liability, loss, damage, claims, expenses, and costs (including without limitation, attorney's fees and costs and fees of litigation) (collectively, "Liability") of every nature arising out of or in connection with Contractor's performance of the Services or its failure to comply with any of its obligations contained in this Agreement, except such Liability caused by the sole negligence or willful misconduct of City.

Contractor shall also indemnify, defend and hold harmless the City from all suits or claims for infringement of any patent rights, copyrights, trade secrets, trade names, trademarks, service marks, or any other proprietary rights of any person or persons because of the City or any of its officers, employees, volunteers, or agents use of articles, products things, or services supplied in the performance of Contractor's services under this Agreement, however, the cost to defend charged to Contractor shall not exceed Contractor's proportionate percentage fault.

The Contractor's obligation to defend and indemnify shall not be excused because of the Contractor's inability to evaluate Liability or because the Contractor evaluates Liability and determines that the Contractor is not liable to the claimant. The Contractor must respond within 30 days, to the tender of any claim for defense and indemnity by the City, unless this time has been extended by the City. If the Contractor fails to accept or reject a tender of defense and indemnity within 30 days, in addition to any other remedy authorized by law, so much of the money due the Contractor under and by virtue of this Agreement as shall reasonably be considered necessary by the City, may be retained by the City until disposition has been made of the claim or suit for damages, or until the Contractor accepts or rejects the tender of defense, whichever occurs first.

Notwithstanding the forgoing, to the extent this Agreement is a "construction contract" as defined by California Civil Code Section 2782, as may be amended from time to time, such duties of Contractor to indemnify shall not apply when to do so would be prohibited by California Civil Code Section 2782.

If this Agreement involved construction or maintenance then all provisions of this Agreement pursuant to which Contractor agrees to indemnify the City against liability for damages arising out of bodily injury to persons or damage to property relative to the construction, alteration, repair, addition to, subtraction from, improvement to, or maintenance of, any building, road, or other structure, project, development, or improvement attached to real estate, shall not apply to damages caused by or resulting from the active or sole negligence or willful misconduct of the City. The indemnifications provided herein shall not be limited to damages, compensation or benefits payable under insurance policies, workers' compensation acts, disability benefit acts, or other employees' benefit acts.

In the event that Contractor or any employee, agent, or subcontractor of Contractor providing services under this Agreement is determined by a court of competent jurisdiction or the California Public Employees

Retirement System (PERS) to be eligible for enrollment in PERS as an employee of City, Contractor shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

**Section 6. STATUS OF CONTRACTOR.**

- 6.1 **Independent Contractor.** At all times during the term of this Agreement, Contractor shall be an independent contractor and shall not be an employee of City. City shall have the right to control Contractor only insofar as the results of Contractor's services rendered pursuant to this Agreement and assignment of personnel pursuant to Subsection 1.3; however, otherwise City shall not have the right to control the means by which Contractor accomplishes services rendered pursuant to this Agreement. Notwithstanding any other City, state, or federal policy, rule, regulation, law, or ordinance to the contrary, Contractor and any of its employees, agents, and subcontractors providing services under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any and all claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in the California Public Employees Retirement System (PERS) as an employee of City and entitlement to any contribution to be paid by City for employer contributions and/or employee contributions for PERS benefits.
- 6.2 **Contractor Not an Agent.** Except as City may specify in writing, Contractor shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Contractor shall have no authority, express or implied, pursuant to this Agreement to bind City to any obligation whatsoever.

**Section 7. LEGAL REQUIREMENTS.**

- 7.1 **Governing Law.** The laws of the State of California shall govern this Agreement.
- 7.2 **Compliance with Applicable Laws.** Contractor and any subcontractors shall comply with all laws applicable to the performance of the work hereunder.
- 7.3 **Other Governmental Regulations.** To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, Contractor and any subcontractors shall comply with all applicable rules and regulations to which City is bound by the terms of such fiscal assistance program.
- 7.4 **Licenses and Permits.** Contractor represents and warrants to City that Contractor and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions. Contractor represents and warrants to City that Contractor and its employees, agents, any subcontractors shall, at their sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required to practice their respective professions. In addition to the foregoing,

Contractor and any subcontractors shall obtain and maintain during the term of this Agreement valid Business Licenses from City.

- 7.5 **Nondiscrimination and 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, 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.

## **Section 8. TERMINATION AND MODIFICATION.**

- 8.1 **Termination.** City may cancel this Agreement at any time and without cause upon written notification to Contractor.

Contractor may cancel this Agreement upon 30 days' written notice to City and shall include in such notice the reasons for cancellation.

In the event of termination, Contractor shall be entitled to compensation for services performed to the effective date of termination; City, however, may condition payment of such compensation upon Contractor delivering to City any or all documents, photographs, computer software, video and audio tapes, and other materials provided to Contractor or prepared by or for Contractor or the City in connection with this Agreement.

- 8.2 **Extension.** City may, in its sole and exclusive discretion, extend the end date of this Agreement beyond that provided for in Subsection 1.1. Any such extension shall require a written amendment to this Agreement, as provided for herein. Contractor understands and agrees that, if City grants such an extension, City shall have no obligation to provide Contractor with compensation beyond the maximum amount provided for in this Agreement. Similarly, unless authorized by the Contract Administrator, City shall have no obligation to reimburse Contractor for any otherwise reimbursable expenses incurred during the extension period.

- 8.3 **Amendments.** The Parties may amend this Agreement only by a writing signed by all the Parties.

- 8.4 **Assignment and Subcontracting.** City and Contractor recognize and agree that this Agreement contemplates personal performance by Contractor and is based upon a determination of Contractor's unique personal competence, experience, and specialized

personal knowledge. Moreover, a substantial inducement to City for entering into this Agreement was and is the professional reputation and competence of Contractor. Contractor may not assign this Agreement or any interest therein without the prior written approval of the Contract Administrator. Contractor shall not subcontract any portion of the performance contemplated and provided for herein, other than to the subcontractors noted in the proposal, without prior written approval of the Contract Administrator.

- 8.5 **Survival.** All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between City and Contractor shall survive the termination of this Agreement.
- 8.6 **Options upon Breach by Contractor.** If Contractor materially breaches any of the terms of this Agreement, City's remedies shall included, but not be limited to, the following:
- 8.6.1 Immediately terminate the Agreement;
  - 8.6.2 Retain the plans, specifications, drawings, reports, design documents, and any other work product prepared by Contractor pursuant to this Agreement;
  - 8.6.3 Retain a different contractor to complete the work described in Exhibit A not finished by Contractor; or
  - 8.6.4 Charge Contractor the difference between the cost to complete the work described in Exhibit A that is unfinished at the time of breach and the amount that City would have paid Contractor pursuant to Section 2 if Contractor had completed the work.

## **Section 9. KEEPING AND STATUS OF RECORDS.**

- 9.1 **Records Created as Part of Contractor's Performance.** All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Contractor prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the City. Contractor hereby agrees to deliver those documents to the City upon termination of the Agreement. It is understood and agreed that the documents and other materials, including but not limited to those described above, prepared pursuant to this Agreement are prepared specifically for the City and are not necessarily suitable for any future or other use. City and Contractor agree that, until final approval by City, all data, plans, specifications, reports and other documents are confidential and will not be released to third parties without prior written consent of both Parties.
- 9.2 **Contractor's Books and Records.** Contractor shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the City under this Agreement for a minimum of 3 years, or for any longer period required by law, from the date of final payment to the Contractor to this Agreement.

- 9.3 **Inspection and Audit of Records.** Any records or documents that Subsection 9.2 of this Agreement requires Contractor to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of the City. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds \$10,000.00, the Agreement shall be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of the City, for a period of 3 years after final payment under the Agreement.

**Section 10. MISCELLANEOUS PROVISIONS.**

- 10.1 **Attorneys' Fees.** If a party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.
- 10.2 **Venue.** In the event that either party brings any action against the other under this Agreement, the Parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of Alameda or in the United States District Court for the Northern District of California.
- 10.3 **Severability.** If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.
- 10.4 **No Implied Waiver of Breach.** The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.
- 10.5 **Successors and Assigns.** The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the Parties.
- 10.6 **Conflict of Interest.** Contractor may serve other clients, but none whose activities within the corporate limits of City or whose business, regardless of location, would place Contractor in a "conflict of interest," as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 *et seq.*

Contractor shall not employ any City official in the work performed pursuant to this Agreement. No officer or employee of City shall have any financial interest in this Agreement that would violate California Government Code Section 1090 *et seq.*

Contractor hereby warrants that it is not now, nor has it been in the previous 12 months, an employee, agent, appointee, or official of the City. If Contractor was an employee, agent,

appointee, or official of the City in the previous 12 months, Contractor warrants that it did not participate in any manner in the forming of this Agreement. Contractor understands that, if this Agreement is made in violation of California Government Code Section 1090 *et seq.*, the entire Agreement is void and Contractor will not be entitled to any compensation for services performed pursuant to this Agreement, including reimbursement of expenses, and Contractor will be required to reimburse the City for any sums paid to the Contractor. Contractor understands that, in addition to the foregoing, it may be subject to criminal prosecution for a violation of California Government Code Section 1090 *et seq.*, and, if applicable, will be disqualified from holding public office in the State of California.

- 10.7 **Solicitation.** Contractor agrees not to solicit business at any meeting, focus group, or interview related to this Agreement, either orally or through any written materials.
- 10.8 **Contract Administration.** This Agreement shall be administered by Hayes Morehouse ("Contract Administrator"). All correspondence shall be directed to or through the Contract Administrator or his or her designee.
- 10.9 **Notices.** Any written notice to Contractor shall be sent to:  
Charles Del Monte  
620 West 10<sup>th</sup> Street  
Pittsburg, CA 94565

Any written notice to City shall be sent to:  
Hayes Morehouse  
3000 Davis Street  
San Leandro, CA 94577  
hmorehouse@sanleandro.org

With a copy to:  
City of San Leandro  
Department of Finance  
c/o Purchasing Agent  
835 East 14<sup>th</sup> Street  
San Leandro, CA 94577

- 10.10 **Integration.** This Agreement, including the scope of work attached hereto and incorporated herein as Exhibits A, B, C and D represents the entire and integrated agreement between City and Contractor and supersedes all prior negotiations, representations, or agreements, either written or oral.

<u>Exhibit A</u>	Scope of Services
<u>Exhibit B</u>	Compensation Schedule & Reimbursable Expenses
<u>Exhibit C</u>	COVID-19 Compliance Requirements
<u>Exhibit D</u>	California Labor Code Section 1720 Information

- 10.11 **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.

- 10.12 **Certification per Iran Contracting Act of 2010.** In the event that this contract is for one million dollars (\$1,000,000.00) or more, by Contractor's signature below Contractor certifies that Contractor, and any parent entities, subsidiaries, successors or subunits of Contractor are not identified on a list created pursuant to subdivision (b) of Section 2203 of the California Public Contract Code as a person engaging in investment activities in Iran as described in subdivision (a) of Section 2202.5, or as a person described in subdivision (b) of Section 2202.5 of the California Public Contract Code, as applicable.

**SIGNATURES ON FOLLOWING PAGE**

The Parties have executed this Agreement as of the Effective Date. The persons whose signatures appear below certify that they are authorized to sign on behalf of the respective Party.

CITY OF SAN LEANDRO

REDWOOD PAINTING COMPANY, INC.

\_\_\_\_\_  
Fran Robustelli, City Manager

\_\_\_\_\_  
Charles Del Monte, President

Attest:

\_\_\_\_\_  
1000005253  
Consultant's DIR Registration Number  
(if applicable)

\_\_\_\_\_  
Leticia I. Miguel, City Clerk

Budget Approved:

Approved as to Fiscal Authority:

\_\_\_\_\_  
Susan Hsieh, Finance Director

\_\_\_\_\_  
593-52-113-5890  
Account Number

Approved as to Form:

\_\_\_\_\_  
Richard D. Pio Roda, City Attorney

\_\_\_\_\_  
Debbie Pollart, Public Works Services Director



## EXHIBIT A

### SCOPE OF SERVICES

1. **SUMMARY:** The work includes all services, labor, materials, transportation and equipment necessary to perform the work described in these specifications.
2. **SCOPE:**
  - A. Areas to be recoated:
    1. Rehabilitation and coating project for Secondary Clarifier Number 1 Mechanical and Stationary Metal assets and structure. This will include the following: Mechanical rotating arms, clarifier center column, scum trough, clarifier drive assemblies and clarifier catwalk with handrails as well as other associated ferrous items. Refer to drawings 24678D1, 24678D2, 24678D51, 24678D52, 24678D53 in Attachment D for details of the structure.
    2. Rehabilitation and coating for the Thickener Deck stationary structural metal assets. This will include the structural columns and deck beams as well as equipment pads, all piping and associated ferrous hangers below the deck excluding electrical. This portion will be treated as Partially Submerged. Refer to drawings 703.01, 704.01, 705.01, 707.01, 720.01, 722.01 and 723.01 of Case 604 in Attachment D.
  - B. Submerged items are items that are submerged during normal operation.
    1. Non-Submerged items are items that are normally not in contact with wastewater and not submerged at any point.
    2. Partially Submerged are parts that are at the water line and are frequently in contact with wastewater and air.
  - C. Submerged items: Sand blast to near white ensuring so existing coating and corrosion is removed. If the surface is pitted from rust, prep and use compatible rust converter on pitted areas and any areas in which surface prep is not possible. Coat all submerged ferrous metals on the clarifier arms and columns in coating specified in 09960-8 section 2.03 G. Coal Tar Epoxy that extends 6 inches above water line.
  - D. Non-Submerged items & Partially Submerged items: Sand Blast to near white ensuring existing coating and corrosion is removed. If the surface is pitted, prep and use compatible rust converter, prep and convert pitted areas and any areas in which surface prep is not possible. Coat all Non- submerged ferrous metals on part of the Clarifier rotating arms, Part of the Center Column, the Cyclonic reducer and rotational mechanisms that turn the clarifier arms, Catwalk and Catwalk Handrails. All Non-submerged Ferrous metals will get a High Solids

Epoxy Base and UV resistant Aliphatic or Aliphatic-Acrylic Polyurethane Topcoat or equivalent specified in 09960- 2.03 Coating Materials D. System C. High Solids Epoxy to extend 6 inches below the water line.

- E. If there are areas of the structure that are structurally questionable due to rust or other causes, then work on that area only shall cease until a City representative can inspect and a plan for correcting it is determined and implemented.
  
- F. Except as specifically noted otherwise, provide and pay for the following:
  - 1. Insurance and bonds.
  - 2. Labor, materials, and equipment.
  - 3. Tools, equipment, and machinery required for construction.
  - 4. Utilities required for construction.
  - 5. Temporary facilities including sheeting and shoring.
  - 6. Traffic control and dust control measures.
  - 7. Other facilities and services necessary for proper execution and completion of the Work.
  
- G. Secure and pay for all permits including, but not limited to, City Building Permit, OSHA excavation permits, Storm Water Pollution Prevention Permit, Bay Area Air Quality Management District Permits, Department of Transportation permits, government fees and licenses.
  
- H. Comply with codes, ordinances, regulations, orders, and other legal requirements of public authorities having bearing or jurisdiction on the performance of the Work.
  
- I. Location of Project  
The Work is located at the Water Pollution Control Plant, 3000 Davis Street, San Leandro, CA 94577.
  
- J. OWNER ASSIGNED SUBCONTRACTORS  
Assignment of subcontractors by OWNER is not anticipated.
  
- K. OWNER FURNISHED EQUIPMENT
  
- L. OWNER will furnish the following products: None.
  
- M. ACTIVITIES BY OTHERS
  - 1. OWNER, utilities, and others may perform activities within Project area while the Work is in progress. Schedule the Work with OWNER, utilities, and others to minimize mutual interference.
  - 2. Activities by others which may affect performance of work include:
    - a. Normal daily operation of the wastewater treatment plant by OWNER.

- b. Ongoing construction work by OWNER and/or others deemed necessary by OWNER.
3. Cooperate with others to minimize interference and delays. When cooperation fails, submit recommendations and perform Work in coordination with work of others.
4. If deemed necessary, OWNER will retain and pay the services of an independent testing laboratory to perform all inspections, tests, or approvals required by the Contract Documents.

#### 1.07 COORDINATION OF WORK

- A. Maintain overall coordination of the Work.
- B. Obtain construction schedules from each subcontractor, and require each subcontractor to maintain schedules and coordinate modifications.

## **SECTION 09960**

### **COATINGS**

#### **PART 1 GENERAL**

##### **1.01 SUMMARY**

- A. Section includes: Field applied coatings.
- B. Related sections:
- C. The Contract Documents are complementary; what is called for by one is as binding as if called for by all.
- D. It is the CONTRACTOR's responsibility for scheduling and coordinating the Work of subcontractors, suppliers, and other individuals or entities performing or furnishing any of CONTRACTOR's Work.

##### **1.02 REFERENCES**

- A. ASTM International (ASTM):
  - 1. D 16 - Standard Terminology for Paint, Related Coatings, Materials, and Applications.
  - 2. D 4541 - Standard Test Method for Pull-off Strength of Coatings Using Portable Adhesion Testers.
- B. NACE International (NACE):
  - 1. SP0178 - Design, Fabrication, and Surface Finish Practices for Tanks and Vessels to Be Lined for Immersion Service.
  - 2. SP0188-06 - Discontinuity (Holiday) Testing of Protective Coatings.
- C. National Association of Pipe Fabricators (NAPF):
  - 1. 500-03 - Surface Preparation Standard for Ductile Iron Pipe and Fittings Receiving Special External Coatings and/or Special Internal Linings.
- D. NSF International (NSF):
  - 1. 61 - Drinking Water System Components - Health Effects.
- E. Society for Protective Coatings (SSPC):
  - 1. SP COM - Surface Preparation Commentary for Steel and Concrete
- F. Substrates.
  - 1. SP-1 - Solvent Cleaning.
  - 2. SP-2 - Hand Tool Cleaning.
  - 3. SP-3 - Power Tool Cleaning.
  - 4. SP-5 - White Metal Blast Cleaning.
  - 5. SP-6 - Commercial Blast Cleaning.
  - 6. SP-7 - Brush-Off Blast Cleaning.
  - 7. SP-10 - Near-White Blast Cleaning.
- G. U.S. Environment Protection Agency (EPA):
  - 1. Method 24 - Surface Coatings.

### 1.03 DEFINITIONS

- A. Submerged metal: Steel or iron surfaces below tops of channel or structure walls which will contain water even when above expected water level.
- B. Submerged concrete and masonry surfaces: Surfaces which are or will be:
1. Underwater.
  2. In structures which normally contain water.
  3. Below tops of walls of water containing structures.
- C. Exposed surface: Any metal or concrete surface, indoors or outdoors that is exposed to view.
- D. Dry film thickness (DFT): Thickness of fully cured coating, measured in mils.
- E. Volatile organic compound (VOC): Content of air polluting hydrocarbons in uncured coating product measured in units of grams per liter or pounds per gallon, as determined by EPA Method 24.
- F. Ferrous: Cast iron, ductile iron, wrought iron, and all steel alloys except stainless steel.
- G. Where SSPC surface preparation standards are specified or implied for ductile iron pipe or fittings, the equivalent NAPF surface preparation standard shall be substituted for the SSPC standard.

### 1.04 PERFORMANCE REQUIREMENTS

- A. Coating materials shall be especially adapted for use in wastewater treatment plants.
- B. Coating materials used in contact with potable water supply systems shall be certified to NSF 61.

### 1.05 SUBMITTALS

- A. Submit for approval prior to construction
- B. Shop Drawings:
1. Schedule of proposed coating materials.
  2. Schedule of surfaces to be coated with each coating material.
- C. Product Data: Include description of physical properties of coatings including solids content and ingredient analysis, VOC content, temperature resistance, typical exposures and limitations, and manufacturer's standard color chips:
1. Regulatory requirements: Submit data concerning the following:
    - a. Volatile organic compound limitations.

2. Coatings containing lead compounds and PCBs.
3. Abrasives and abrasive blast cleaning techniques, and disposal.
- D. Samples: Include 8-inch square drawdowns or brush-outs of topcoat finish when requested. Identify each sample as to finish, formula, color name and number and sheen name and gloss units.
- E. Certificates: Submit in accordance with requirements for Product Data.
- F. Manufacturer's Instructions: Include the following:
  1. Special requirements for transportation and storage.
  2. Mixing instructions.
  3. Shelf life.
  4. Pot life of material.
  5. Precautions for applications free of defects.
  6. Surface preparation.
  7. Method of application.
  8. Recommended number of coats.
  9. Recommended dry film thickness (DFT) of each coat.
  10. Recommended total dry film thickness (DFT).
  11. Drying time of each coat, including prime coat.
  12. Required prime coat.
  13. Compatible and non-compatible prime coats.
  14. Recommended thinners, when recommended.
  15. Limits of ambient conditions during and after application.
  16. Time allowed between coats (minimum and maximum).
  17. Required protection from sun, wind, and other conditions.
  18. Touch-up requirements and limitations.
  19. Minimum adhesion of each system submitted in accordance with ASTM D 4541.
- G. Manufacturer's Representative's Field Reports.
- H. Operations and Maintenance Data
  1. Reports on visits to project site to view and approve surface preparation of structures to be coated.
  2. Reports on visits to project site to observe and approve coating application procedures.
  3. Reports on visits to coating plants to observe and approve surface preparation and coating application on items that are "shop coated."
- I. Quality Assurance Submittals:
  1. Quality Assurance plan.
  2. Qualifications of coating applicator including List of Similar Projects.
- J. Submit notarized certificate that:
  1. All paints and coatings to be used on this project comply with the VOC regulations of the State of California Air Management District in which the coatings will be used and meet the most current rules.

## 1.06 QUALITY ASSURANCE

- A. Applicator qualifications:

1. Minimum of 5 years experience applying specified type or types of coatings under conditions similar to those of the Work:
    - a. Provide qualifications of applicator and references listing 5 similar projects completed in the past 2 years.
  2. Manufacturer approved applicator when manufacturer has approved applicator program.
  3. Approved and licensed by polymorphic polyester resin manufacturer to apply polymorphic polyester resin coating system.
  4. Approved and licensed by elastomeric polyurethane (100 percent solids) manufacturer to apply 100 percent solids elastomeric polyurethane system.
  5. Applicator of off-site application of coal tar epoxy shall have successfully applied coal tar epoxy on similar surfaces in material, size, and complexity as on the Project.
- B. Regulatory requirements: Comply with governing agencies regulations by using coatings that do not exceed permissible volatile organic compound limits and do not contain lead:
1. Do not use coal tar epoxy in contact with drinking water or exposed to ultraviolet radiation.
- C. Certification: Certify that coatings are resistant to deterioration when exposed to hydrogen sulfide and other sewage gases and product data designates the coating as suitable for water and wastewater service.
- D. Field samples: Prepare and coat a minimum 100 square foot area between corners or limits such as control or construction joints of each system. Approved field sample may be part of Work.
- E. Pre-installation conference: One meeting required before project performance.
- F. Compatibility of coatings: Use products by same manufacturer for prime coats, intermediate coats, and finish coats on same surface, unless specified otherwise.
- G. Services of coating manufacturers representative: Arrange for coating manufacturers representative to attend pre-installation conferences. Make periodic visits to the project site (minimum biweekly) to provide consultation and inspection services during surface preparation and application of coatings, and to make visits to coating plants to observe and approve surface preparation procedures and coating application of items to be “shop primed and coated”.

#### 1.07 PRODUCT DELIVERY, STORAGE, AND HANDLING

- A. Deliver, store, and handle products as specified by manufacturer.
- B. Remove unspecified and unapproved paints from Project site immediately.

- C. Deliver new unopened containers with labels identifying the manufacturer's name, brand name, product type, batch number, date of manufacturer, expiration date or shelf life, color, and mixing and reducing instructions.
- D. Do not deliver materials aged more than 12 months from manufacturing date.
- E. Store coatings in well-ventilated facility that provides protection from the sun weather, and fire hazards. Maintain ambient storage temperature between 45 and 90 degrees Fahrenheit, unless otherwise recommended by the manufacturer.
- F. Take precautions to prevent fire and spontaneous combustion.

#### 1.08 PROJECT CONDITIONS

- A. Surface moisture contents: Do not coat surfaces that exceed manufacturer specified moisture contents, or when not specified by the manufacturer, the following moisture contents:
  - 1. Plaster and gypsum wallboard: 12 percent.
  - 2. Masonry, concrete, and concrete block: 12 percent.
  - 3. Interior located wood: 15 percent.
  - 4. Concrete floors: 7 percent.
- B. Do not apply coatings:
  - 1. Under dusty conditions or adverse environmental conditions, unless tenting, covers, or other such protection is provided for structures to be coated.
  - 2. When light on surfaces measures less than 15 foot-candles.
  - 3. When ambient or surface temperature is less than 55 degrees Fahrenheit unless manufacturer allows a lower temperature.
  - 4. When relative humidity is higher than 85 percent.
  - 5. When surface temperature is less than 5 degrees Fahrenheit above dew point.
  - 6. When surface temperature exceeds the manufacturer's recommendation.
  - 7. When ambient temperature exceeds 90 degrees Fahrenheit, unless manufacturer allows a higher temperature.
  - 8. Apply clear finishes at minimum 65 degrees Fahrenheit.
- C. Provide fans, heating devices, dehumidifiers, or other means recommended by coating manufacturer to prevent formation of condensate or dew on surface of substrate, coating between coats and within curing time following application of last coat.
- D. Provide adequate continuous ventilation and sufficient heating facilities to maintain minimum 55 degrees Fahrenheit for 24 hours before, during and 48 hours after application of finishes.
- E. Systems:
  - 1. Site electrical power: Available for CONTRACTOR's use.
  - 2. Internal combustion engine generators: May be used; CONTRACTOR shall obtain all required permits and provide air pollution and noise control devices on equipment as required by permitting agencies.



3. Dehumidification: Provide desiccant or refrigeration drying. Desiccant types shall have a rotary desiccant wheel capable of continuous operation. No Liquid, granular, or loose lithium chloride drying systems will be allowed.
4. Heating: Electric, indirect combustion, or steam coil methods may be used. Direct fired combustion heaters will not be allowed during abrasive blasting, coating application, or coating cure time.
5. Design and submittals:
  - a. CONTRACTOR shall prepare dehumidification and heating plan for this project, including all equipment and operating procedures if required.
  - b. Suppliers of services and equipment shall have not less than 3 years experience in similar applications; Cargocaire Corporation (Munters) or equal.
6. Monitoring and performance:
  - a. Measure and record relative humidity and temperature of air, and structure temperature twice daily (beginning and end of work shifts) to verify that proper humidity and temperature levels are achieved inside the reservoir after the dehumidification equipment is installed and operational. Test results shall be made available to the ENGINEER upon request.
  - b. Interior space of the tank(s) shall be sealed and a slight positive pressure maintained as recommended by the supplier of the dehumidification equipment.
  - c. The filtration system used to remove dust from the air shall be designed so that it does not interfere with the dehumidification equipment's ability to control the dew point and relative humidity inside the reservoir
  - d. The air from the tank or dust filtration equipment shall not be recirculated through the dehumidifier during coating application or when solvent vapors are present.

## PART 2 PRODUCTS

### 2.01 MANUFACTURERS

- A. Special coatings: One of the following or equal:
  1. Carboline: Carboline, St. Louis, MO.
  2. Ceilcote: Ceilcote Corrosion Control, Berea, OH.
  3. Dampney: The Dampney Company, Everett, MA.
  4. Devoe: ICI Devoe Coatings, Louisville, KY.
  5. Dudick: Dudick, Inc., Streetsboro, OH.
  6. GET: Global Eco Technologies, Pittsburg, CA.
  7. Henkel: Henkel North America, Madison Heights MI.
  8. IET: Integrated Environmental Technologies, Santa Barbara, CA.
  9. PPC: Polymorphic Polymers Corp., N. Miami, FL.
  10. PPG Amercoat: PPG Protective & Marine Coatings, Brea, CA.
  11. Sanchem: Sanchem, Chicago, IL.
  12. Superior: Superior Environmental Products, Inc., Addison, TX.

13. S-W: Sherwin-Williams Co., Cleveland, OH.
14. Tnemec: Tnemec Co., Kansas City, MO.
15. Wasser: Wasser High Tech Coatings, Kent, WA.
16. ZRC: ZRC Worldwide Innovative Zinc Technologies, Marshfield, MA.

## 2.02 PREPARATION AND PRETREATMENT MATERIALS

- A. Metal pretreatment: As manufactured by one of the following or equal:
  1. Henkel: Galvaprep 5.
  2. S-W: Macropoxy 646 Fast Cure.
  3. Tnemec: Series N69 Hi-Build Epoxoline.
- B. Surface cleaner and degreaser: As manufactured by one of the following or equal:
  1. Carboline Surface Cleaner No.3.
  2. Devoe: Devprep 88.
  3. S-W: Clean and Etch.

## 2.03 COATING MATERIALS

- A. Alkali resistant bitumastic: As manufactured by one of the following or equal:
  1. Carboline: Bitumastic No. 50.
  2. S-W: Targuard.
  3. Wasser: MC-Tar.
- B. Wax coating: As manufactured by one of the following or equal:
  1. Sanchem: No-Ox-Id A special.
  2. Watts.
- C. High solids epoxy (self priming) not less than 72 percent solids by volume: As manufactured by one of the following or equal:
  1. Carboline: Carboguard 891.
  2. Devoe: Bar Rust 233H.
  3. PPG Amercoat: Amerlock 2.
  4. S-W: Macropoxy 646.
  5. Tnemec: HS Epoxy Series 104.
- D. Aliphatic or aliphatic-acrylic polyurethane: As manufactured by one of the following or equal:
  1. Carboline: Carbothane 134 VOC.
  2. Devoe: Devthane 379.
  3. PPG Amercoat: Amershield VOC.
  4. S-W: High Solids Polyurethane CA.
  5. Tnemec: Endura-Shield II Series 1075 (U).
- E. Asphalt varnish: AWWA C 500.

- F. Protective coal tar: As manufactured by one of the following or equal:
  - 1. Carboline: Bitumastic No. 50.
  - 2. PPG Amercoat: 78HB
  
- G. Coal tar epoxy: As manufactured by one of the following or equal:
  - 1. Carboline: 300-M, Bitumastic.
  - 2. PPG Amercoat: 78HB.
  - 3. S-W: Tar Guard 100.
  - 4. Tnemec: Series 46H-413.
  
- H. Elastomeric polyurethane, 100 percent solids, ASTM D 16, Type V, (Urethane P):  
As manufactured by one of the following or equal:
  - 1. GET: Endura-Flex EF-1988.
  - 2. Calcelite.
  
- I. Waterborne acrylic emulsion: As manufactured by one of the following or equal:
  - 1. S-W: DTM Acrylic B66W1.
  - 2. Tnemec: Tneme-Cryl Series 6.
  
- J. Cold Galvanizing Compound: As manufactured by one of the following or equal:
  - 1. ZRC: Cold Galvanizing Compound.
  - 2. BAT.

## 2.04 MIXES

- A. Mix epoxy parts in accordance with manufacturer's instructions.
  
- B. Mix coal tar epoxy in containers furnished by manufacturer for mixing purposes. Mix unit quantities only. Use power mixer for minimum time recommended by manufacturer. Do not include time during pouring or stirring in mixing time.

## PART 3 EXECUTION

### 3.01 GENERAL PROTECTION

- A. Protect adjacent surfaces from coatings and damage. Repair damage resulting from inadequate or unsuitable protection:
  
- B. Protect adjacent surfaces not to be coated from spatter and droppings with drop cloths and other coverings:
  - 1. Mask off surfaces of items not to be coated or remove items from area.
  
- C. Furnish sufficient drop cloths, shields and protective equipment to prevent spray or droppings from fouling surfaces not being coated and in particular, surfaces within storage and preparation area.

- D. Place cotton waste, cloths and material which may constitute fire hazard in closed metal containers and remove daily from site.
- E. Remove electrical plates, surface hardware, fittings, and fastenings, prior to application of coating operations. Carefully store, clean, and replace on completion of coating in each area. Do not use solvent or degreasers to clean hardware that may remove permanent lacquer finish.

### 3.02 GENERAL PREPARATION

- A. Prepare surfaces in accordance with coating manufacturer's instructions, unless more stringent requirements are specified in this Section.
- B. Protect following surfaces from abrasive blasting by masking, or other means:
  - 1. Threaded portions of valve and gate stems, grease fittings, and identification plates.
  - 2. Machined surfaces for sliding contact.
  - 3. Surfaces to be assembled against gaskets.
  - 4. Surfaces of shafting on which sprockets are to fit.
  - 5. Surfaces of shafting on which bearings are to fit.
  - 6. Machined surfaces of bronze trim, including those slide gates.
  - 7. Cadmium-plated items except cadmium-plated, zinc-plated, or sherardized fasteners used in assembly of equipment requiring abrasive blasting.
  - 8. Galvanized items, unless scheduled to be coated.
- C. Protect installed equipment, mechanical drives, and adjacent coated equipment from abrasive blasting to prevent damage caused by entering sand or dust.
- D. Concrete:
  - 1. Allow new concrete to cure for minimum of 28 days before coating.
  - 2. Clean concrete surfaces of dust, mortar, fins, loose concrete particles, form release materials, oil, and grease. Fill voids so that surface is smooth. Etch or brush off-blast clean in accordance with SSPC SP-7 to provide surface profile equal to 40 to 60 grit sandpaper, or as recommended by coating manufacturer. All concrete surfaces shall be vacuumed clean prior to coating application.
- E. Ferrous metal surfaces:
  - 1. Remove grease and oil in accordance with SSPC SP-1.
  - 2. Remove rust, scale, and welding slag and spatter, and prepare surfaces in accordance with appropriate SSPC standard as specified. Convert and treat rust pitting to ensure it will not form under the coatings.
  - 3. Abrasive blast surfaces to near white prior to coating.
  - 4. When abrasive blasted surfaces rust or discolor before coating, abrasive blast surfaces again to remove rust and discoloration.
  - 5. When metal surfaces are exposed because of coating damage, abrasive blast surfaces and feather into a smooth transition before touching-up.

6. All abrasive blast cleaned surfaces shall be blown down with clean dry air and or vacuumed.
- F. Ferrous metal surfaces not to be submerged: Abrasive blast in accordance with SSPC SP-10, unless blasting may damage adjacent surfaces, prohibited or specified otherwise. Where not possible to abrasive blast, power tool clean surfaces in accordance with SSPC SP-3. Blast to near white and convert any areas pitted from rust.
- G. Ferrous metal surfaces to be submerged: Unless specified otherwise, abrasive blast in accordance with SSPC SP-5 to clean and provide roughened surface profile of not less than 2 mils and not more than 4 mils in depth when measured with Elcometer 123, or as recommended by the coating manufacturer. Blast to near white and convert any areas pitted from rust.
- H. Ductile iron pipe and fittings to be lined or coated: Abrasive blast clean in accordance with NAPF 500-03.
- I. Sherardized, aluminum, copper, and bronze surfaces: Prepare in accordance with coating manufacturer's instructions.
- J. Galvanized surface:
  1. Degrease or solvent clean (SSPC SP-1) to remove oily residue.
  2. Power tool or hand tool clean or whip abrasive blast.
  3. Test surface for contaminants using copper sulfate solution.
  4. Apply metal pretreatment within 24 hours before coating galvanized surfaces that cannot be thoroughly abraded physically, such as bolts, nuts, or preformed channels.
- K. Shop primed metal:
  1. Certify that primers applied to metal surfaces in the shop are compatible with coatings to be applied over such primers in the field.
  2. Remove shop primer from metal to be submerged by abrasive blasting in accordance with SSPC SP-10, unless greater degree of surface preparation is required by coating manufacturer's representative.
  3. Correct abraded, scratched or otherwise damaged areas of prime coat by sanding or abrasive blasting to bare metal in accordance with SSPC SP-2, SP-3, or SP-6, as directed by the ENGINEER.
  4. When entire shop priming fails or has weathered excessively (more than 25 percent of the item), or when recommended by coating manufacturer's representative, abrasive blast shop prime coat to remove entire coat and prepare surface in accordance with SSPC SP-10.
  5. When incorrect prime coat is applied, remove incorrect prime coat by abrasive blasting in accordance with SSPC SP-10.

6. When prime coat not authorized by ENGINEER is applied, remove unauthorized prime coat by abrasive blasting in accordance with SSPC SP-10.
7. Shop applied bituminous paint or asphalt varnish: Abrasive blast clean shop applied bituminous paint or asphalt varnish from surfaces scheduled to receive non-bituminous coatings.
- L. Abrasive blast cadmium-plated, zinc-plated, or sherardized fasteners in same manner as unprotected metal when used in assembly of equipment designated for abrasive blasting.
- M. Abrasive blast components to be attached to surfaces which cannot be abrasive blasted before components are attached.
- N. Grind sharp edges to approximately 1/16-inch radius before abrasive blast cleaning.
- O. Remove and grind smooth all excessive weld material and weld spatter before blast cleaning in accordance with NACE SP0178.
- P. PVC and FRP Surfaces:
  1. Prepare surfaces to be coated by light sanding (de-gloss) and wipe-down with clean cloths, or by solvent cleaning in strict accordance with coating manufacturer's instructions.
- Q. Cleaning of previously coated surfaces:
  1. Utilize cleaning agent to remove soluble salts such as chlorides and sulfates from concrete and metal surfaces:
    - a. Cleaning agent: Biodegradable non-flammable and containing no volatile organic compounds.
    - b. Manufacturer: The following or equal:
  2. Chlor-Rid International, Inc.
  3. Steam clean and degrease surfaces to be coated to remove oils and grease.
  4. Cleaning of surfaces utilizing the decontamination cleaning agent may be accomplished in conjunction with abrasive blast cleaning, steam cleaning, high pressure washing, or hand washing as approved by the coating manufacturer's representative and the ENGINEER.
  5. Test cleaned surfaces in accordance with the cleaning agent manufacturer's instructions to ensure all soluble salts have been removed. Additional cleaning shall be carried out as necessary.
  6. Final surface preparation prior to application of new coating system shall be made in strict accordance with coating manufacturer's printed instructions.

### 3.03 MECHANICAL AND ELECTRICAL EQUIPMENT PREPARATION

- A. Remove grilles, covers, and access panels for mechanical and electrical system from location and coat separately.
- B. Prepare and finish coat-primed equipment with color selected by the ENGINEER.

- C. Prepare and prime and coat insulated and bare pipes, conduits, boxes, insulated and bare ducts, hangers, brackets, collars and supports, except where items are covered with prefinished coating.
- D. Replace identification markings on mechanical or electrical equipment when coated over or spattered.
- E. Prepare and coat interior surfaces of air ducts, convector and baseboard heating cabinets that are visible through grilles and louvers with 1 coat of flat black paint, to limit of sight line.
- F. Prepare and coat dampers exposed immediately behind louvers, grilles, convector and baseboard cabinets to match face panels.
- G. Prepare and coat exposed conduit and electrical equipment occurring in finished areas with color and texture to match adjacent surfaces.
- H. Prepare and coat both sides and edges of plywood backboards for electrical equipment before installing backboards and mounting equipment on them.
- I. Color code equipment, piping, conduit, and exposed ductwork and apply color banding and identification, such as flow arrows, naming and numbering, in accordance with Contract Documents.

#### 3.04 GENERAL APPLICATION REQUIREMENTS

- A. Apply coatings in accordance with manufacturer's instructions.
- B. Coat metal unless specified otherwise:
  - 1. Aboveground piping to be coated shall be empty of contents during application of coatings.
- C. Verify metal surface preparation immediately before applying coating in accordance with SSPC SP COM.
- D. Allow surfaces to dry, except where coating manufacturer requires surface wetting before coating.
- E. Wash coat and prime sherardized, aluminum, copper, and bronze surfaces, or prime with manufacturer's recommended special primer.
- F. Prime shop primed metal surfaces. Spot prime exposed metal of shop primed surfaces before applying primer over entire surface.
- G. Apply minimum number of specified coats.
- H. Apply coats to thicknesses specified, especially at edges and corners.
- I. Apply additional coats when necessary to achieve specified thicknesses.
- J. Coat surfaces without drops, overspray, dry spray, runs, ridges, waves, holidays, laps, or brush marks.

- K. Remove spatter and droppings after completion of coating.
- L. When multiple coats of same material are specified, tint prime coat and intermediate coats with suitable pigment to distinguish each coat.
- M. Dust coatings between coats. Lightly sand and dust surfaces to receive high gloss finishes, unless instructed otherwise by coating manufacturer.
- N. Apply coating by brush, roller, trowel, or spray, unless particular method of application is required by coating manufacturer's instructions or these Specifications.
- O. Plural component application: Drums shall be premixed each day. All gauges shall be working order prior to the start of application. Ratio checks shall be completed prior to each application. A spray sample shall be sprayed on plastic sheeting to insure set time is complete prior to each application. Hardness testing shall be preformed after each application.
- P. Spray application:
  - 1. Stripe coat edges, welds, nuts, bolts, difficult to reach areas by brush before beginning spray application, as necessary, to ensure specified coating thickness along edges.
  - 2. When using spray application, apply coating to thickness not greater than that recommended in coating manufacturer's instructions for spray application.
  - 3. Use airless spray method, unless air spray method is required by coating manufacturer's instruction or these Specifications.
  - 4. Conduct spray coating under controlled conditions. Protect adjacent construction and property from coating mist, fumes, or overspray.
- Q. Drying and recoating:
  - 1. Provide fans, heating devices, or other means recommended by coating manufacturer to prevent formation of condensate or dew on surface of substrate, coating between coats and within curing time following application of last coat.
  - 2. For submerged service the CONTRACTOR shall provide a letter to the ENGINEER that the lining system is fully cured and ready to be placed into service.
  - 3. Limit drying time to that required by these Specifications or coating manufacturer's instructions.
  - 4. Do not allow excessive drying time or exposure which may impair bond between coats.
  - 5. Recoat epoxies within time limits recommended by coating manufacturer.
  - 6. When time limits are exceeded, abrasive blast clean and de-gloss clean prior to applying another coat.



7. When limitation on time between abrasive blasting and coating cannot be met before attachment of components to surfaces which cannot be abrasive blasted, coat components before attachment.
8. Ensure primer and intermediate coats of coating are unscarred and completely integral at time of application of each succeeding coat.
9. Touch up suction spots between coats and apply additional coats where required to produce finished surface of solid, even color, free of defects.
10. Leave no holidays.
11. Sand and feather in to a smooth transition and recoat and recoat scratched, contaminated, or otherwise damaged coating surfaces so damages are invisible to naked eye.

R. Concrete:

1. Apply first coat (primer) only when surface temperature of concrete is decreasing in order to eliminate effects of off-gassing on coating.

### 3.05 ALKALI RESISTANT BITUMASTIC

A. Preparation:

1. Prepare surfaces in accordance with general preparation requirements.

B. Application:

1. Apply in accordance with general application requirements and as follows:
  - a. Apply at least 2 coats, 8 to 14 mils dry film thickness each.

### 3.06 WAX COATING

A. Preparation:

1. Prepare surfaces in accordance with general preparation requirements.

B. Application:

1. Apply in accordance with general application requirements and as follows:
  - a. Apply at least 1/32-inch thick coat with 2-inch or shorter bristle brush.
  - b. Thoroughly rub coating into metal surface with canvas covered wood block or canvas glove.

### 3.07 HIGH SOLIDS EPOXY SYSTEM

A. Preparation:

1. Prepare surfaces in accordance with general preparation requirements and as follows:
  - a. Abrasive blast ferrous metal surfaces to be submerged at jobsite in accordance with SSPC SP-5 prior to coating. When cleaned surfaces rust or discolor, abrasive blast surfaces in accordance with SSPC SP-10.

- b. Abrasive blast non-submerged ferrous metal surfaces at jobsite in accordance with SSPC SP-10, prior to coating. When cleaned surfaces rust or discolor, abrasive blast surfaces in accordance with SSPC SP-6.
  - c. Abrasive blast clean ductile iron surfaces at jobsite in accordance with SSPC SP-7.
- B. Application:
- 1. Apply coatings in accordance with general application requirements and as follows:
    - a. Apply minimum 2-coat system with minimum total dry film thickness (DFT) of 12 mils.
    - b. Recoat or apply succeeding epoxy coats within time limits recommended by manufacturer. Prepare surfaces for recoating in accordance with manufacturer's instructions.
    - c. Coat metal to be submerged before installation when necessary, to obtain acceptable finish and to prevent damage to other surfaces.
    - d. Coat entire surface of support brackets, stem guides, pipe clips, fasteners,
  - C. and other metal devices bolted to concrete.
    - a. Coat surface of items to be exposed and adjacent 1 inch to be concealed when embedded in concrete or masonry.

### 3.08 HIGH SOLIDS EPOXY AND POLYURETHANE COATING SYSTEM

- A. Preparation:
- 1. Prepare surfaces in accordance with general preparation requirements and as follows:
    - a. Prepare concrete surfaces in accordance with general preparation requirements.
    - b. Touch up shop primed steel and miscellaneous iron.
    - c. Abrasive blast ferrous metal surfaces at jobsite prior to coating. Abrasive blast clean rust and discoloration from surfaces.
    - d. Degrease or solvent clean, whip abrasive blast, power tool, or hand tool clean galvanized metal surfaces.
    - e. Lightly sand (de-gloss) fiberglass and poly vinyl chloride (PVC) pipe to be coated and wipe clean with dry cloths, or solvent clean in accordance with coating manufacturer's instructions.
    - f. Abrasive blast clean ductile iron surfaces.
- B. Application:
- 1. Apply coatings in accordance with general application requirements and as follows:
    - a. Apply 3 coat system consisting of:
      - 1) Primer: 4 to 5 mils dry film thickness high solids epoxy.
      - 2) Intermediate coat: 4 to 5 mils dry film thickness high solids epoxy.
      - 3) Topcoat: 2.5 to 3.5 mils dry film thickness aliphatic or aliphatic-acrylic polyurethane topcoat.

- 4) Recoat or apply succeeding epoxy coats within 30 days or within time limits recommended by manufacturer, whichever is shorter. Prepare surfaces for recoating in accordance with manufacturer's instructions.

### 3.09 ASPHALT VARNISH

#### A. Preparation:

1. Prepare surfaces in accordance with general preparation requirements.

#### B. Application:

1. Apply coatings in accordance with general application requirements and as follows:
  - a. Apply minimum 2 coats.

### 3.10 PROTECTIVE COAL TAR

#### A. Preparation:

1. Prepare surfaces in accordance with general preparation coal tar requirements.

#### B. Application:

1. Apply coatings in accordance with general application requirements and as follows:
  - a. Apply minimum 20 mils dry film thickness coating.

### 3.11 COAL TAR EPOXY

#### A. Preparation:

1. Prepare surfaces in accordance with general preparation requirements and as follows:
  - a. Abrasive blast iron or steel surfaces to be coated as submerged metal in accordance with SSPC SP-5. Prepare other metal surfaces to be coated with coal tar epoxy in accordance with epoxy manufacturer's instructions.

#### B. Application:

1. Apply coatings in accordance with general application requirements and as follows:
  - a. Waterproofing outside surfaces of concrete structures: Apply minimum 2 coats with total dry film thickness of 40 mils.
  - b. All other locations: Apply 2 coats of 8 mils each for a total 16 mils dry film thickness.
  - c. Apply coal tar epoxy on blasted steel on same day that steel is blasted.
  - d. Apply succeeding coats over previous coat as soon as application does not cause sagging, within the following times, or as recommended by the coating manufacturer, whichever is sooner.
2. Average Temperature Degrees

(Fahrenheit) (Hours)	Maximum Time Between Coats
50 to 60	36
60 to 70	24
70 to 80	12
80 to 120	4

3. Apply additional coats required to obtain specified thickness.
4. When previous coat has cured or set or Maximum Time Between Coats has lapsed, abrasive blast previous coat until surface film is removed. Wash and clean surface with cleaning solvent. Apply succeeding coat within Maximum Time Between Coats or as recommended by coating manufacturer, whichever is sooner.
5. When succeeding coat is applied over previous coat which has cured or set or Maximum Time Between Coats has lapsed, and surface has not been abrasive blasted, remove entire coating system to substrate, and apply new coating system.
6. Where coating system is applied to exterior concrete surfaces below grade, extend system at least 3 inches above finish grade in straight level. Step extended system down 3 inches when extended system reaches 6 inches above finish grade.

### 3.12 ELASTOMERIC POLYURETHANE (100 PERCENT SOLIDS)

#### A. Preparation:

1. Prepare surfaces in strict accordance with coating manufacturer's instructions and as directed and approved by coating manufacturer's representative.

#### B. Application:

1. Apply epoxy primer at DFT of 1 to 2 mils, in strict accordance with manufacturer's instructions.
2. Apply polyurethane coating at minimum total DFT as follows:
  - a. Steel: 60 mils DFT.
  - b. Ductile iron and ductile iron pipe coating and lining: 30 mils DFT.
  - c. Concrete: 120 mils DFT.
  - d. Or as recommended by the coating manufacturer and accepted by the ENGINEER.
3. For concrete application, provide saw cutting for coating terminations in strict accordance with manufacturer's instructions:
  - a. For application to damaged concrete, refer to Section 03925.
4. For applications requiring expanded films, CONTRACTOR must be licensed for the use of the expansion technology, to include trained personnel, and have the equipment capabilities to apply the expanded 100 percent Solids Elastomeric Polyurethane material using the manufacturer's specified technology.
5. Coating shall be 100 percent electronically tested using high voltage in accordance with NACE procedure SPO188-06 inspected for discontinuities to include pinholes, voids, and mechanically damaged areas.

- a. Any damaged areas, faulty areas, or discontinuities (pinholes) found during holiday detection within a 24-hour (within recoat window) period of application shall be corrected as follows:
  - 1) Damaged or Faulty Areas (i.e., impact damage, off-ratio application): Clean area thoroughly, extending at least 6 inches beyond damaged area with MEK dampened cloth. Do not apply excessive MEK to repair area, the intent is to clean only. Allow MEK to thoroughly dry. When thoroughly dry to touch, spray area with coating to the specified thickness, feathering material into existing coating. In the event that the damaged area exhibits a discolored substrate substandard to the specified requirements, these areas shall receive the same degree of surface preparation required by the original project specifications prior to application of the coating material.
  - 2) Discontinuity (Pinhole) Repair: Clean the immediate area around the detected discontinuity with MEK dampened cloth (do not apply excessive MEK to pinhole area, the intent is to clean only), allow MEK to thoroughly dry. Hand apply (putty Knife, etc.) a small amount of mixed material directly to the pinhole. For pinhole repairs, hand mix and thoroughly blend a small amount (normally 2 or 3 ounces at a time, for each applicator) of Part A and Part B in correct ratios.
- b. Any damaged areas, faulty areas, or discontinuities (pinholes) found during holiday detection inspection after 24 hours of coating installation (exceeding recoat window) shall be corrected as follows:
  - 1) Damaged or Faulty Areas (i.e., impact damage, off-ratio application, etc.): Abrade the surface using a power grinder and/or power steel grinding brush down to and including exposed bare concrete to roughen the surface and to prepare the substrate to the original standard. Abraded areas shall extend at least 6 inches (15 centimeter.) beyond damaged or faulty area. After abrading the surface, vacuum or blow down with clean, dry compressed air thoroughly to remove all loose particles. Clean the area thoroughly, extending at least 6 inches (15 centimeter) beyond the damaged area with MEK dampened cloth (do not apply excessive MEK to pinhole area, the intent is to clean only), allow MEK to thoroughly dry. When thoroughly dry to touch, spray area with coating to the specified thickness, feathering the material into the existing prepared coating.
  - 2) Discontinuity (Pinhole) Repair: Abrade (hand sand or power tool clean) the immediate areas around the detected pinhole (1/2 inch radius from edge of discontinuity) to establish a roughed surface, and to prepare the substrate to the original standard, followed with vacuuming or blow down with clean, dry compressed air to remove loose particles. After dust removal, wipe abraded area with MEK dampened cloth. Do not apply excessive MEK to pinhole area. The intent is to clean only. Allow MEK to thoroughly dry. Hand apply (putty Knife, etc.) a small amount of mixed material directly to the pinhole. For pinhole repairs, hand mix

and thoroughly blend a small amount (normally to three ounces at a time for each applicator) or Part A and Part B in correct ratios.

### 3.13 WATERBORNE ACRYLIC EMULSION

#### A. Preparation:

1. Remove all oil, grease, dirt, and other foreign material by Solvent Cleaning in accordance with SSPC SP-1.
2. Lightly sand all surfaces and wipe thoroughly with clean cotton cloths before applying coating.

#### B. Application:

1. Apply 2 or more coats to obtain a minimum dry film thickness (DFT) of 5.0 mils.

### 3.14 FIELD QUALITY CONTROL

- A. Each coat will be inspected. Strip and remove defective coats, prepare surfaces and recoat. When approved, apply next coat.
- B. Control and check dry film thicknesses and integrity of coatings.
- C. Measure dry film thickness with calibrated thickness gauge.
- D. Dry film thicknesses on ferrous-based substrates may be checked with Elcometer Type 1 Magnetic Pull-Off Gage or Positector 6000.
- E. Verify coat integrity with low-voltage holiday detector, in accordance with SP0188 06. Allow ENGINEER to use detector for additional checking.
- F. Check wet film thickness before coal tar epoxy coating cures on concrete or non-ferrous metal substrates.
- G. Arrange for services of coating manufacturer's field representative to provide periodic field consultation and inspection services to ensure proper surface preparation of facilities and items to be coated, and to ensure proper application and curing:
  1. Notify ENGINEER 24 hours in advance of each visit by coating manufacturer's representative.
  2. Provide ENGINEER with a written report by coating manufacturer's representative within 48 hours following each visit.
  3. Provide minimum biweekly visits during preparation and coating application work.

### 3.15 SCHEDULE OF ITEMS NOT REQUIRING COATING

- A. General: Unless specified otherwise, the following items do not require coating:
  1. Items that have received final coat at factory and not listed to receive coating in field.
  2. Aluminum, brass, bronze, copper, plastic (except PVC pipe), rubber, stainless steel, chrome, Everdur, or lead.
  3. Buried or encased piping or conduit.

4. Exterior concrete.
5. Galvanized steel wall framing, galvanized electrical conduits, galvanized pipe trays, and galvanized cable trays:
  - a. Areas on galvanized items or parts where galvanizing has been damaged during handling or construction shall be repaired as follows:
    - 1) Clean damaged areas by SSPC SP-1, SP-2, SP-3, or SP-7 as required.
    - 2) Apply 2 coats of a cold galvanizing zinc compound in strict accordance with manufacturer's instructions.
6. Grease fittings.
7. Fiberglass ducting or tanks in concealed locations.
8. Steel to be encased in concrete or masonry.

### 3.16 SCHEDULE OF SURFACES TO BE COATED IN THE FIELD

- A. In general, apply coatings to steel, iron, galvanized surfaces, and wood surfaces unless specified or otherwise indicated. Coat concrete surfaces and anodized aluminum only when specifically indicated.
- B. Following schedule is incomplete. Coat unlisted surfaces with same coating system as similar listed surfaces. Verify questionable surfaces.
- C. Metals:
  1. Alkali resistant bitumastic:
    - a. Aluminum surfaces to be placed in contact with wood, concrete, or masonry.
  2. Wax coating:
    - a. Sliding faces of sluice and slide gates and threaded portions of gate stems.
  3. High solids epoxy and polyurethane system: Interior and exterior non-immersed ferrous metal surfaces including:
    - a. Doors, doorframes, ventilators, louvers, grilles, exposed sheet metal, and flashing.
    - b. Pipe, valves, pipe hangers, supports and saddles, cable tray hangers, and supports.
    - c. Motors and motor accessory equipment.
    - d. Drive gear, drive housing, coupling housings, and miscellaneous gear drive equipment.
    - e. Valve and gate operators and stands.
    - f. Structural steel including galvanized structural steel.
      - 1) Exposed metal decking.
    - g. Crane and hoist rails.
    - h. Exterior of tanks and other containment vessels.
    - i. Mechanical equipment supports, drive units, and accessories.
    - j. Pumps not submerged.

- k. Grit dewatering units, grit removal equipment, and frames, supports, and associated equipment.
  - l. Other miscellaneous metals.
  - m. Primary clarifier equipment: All metal surfaces except for aluminum and stainless steel.
  - n. Secondary clarifier equipment: All metal surfaces except for aluminum and stainless steel.
  - o. Fixed film reactor rotary distributor: All metal surface except for aluminum and stainless steel.
  - p. Digesters No. 1, No. 2, and No. 4 covers and accessories: All metal surfaces exposed to sunlight.
4. High solids epoxy system:
- a. Field priming of ferrous metal surfaces with defective shop prime coat where no other prime coat is specified for non-submerged service.
  - b. Bell rings, underside of manhole covers and frames.
  - c. Submerged pumps, including underside of base plates and submerged suction and discharge piping.
  - d. Exterior of submerged piping and valves other than stainless steel or PVC piping.
  - e. Submerged pipe supports and hangers.
  - f. Stem guides.
  - g. Other submerged iron and steel metal unless specified otherwise.
  - h. Digesters No. 1, No. 2, and No. 4 covers and accessories: All metal surfaces except where high solids epoxy and polyurethane system is specified or indicated on the Drawings.
5. Asphalt varnish:
- a. Underground valves and valve boxes.
6. Protective coal tar:
- a. Underground pipe flanges, corrugated metal pipe couplings, flexible pipe couplings and miscellaneous underground metals not otherwise specified to receive another protective coating.
- D. Fiberglass and PVC pipe surfaces:
1. Waterborne acrylic emulsion.
- a. Exterior of fiberglass ducting and fan housings.
  - b. Fiberglass exposed to view or sunlight.
  - c. PVC piping exposed to view or sunlight.



EXHIBIT B

COMPENSATION SCHEDULE & REIMBURSABLE EXPENSES

Recoating of Clarifier	\$163,727.00
Recoating of Thickener Deck	\$141,036.00
Total	\$304,763.00

## EXHIBIT C

### REQUIREMENTS RELATED TO THE COVID-19 PANDEMIC AND THE CITY OF SAN LEANDRO'S EMERGENCY DECLARATION

The novel coronavirus ("COVID-19") has been declared a worldwide pandemic by the World Health Organization. The City of San Leandro is currently in a local emergency and state of emergency due to the COVID-19 pandemic.

COVID-19 is extremely contagious, and is believed to spread mainly from person-to-person contact, through touched surfaces, and in airborne particles. As a result, federal, state, and local governments, including the City of San Leandro, and federal, state, county, and local health agencies recommend social distancing and additional cleaning protocols to limit the spread of the disease. The City has taken steps and put in place preventative measures recommended by federal, state, county, and local health agencies to reduce the spread of COVID-19. These measures include steps each person must take to prevent the spread of COVID-19 and include, but are not limited to, requiring face coverings, frequent hand washing and/or use of hand sanitizer, social distancing where possible, limiting of person-to-person contact, frequent cleanings of high-touch surfaces, and avoiding entering any building if they have COVID-19 symptoms.

Contractor shall obey all local orders and abide by all applicable preventative measures recommended by federal, state, county and local health agencies and any preventative measures specifically implemented by the City. This includes, but is not limited to, the guidance for best construction practices published by California Department of Public Health and Cal OSHA, Alameda County Order 20-14a Appendix B1 (Updated Small Construction Safety Protocol), and Appendix B2 (Updated Large Construction Safety Protocol), and all other applicable orders and guidance promulgated by federal, state, and local government agencies. In addition, Contractor agrees when entering any City buildings, Contractor will follow all COVID-19 related signage, wear a face covering, follow all social distancing protocols, and abide by any other COVID-19 preventative measure that are in place when performing the services described in this Agreement. Contractor shall also adhere to any subsequently communicated COVID-19 preventative measures as directed by City staff. The COVID-19 preventative measures are subject to change over time, and Contractor shall maintain knowledge of and adhere to the current COVID-19 preventative measures when interacting with City employees, officials, volunteers, agents, and representatives, when entering City buildings, and while performing the services described in this Agreement.

## EXHIBIT D

### PROVISIONS REQUIRED FOR PUBLIC WORKS CONTRACTS PURSUANT TO CALIFORNIA LABOR CODE SECTION 1720 *ET SEQ.*

#### HOURS OF WORK:

- A. In accordance with California Labor Code Section 1810, 8 hours of labor in performance of the services described in Exhibit A shall constitute a legal day's work under this contract.
- B. In accordance with California Labor Code Section 1811, the time of service of any worker employed in performance of the services described in Exhibit A is limited to 8 hours during any one calendar day, and 40 hours during any one calendar week, except in accordance with California Labor Code Section 1815, which provides that work in excess of 8 hours during any one calendar day and 40 hours during any one calendar week is permitted upon compensation for all hours worked in excess of 8 hours during any one calendar day and 40 hours during any one calendar week at not less than one-and-one-half times the basic rate of pay.
- C. The Contractor and its subcontractors shall forfeit as a penalty to the City \$25 for each worker employed in the performance of the services described in Exhibit A for each calendar day during which the worker is required or permitted to work more than 8 hours in any one calendar day, or more than 40 hours in any one calendar week, in violation of the provisions of California Labor Code Section 1810 and following.

#### WAGES:

- A. In accordance with California Labor Code Section 1773.2, the City has determined the general prevailing wages in the locality in which the services described in Exhibit A are to be performed for each craft or type of work needed to be as published by the State of California Department of Industrial Relations, Division of Labor Statistics and Research, a copy of which is on file in the City Public Works Office and shall be made available on request. The Contractor and subcontractors engaged in the performance of the services described in Exhibit A shall pay no less than these rates to all persons engaged in performance of the services or work.
- B. In accordance with California Labor Code Section 1775, the Contractor and any subcontractors engaged in performance of the services described in Exhibit A shall comply with California Labor Code Section 1775, which establishes penalties per day for each worker engaged in the performance of the services described in Exhibit A that the Contractor or any subcontractor pays less than the specified prevailing wage. The amount of such penalty shall be determined by the Labor Commissioner and shall be based on consideration of the mistake, inadvertence, or neglect of the Contractor or subcontractor in failing to pay the correct rate of prevailing wages, or the previous record of the Contractor or subcontractor in meeting applicable prevailing wage obligations, or the willful failure by the Contractor or subcontractor to pay the correct rates of prevailing wages. A mistake, inadvertence, or neglect in failing to pay the correct rate of prevailing wages is not excusable if the Contractor or subcontractor had knowledge of their

obligations under the California Labor Code. The Contractor or subcontractor shall pay the difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate. If a subcontractor worker engaged in performance of the services described in Exhibit A is not paid the general prevailing per diem wages by the subcontractor, the Contractor is not liable for any penalties therefore unless the Contractor had knowledge of that failure or unless the Contractor fails to comply with all of the following requirements:

1. The contract executed between the Contractor and the subcontractor for the performance of part of the services described in Exhibit A shall include a copy of the provisions of California Labor Code Sections 1771, 1775, 1776, 1777.5, 1813, and 1815.
  2. The Contractor shall monitor payment of the specified general prevailing rate of per diem wages by the subcontractor by periodic review of the subcontractor's certified payroll records.
  3. Upon becoming aware of a subcontractor's failure to pay the specified prevailing rate of wages, the Contractor shall diligently take corrective action to halt or rectify the failure, including, but not limited to, retaining sufficient funds due the subcontractor for performance of the services described in Exhibit A.
  4. Prior to making final payment to the subcontractor, the Contractor shall obtain an affidavit signed under penalty of perjury from the subcontractor that the subcontractor has paid the specified general prevailing rate of per diem wages for employees engaged in the performance of the services described in Exhibit A and any amounts due pursuant to California Labor Code Section 1813.
- C. In accordance with California Labor Code Section 1776, the Contractor and each subcontractor engaged in performance of the services described in Exhibit A shall keep accurate payroll records showing the name, address, social security number, work, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed in performance of the services described in Exhibit A. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:
1. The information contained in the payroll record is true and correct.
  2. The employer has complied with the requirements of California Labor Code Sections 1771, 1811, and 1815 for any work performed by the employer's employees on the public works project.

The payroll records required pursuant to California Labor Code Section 1776 shall be certified and sent directly to the Labor Commissioner, and available for inspection by the Owner and its authorized representatives, the Division of Labor Standards Enforcement, the Division of

Apprenticeship Standards of the Department of Industrial Relations and shall otherwise be available for inspection in accordance with California Labor Code Section 1776.

- D. In accordance with California Labor Code Section 1777.5, the Contractor, on behalf of the Contractor and any subcontractors engaged in performance of the services described in Exhibit A, shall be responsible for ensuring compliance with California Labor Code Section 1777.5 governing employment and payment of apprentices on public works contracts.
- E. In case it becomes necessary for the Contractor or any subcontractor engaged in performance of the services described in Exhibit A to employ for the services described in Exhibit A any person in a trade or occupation (except executive, supervisory, administrative, clerical, or other non manual workers as such) for which no minimum wage rate has been determined by the Director of the Department of Industrial Relations, the Contractor or subcontractor shall pay the minimum rate of wages specified therein for the classification which most nearly corresponds to services described in Exhibit A to be performed by that person. The minimum rate thus furnished shall be applicable as a minimum for such trade or occupation from the time of the initial employment of the person affected and during the continuance of such employment.

3551152.1