



## REQUEST FOR QUOTATION EXTERIOR PAINTING – Project WR19-044

- Closing date and time:** If possible, please respond before **2:00 pm** Pacific Time on **October 25, 2019**. The City will commence evaluation of responses after that time and reserves the right at its sole discretion to accept or reject any responses received after that time.
- Submit bid to:** City of White Rock, 877 Keil ST, White Rock BC V4B 4V6,  
Fax (604) 604-541-2190, email address: [operations@whiterockcity.ca](mailto:operations@whiterockcity.ca)  
The onus is on the bidder to make sure the City receives the bid. Bidders are welcome to request an email confirming receipt.
- Contact for questions:** Engineering & Facilities Clerk, [operations@whiterockcity.ca](mailto:operations@whiterockcity.ca)  
Any questions should be submitted in writing by **October 21, 2019**.  
Enquiries and responses will be recorded and may be distributed to all bidders at the City's discretion.
- Requirement:** Exterior painting of White Rock Museum & Archives as specified.
- How to respond:** Please respond by completing this quotation page and the following page (Pages 1-3). Prices quoted are to be exclusive of GST. Quotes are to be FOB destination including all delivery charges. Bids should be submitted on this form and may be sent in hard copy or emailed. If submitting by email, please submit one single document in Word or pdf format. Do not submit multiple attachments. Terms and conditions are on page 13.
- Paint colours:** The City no longer has records of the original colours. Please provide sample swatches with three white, three green and three grey closely matching the existing paint on the exterior of the Museum.
- Sample board:** Provide a sample board with paint swatches in Gloss Level G3 to G6 for all required colours. The Finish Schedule will be confirmed after the award of contract.
- Project location:** City of White Rock, 14970 Marine DR, White Rock, BC V4B 1C4
- Site visit:** **9:00 AM, October 16, 2019** at 14970 Marine DR, White Rock. Attendance at the site visit is not mandatory however this your only opportunity to discuss the project details with White Rock staff. It is the responsibility of the Bidder to take accurate measurements and be familiar with the site to determine the existing conditions, layouts and limitations as extras will not be permitted. Any hired equipment, such as a lift, will be the sole responsibility and cost of the Contractor.



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**Contract:** The successful bidder will be required to enter into an agreement with the City as per the Form of Contract provided in Appendix C, and will be expected to provide insurance as per the agreement, a White Rock Business License, and a clearance letter from WorkSafeBC and it shall be deemed to be the Prime Contractor within the meaning of *Part 3 Division 3, Section 118 (1)* of the Workers' Compensation Act.

By submission of a quotation you indicate your concurrence with this.

**Addenda:** Should a correction be necessary or should additional information become available during the Request for Quotation process, it may be distributed in the form of an addendum posted on BC Bid. The City of White Rock assumes no responsibility for notifying individual bidders of the existence of addenda. It is the sole responsibility of the bidder to ensure it has obtained, prior to the closing, any addenda issued by the City of White Rock.

**Issue date:** October 9, 2019

**Pricing:** Firm all-inclusive pricing including suitable weatherproof covering and sufficient heating to maintain minimum ambient air and substrate temperatures for 24 hours before, during and after paint application, all labour, materials, equipment, lifts, and anything else required to perform the work as described in a turnkey manner including taxes except GST is:

DESCRIPTION	FIRM LUMP SUM PRICE EXCLUDING GST
Exterior painting of White Rock Museum & Archives as specified	\$
<b>Grand Total</b>	<b>\$</b>

**Materials:** Only the specified products are approved for use. Clearly state which of the specified coatings you are bidding on:

Paint:

Primer:

**Qualifications:** The successful Contractor and any subcontractors assigned to this contract shall have a minimum of five (5) years satisfactory commercial painting experience and shall maintain such experienced workers throughout the duration of the contract. Describe your firm's primary business and its experience with work of this nature. Include the number of years of experience as it relates to this project.



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### 1. Contractor's Technicians:

- 2.1 The City reserves the right to approve or reject any of the Contractor's personnel. Please be aware that the successful Contractor will not be permitted to change personnel without written approval.
- 2.2 All technical labourers are to be proficient and experienced in the operation of the equipment.
- 2.3 All technical labourers must be trained in the latest methods and regulations for the use equipment and supplies, including WHIMS training.
- 2.4 The City will be the sole judge of the efficiency and acceptability of each employee's performance while on site. The City reserves the right to require the Contractor to remove any personnel from further duty at any City facility, without cause and without the right to recover damages by such employee or by the Contractor from the City.
- 2.5 The Contractor agrees that all personnel servicing the City shall:
  - Sufficiently read, write, speak and understand the English language;
  - Have the necessary public relations skills to effectively interact with the City's representatives and the public;
  - Be professional and courteous;
  - Act safely;
  - Maintain a non-confrontational attitude.

Please identify the members of your proposed team and their roles. Also identify the number of years of experience each team member has. Please be aware that the successful Contractor will not be permitted to change project team members without written approval.

Employee Name	Role	Years of Experience

**Subcontractors:** It is the intention of the Bidder that the following work will, on approval of the City, be subcontracted to the firms indicated below:

Trade	Sub-Contractor Name and Phone Number	Years of Experience

**Equipment:** Identify the equipment you intend to use during the course of the work.

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**References:** Provide contact information, company name and description of similar projects. The bidder agrees that the City of White Rock may contact these or any other organization(s) it deems relevant and may also take its own experience into consideration in evaluating the bid.

Organization, contact name, contact telephone number	Brief description of work performed and date

COMPLETION	
The City wishes for all work to be completed by <b>November 27, 2019</b> . Please state your guaranteed completion date:	
After you have received notification to proceed, please state the number of days required for completion of the work.	_____ days

The undersigned agrees to be bound by the terms and conditions of this Request for Quotation and to supply the goods or services listed at the prices quoted. If a Purchase Order is issued by the City of White Rock to the undersigned, the undersigned will be bound by and will comply with the terms and conditions contained in the Request for Quotation, Form of Contract, and the Purchase Order which will constitute the full and complete agreement between the parties.

BIDDER INFORMATION		
Name & title of individual		
Legal name of company		
Company address		
Phone and fax numbers	ph _____	f _____
Email address		
Addenda acknowledged		
WCB No.		GST No.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Appendix A  
Scope of Work

The City of White Rock is seeking an experienced and qualified firm to paint the exterior of White Rock Museum & Archives, located at 14970 Marine DR, White Rock, BC.

The scope of work includes the appropriate preparation of the substrate according to the manufacturer's specifications and two top coats of the coating.

Surfaces included in scope of work:

- Exterior wood siding
- Exterior wood door frames
- Exterior wood trim
- Exterior wood soffit
- Exterior wood window frames
- Exterior metal hand rails

Condition of Surfaces:

Refer to MPI Specifications attached in Appendix C

Preparation of Surfaces:

Ref Refer to MPI Specifications attached in Appendix C

Application:

Refer to MPI Specifications attached in Appendix C

Painting:

- Pressure wash exterior or abrasive blasting of building as per approved paint specifications. This includes wood siding, wood trim, soffit, gutters, window frames, metal hand rails and down pipes but excluding the roof area.
- The successful contractor shall mask off and site-protect all areas not being painted and post "Wet Paint" signs.
- The Contractor shall mask and carefully paint around any door hardware, windows, doors, window bars and non-removable fixtures.
- All work shall be performed in accordance with manufacturer's written instructions and specifications.
- All work shall meet or exceed industry standards.

Inspection:

The Contractor must retain an independent Paint Inspection Agency (inspector) to examine and inspect the quality of work performed by the Contractor per the Refer to MPI Specifications attached in Appendix C.

Schedule:

The contract may be awarded during the week of **October 28, 2019**.

- 1.1. The scheduling of work will be planned between the City's representative and the Contractor's representative.
- 1.2. All work will be performed during regular business hours (Monday to Friday, 8:00am to 4:30pm) unless otherwise agreed to.
- 1.3. Prior to any work the Contractor shall meet with the City's representative and agree on:
  - Identify areas of concern that need special attention.
  - Confirm any areas that are excluded.
  - Confirm who and how many personnel will be on site and who will be the supervisor onsite.
  - Any security issues.

Other:

- The Contractor shall be responsible for protecting adjacent property, vehicles, people, landscaping, shrubbery and foliage from damage during the works.
- Windows with installed bars may be left on and worked around
- Prepare mock-up per the Refer to MPI Specifications attached in Appendix C
- Provide suitable weatherproof covering and sufficient heating facilities shall be in place to maintain minimum ambient air and substrate temperatures for 24 hours before, during and after paint application.
- paint products shall meet MPI Environmentally Friendly" ratings based on VOC (EPA Method 24) content levels

Appendix B  
Supplemental Specifications



All work per the MPI Maintenance Repainting Manual, Guide Specification, Section 09915 Exterior Repainting and Supplementary Specifications

**1. Temporary Facilities**

- 1.1. The temporary use of existing electrical power and water services shall be subject to the conditional approval of the City. Disconnect all such temporary services as required and remove at job completion; the Contractor shall supply their own hoses, cords etc.
- 1.2. At completion of each work day, ensure all areas are cleaned, debris free, and made good to the satisfaction of the City.

**2. Moisture Restrictions**

- 2.1. It is the responsibility of the Contractor to conduct all required tests such as moisture content, pH tests, air and surface temperature and all other testing prior to the application of any coatings. Refer to MPI Specifications attached in Appendix C Section 1.8

**3. Protection**

- 3.1. The Contractor shall guard or otherwise protect the Work including all surrounding material, landscaping, and real property against loss or damage from any cause.
- 3.2. All ladders, scaffolds, and lift equipment shall be removed from the site at the end of each work day. Upon approval from the City, equipment shall be securely locked when not in use to prevent access to the roofs or through windows by parties other than the Contractor.
- 3.3. The Contractor shall remove all masking paper and other combustible materials on completion of each work day.
- 3.4. The Contractor shall protect the general public from accessing the work area.
- 3.5. The Contractor shall provide all Fall Protection equipment and ensure the proper use at all times as required by regulations.
- 3.6. The Contractor shall submit a safety plan as it's related to Fall Protection prior to the performance of any work.
- 3.7. The Contractor will report all damage to the City's representative and will be responsible for the cost of repairing any damages caused to the building, fixtures, lawns, plants, or other items and property.

**4. Warranty**

- 4.1. Without restricting any warranty or guarantee implied or stipulated by law, the Contractor will, at his own expense, rectify and make good any defect or fault, that appears in the Work within a period of **two years** from the completion of the Work. Should the City reject the correction of the Work, the City reserves the right to correct the Work at its expense to its satisfaction and deduct the amount of all costs and expenses incurred from the final payment to the Contractor. All costs for repairs or replacement to the original condition will be the responsibility of the contractor. Refer to MPI Specifications attached in Appendix C Section 1.6

**5. Substantial Completion**

- 5.1. Promptly after completion, the Contractor shall remove all surplus products, tools, machinery and equipment not required for the performance of any remaining Work, unless otherwise directed by the City. The Contractor shall also remove any waste products and debris and leave the area in a clean and suitable condition for its intended use.
- 5.2. The Work shall not be considered complete until all deficiencies identified by the City have been completed to its satisfaction.

### 5.3. Inspection of Completed Work:

- The Contractor and the City's representative will conduct an inspection of the final work and identify any deficiencies. Any identified deficiencies will be immediately corrected by the Contractor at the Contractor's expense.
- The Contractor and the City's representative will verify that all areas were completely painted.
- The City retains the rights, and is to be the sole judge in the determination of quality of any labour or material used in the execution of the work and in the timing or scheduling of the various phases of the work.

## 6. Maintenance Materials

Upon the City's request, at project completion provide a minimum of 4 liters (1 gallon) of each type and color of paint from same production run (batch mix) used in unopened cans, properly labeled and identified for City's later use in maintenance.

## 7. Condition of Surfaces

- 7.1. Prior to commencement of painting, the Contractor is to thoroughly examine (and test as required) all conditions and surfaces scheduled to be repainted and report to the City any conditions that exhibit surface deterioration or damage that may affect the coating's protective properties. Conditions may include but are not limited to: fading, gloss reduction, surface contamination, minor pin holes up to and including large holes, gouges and scratches, cosmetic defects such as runs and sags, peeling, flaking cracking, staining, scuffs, and abrasion.
- 7.2. Painting shall not commence until all such conditions and defects have been corrected and surfaces and conditions are adequately prepared to accept paint or coatings. It shall always be the responsibility of the Contractor to ensure that surfaces are properly prepared before any paint or coating is applied.

## 8. Quality Control

- 8.1. Painted surfaces shall be considered to lack uniformity and soundness if any defects are apparent, including but not limited to:
  - Brush/roller/tracking, streaks, laps, runs, sags, drips, heavy stippling, hiding or shadowing by inefficient application methods, skipped or missed areas, and foreign materials in paint coatings;
  - Spray application defects such as dry spray, gun spits, heavy orange peel etc.;
  - Damage due to touching before paint is sufficiently dry or any other contributory cause;
  - Damage due to application on moist surfaces;
  - Damage and/or contamination of paint due to windblown contaminants (dust, sand blast materials, salt spray, etc.).
  - Painted surfaces shall be considered unacceptable if any of the following are evident under natural lighting conditions:
    - Visible defects are evident on vertical surfaces when viewed at 90 degrees to the surface from a distance not less than 1000 mm (39");
    - Visible defects are evident on horizontal surfaces when viewed at 45 degrees to the surface from a distance not less than 1000 mm (39");
    - Visible defects are evident on soffit and other overhead surfaces when viewed at 45 degrees to the surface;

- When the final coat on any surface exhibits a lack of uniformity of sheen across full surface area.

8.2. Painted surfaces rejected by the City shall be made good at the expense of the Contractor.

## **9. Materials**

- 9.1. All materials (primers, paints, coatings, varnishes, stains, etc.) shall require approval from the City prior to use.
- 9.2. Other paint sundries such as linseed oil, shellac, solvents, shall be the highest quality product and shall be compatible with other coating materials as recommended by the product manufacturer.
- 9.3. All materials and paints shall be lead and mercury free.
- 9.4. Where required, paint products shall meet Environmentally Friendly ratings based on VOC (Volatile Organic Compound) content levels as determined by local Canadian regulations, latest edition. The City prefers the use of low VOC levels.
- 9.5. Caulking and filling compounds shall be as recommended by the Contractors chosen paint manufacturer and be suitable for use in the area applied.
- 9.6. All paint materials shall have good flowing and brushing properties and shall dry or cure free of blemishes, sags, air entrapment, etc.
- 9.7. Slip Resistant Additives shall be rubber aggregate or clean / washed silica sand for use with or as a component part of paint (usually floor / porch / stair enamel) on exterior horizontal surfaces as required to provide slip resistance. Where site applied, material is to be mixed into paint and mixed constantly to keep material in suspension.

## **10. Mixing and Tinting**

- 10.1. Unless otherwise specified or pre-approved, all paints shall be ready-mixed and pre-tinted. Re-mix all paint in containers prior to and during application to ensure break-up of lumps, complete dispersion of settled pigment, and color and gloss uniformity.
- 10.2. Catalyzed paint mixes shall be mixed in strict accordance with manufacturer's written instructions.
- 10.3. Where thinner is used, the addition shall not exceed paint manufacturer's recommendations.
- 10.4. If required, thin paint for spraying in strict accordance with paint manufacturer's instructions. If directions are not on container, obtain instructions in writing from manufacturer and maintain a copy of the MSDS on site.

## **11. Finish and Colors**

- 11.1. Colors and gloss/sheen shall be as selected by the City from a manufacturer's full range of colors.
- 11.2. Upon request by the City, provide samples of all paints to be used for approval of colour and sheen prior to commencement of painting.

## **12. Equipment and Supplies**

- 12.1. Painting equipment and sundries used shall be to the best trade standards appropriate for use on the type of surface, type of product and application method.
- 12.2. Spray-Painting equipment shall be of ample capacity, suited to the type and consistency of paint or coating being applied and kept clean and in good working order at all times.
- 12.3. All equipment, tools, materials, and supplies will be provided by the Contractor.
- 12.4. The Contractor must use environmentally friendly products and are required to be safe for the environment, stand up to the elements and must not pose short or long term risks to human health and plant life.
- 12.5. The Contractor is to use quality material and supplies that meets or exceeds industry standards, and is recommended for use on building exterior.

- 12.6. All materials and supplies used in this project must be pre-approved by the City prior to the performance of any work. No substitutions will be allowed without prior approval by the City.
- 12.7. The City will provide the Contractor access to outside water taps.
- 12.8. A complete set of Material Safety Data Sheets (MSDS) for supplies used must be delivered to the City prior to the Contractor starting any work.
- 12.9. All materials and supplies must not be detrimental to the life of the building, plants, or other furnishings and property.
- 12.10. The Contractor shall be responsible for the disposal of all waste materials in accordance with local municipal bylaws and the BC Waste Management Act.

Appendix C  
Form of Contract

**CITY OF WHITE ROCK**

**AGREEMENT FOR SERVICES**

- 1.
2. **PARTIES**
- 3.
4. This Agreement For Services is made between:

**CITY OF WHITE ROCK**  
15322 Buena Vista Avenue  
White Rock, BC V4B 1Y6

(the "City")

AND:

**[LEGAL NAME OF CONTRACTOR]**  
**[ADDRESS]**

(the "Contractor")

**WHEREAS**, the City desires that the Contractor make available its services in those areas in which the Contractor has special professional and technical qualifications; and

**WHEREAS**, Contractor has represented that the Contractor is skilled in providing these services;

**NOW, THEREFORE** in consideration of the mutual premises and covenants contained herein, the parties agree as follows:

**SERVICES**

5. The Contractor shall provide professional services necessary on an "as and when requested" basis for the completion of the [FILL IN NAME OF PROJECT] including but not limited to:
30. [EITHER PROVIDE A LIST OR REFER TO AN ATTACHED APPENDIX DETAILING THE PROJECT SCOPE DELIVERABLES, MILESTONE DATES, EXPECTATIONS, ETC.]
31. on the terms and conditions set out in this Agreement (the "Services") in an efficient, competent, timely and professional manner to the full satisfaction of the City. This Agreement is not exclusive, nor does it warrant or guarantee any future business or any automatic renewal of Term.

6. The Contractor shall designate [IDENTIFY PERSON(S)] to perform the Services. Should the Contractor designate any other personnel to perform the Services, it shall do so only with the prior consent of the City. In the event that any of the Contractor's designated personnel do not perform the Services to the full satisfaction of the City, the City reserves the right to request the Contractor to make a change in personnel at the Contractor's expense.
7. The City reserves the right to amend or vary these Services upon notice in writing to the Contractor, or, as may be agreed between the City and the Contractor from time to time.
8. The Contractor shall determine the method by which the Services are performed, subject to such reasonable instructions as the City may provide from time to time. Liaison with the City respecting the Services shall be [PROVIDE NAME, TITLE, DEPARTMENT OF THE PERSON RESPONSIBLE FOR White Rock] (the "City Liaison" ).
9. The City may designate from time-to-time, in writing, one or more of its employees having on the City's behalf, authority to deal with the Contractor in connection with the Services and to make decisions binding on the City falling within the scope of this Agreement (the "Designate(s)").
10. The Contractor shall provide the City Liaison and/or Designate(s), upon request, with reports regarding the work done, and to be done, in connection with the performance of the Services.
11. The Contractor represents to the City that [NAME OF PERSON(S)] or any designated Contractor personnel approved by the City has the required skills, training and experience to perform the Services.
12. The Contractor agrees to assign a competent, adequate and skilled work force to perform the Services.
13. The Contractor agrees to remove and replace any person whom the City deems to be unfit in any way.
14. The Contractor is free to provide services to other clients during the Term of this Agreement, so long as such activities do not interfere with or conflict with the Contractor's obligations under this Agreement.
15. The Contractor agrees to perform the Services with that standard of care, skill and diligence normally provided by a highly regarded professional in the performance of similar services. It is understood that the Contractor must perform the Services based, in part, on information furnished by the City and the Contractor shall be entitled to rely on such information; however, the Contractor is given notice that the City will be relying on the accuracy, competence and completeness of the Services provided by the Contractor in utilizing the results of the Services.

**TERM**

13. This Agreement commences on [BEGINNING DATE OF TERM] and ends upon the completion of the Services to the full satisfaction of the City Liaison, which completion should be no later than [ENDING DATE OF TERM] (the "Term"). The Term of this Agreement may be extended either by mutual agreement in writing signed by both parties, or, by the City, with all other terms remaining the same.
14. The City does not warrant or guarantee any future business. There is no automatic renewal of Term for this Agreement.

**PAYMENT**

15. The City will pay the Contractor for the Services, excluding expenses, a rate of [SPECIFY RATE, PER HOUR/MONTH, ETC.] for all the described Services performed and completed to the full satisfaction of the City.
16. The Contractor shall invoice the City on a monthly basis which details the Services performed, the person performing each of the Services, the time spent and the fee for each of the Services. Invoices should be submitted in duplicate to the City Liaison and/or Designate(s) for approval.
- a. If the City approves of the Services which are the subject of the invoice, the City shall pay the Contractor the amount of the approved invoice or part thereof thirty (30) days following the date of the City's approval.
- b. If the City does not approve of the Services or part of them which are the subject of the invoice, the City shall advise the Contractor in writing of the reasons for non-approval and the Contractor shall remedy the problem at no additional cost to the City before the City shall be obliged to pay the invoice or any part of it, as the case may be.
17. With respect to expenses, the Contractor shall be reimbursed only for expenses with the prior approval of the City and which are accompanied by sufficient and substantiated documentation acceptable to the City as follows:
- 32.
- [DETAIL WHAT IS ALLOWABLE OR REFER TO ANOTHER APPENDIX SPECIFYING THE DETAILS]  
The City will not be liable for and will not pay any unapproved expenses or increases in fees. The Contractor is expressly agreeing to complete all the described Services for the consideration expressed herein.
18. The Contractor is a GST/HST Registrant with the registration number [FILL IN OTHERWISE OR HAVE STATED AS A SMALL SUPPLIER IE. NOT REGISTERED, GST/HST NOT APPLICABLE]. The Contractor's invoices will clearly show the amount of tax as a separate tax.

**WARRANTY OF WORK**



19. The Contractor warrants that the Services are free of all defects, deficiencies, and problems arising from workmanship for a period of twelve (12) months from the date of approved final completion.
20. If, in the sole opinion of the City defects, deficiencies or problems appear during the warranty period, the Contractor shall immediately remedy, replace, re-perform or correct the Services at no cost to the City within a time fixed by the City.
21. If the Contractor fails to respond or remedy, replace, re-perform or correct the Services within the time fixed by the City, the City may remedy, replace, re-perform or correct the Services, and, any damage arising from it, by whatever means it chooses and the cost of same shall be paid by the Contractor.
22. The Contractor further warrants that any Services which have been repaired, replaced, re-performed, remedied or corrected shall be free of defects, deficiencies or problems arising from faulty workmanship for a further period of twelve (12) months from the date of completion of the required repair, re-performance, remedy or correction.
23. The Contractor warrants that all software and document files, not provided by the City and used in the performance of the Services, to be Virus free. Virus shall mean a code fragment with the ability to reproduce by modifying other programs, applications or documents to include a copy of itself. Later, it may expose itself by wiping out disk files or by causing other problems on the system. The Contractor also warrants that any file, be it an executable, data file or document produced by electronic means be scanned with adequate virus scanning software prior to its introduction to any City computing system. This software must be kept current, being updated at least once a month or as needed. In the case that a City computing system is infected by a Virus, found to be traced back to the Contractors activities, the Contractor will be liable for the cost of clearing all City computing systems of the Virus.

#### **SUSPENSION OF WORK**

24. The City may at any time in its sole discretion suspend the Services for a specified or unspecified time by written notice to the Contractor.
25. Upon receiving notice of suspension, the Contractor shall immediately suspend all operations except those which in the City's opinion are necessary to preserve, care for and protect the Services.
26. The Contractor shall be entitled to be reimbursed for its reasonable, proper and actual expenses incurred in protecting, caring for and preserving the Services.

#### **RIGHTS IN INTELLECTUAL PROPERTY**

27. Any and all information, reports, documents, data, computer software, or other items of any nature whatsoever, in any form, prepared by the Contractor pursuant to this Agreement whether completed or not, together with all designs or materials capable of intellectual

property protection, prepared, developed or created by the Contractor, its employees or agents during the performance of and/or pursuant to this Agreement shall automatically become the property of the City.

**CONFIDENTIAL INFORMATION**

28. The Contractor agrees that any information, knowledge (including but not necessarily limited to, City business practices, techniques, relationships, agreements, etc.), data, research, documents, photographs, negatives, computer programs (and related object and source codes) and any other information, knowledge, materials or products disclosed to the Contractor by the City or otherwise produced, developed or known by the Contractor in providing the Services (collectively the "Confidential Information") will not be:
- a. published or disclosed to any third party not either during or after the Agreement except as otherwise authorized by the City to:
    - i) those of the Contractor's officers and employees who are directly concerned with the use, development or application of the Confidential Information in the provision of the Services; and
    - ii) third parties as to the extent necessary to provide the Services; nor
  - b. used, sold or otherwise disposed of for value by the Contractor other than in the provision of the Services under this Agreement.

This section shall survive the termination of this Agreement.

29. The Contractor shall:
- a. comply with any rules or directions made or given by the City with respect to safeguarding or ensuring the confidentiality of the Confidential Information;
  - b. as authorized by the City advise the Contractor's officers, employees and contractors to whom the Contractor may disclose the Confidential Information of the confidentiality and ownership provisions of this Agreement;
  - c. do that which is necessary and reasonable to prevent unauthorized disclosures, use, or sale (or other disposition for value) of the Confidential Information.

This section shall survive the termination of this Agreement.

**TERMINATION**

30. The City reserves the right at its exclusive option to immediately and without further notice, cancel any Agreement, or part thereof, without further liability of any kind:
- a. for failure by the Contractor to complete the Agreement in a timely fashion;
  - b. for failure by the Contractor to meet described milestone events as required by the Agreement;
  - c. for poor workmanship by the Contractor;

- d. for repeated or persistent faulty work or performance by the Contractor;
- e. for failure by the Contractor to remedy defects or deficiencies after being given notice to do so;
- f. if the Contractor is adjudged bankrupt or makes a general assignment for the benefit of creditors, or a receiver, trustee in bankruptcy or similar officer is appointed to take charge of all or part of its property; and such conditions are not cured within thirty (30) days of notice thereof from the City to the Contractor;
- g. for any breach of condition of the Agreement by the Contractor;
- h. for any Act of God event which lasts longer than thirty (30) days;
- i. for its convenience at any time without cause, penalty or damages.

In addition, the City expressly reserves all legal rights and remedies available under general laws of British Columbia, Canada in the event of termination including the right of set off.

- 31. Upon termination of this Agreement, the Contractor agrees that all files, information, data and documents pertaining to the City's business including any software developed in part or in whole during the performance of the Services, shall remain the property of the City, and shall promptly be delivered by the Contractor to the City's office, and no photostatic copy, duplication or reproduction of any kind whatsoever shall be made of such files, information, documents or software without the express written consent of the City.

#### **FUNDING**

- 31. Notwithstanding any other provisions of this Agreement, if funds anticipated for the continued fulfillment of this Agreement are at any time not forthcoming or insufficient, then the City shall have the unilateral right to terminate this Agreement without penalty by giving not less than thirty (30) days written notice documenting the lack of funding or program change.

#### **RELATIONSHIP OF THE PARTIES**

- 32. The Contractor and the City expressly acknowledge that they are independent contractors and neither an agency, partnership nor employer-employee relationship is intended or created by this Agreement.
- 33. The Contractor shall be solely responsible for all matters relating to statutory deduction of all taxes, employment insurance and Canada Pension and all licenses and permits which may be or become required to perform the Services.
- 34. The Contractor shall be solely responsible for all matters relating to leave, remuneration, Worker' Compensation, insurance premiums and discipline.

#### **DISPUTES**

- 35. In the case of any dispute arising between the City and the Contractor, as to their respective rights and obligations under the terms and conditions of this Agreement and subsequent documents, either party shall be entitled to give the other written notice, within ten (10) working days of that party's awareness of such a dispute.

36. In the event that a mutually agreeable resolution is not reached in a reasonable period of time, the parties agree to the following procedure:

- a. Disputes will be referred to the City Liaison [NAME] and the Contractor's [CONTRACTORS REP] responsible for the relationship with the City who will meet and work to resolve the dispute. If a resolution cannot be reached within ten (10) days, or such time as agreed to by both parties, the dispute will be escalated to the second level.
- b. The City's [EXECUTIVE TITLE] and the Contractor's senior executive for the region will work to resolve the dispute. If a resolution still cannot be reached the dispute will be escalated to the third level.
- c. The matter in dispute may be referred to the British Columbia International Commercial Arbitration Centre ("BCICAC") for commercial mediation, pursuant to its rules. In the event the commercial mediation process is unsuccessful, the BCICAC will appoint an arbitrator. The decision of any arbitrator shall be final and binding upon the parties, including any decision of the arbitrator with respect to the costs of arbitration.

The place of arbitration shall be Vancouver, British Columbia.

- d. Any of the above actions does not preclude the City from entering into litigation against the Contractor or in accessing any other rights under law, including access to court proceedings.

#### **WORKERS' COMPENSATION**

38. The Contractor warrants and represents that it will comply with the relevant Workers' Compensation Board (WCB) requirements in the provision of the Services.
39. The Contractor is responsible for carrying and paying for WCB coverage for itself and all its employees, contractors and others engaged in providing the Services.
40. The Contractor agrees that it is the principal contractor for the purposes of the Workers' Compensation Board Industrial Health and Safety Regulations for the Province of British Columbia.
41. The Contractor must have a safety program acceptable to the WCB and must ensure that WCB safety rules and regulations are observed during performance of this Agreement.

#### **INSURANCE**

42. The Contractor warrants and represents that it has the following insurance coverage:
  - a. Commercial General Liability Insurance with a limit of not less than \$2,000,000 inclusive per occurrence for bodily injury, (including death) and damage to property including loss

of use thereof. Such insurance shall include coverage for broad form property damage, contractual liability, completed operations and product liability. The City shall be named as an additional insured on the policy, but only with respect to the operations of the Contractor in the performance of this Agreement.

- b. Automobile Liability Insurance for a limit of not less than \$2,000,000 for all owned, leased or rented licensed vehicles used in the performance of the contract.
  - c. Where applicable, Property Insurance for the value of Contractor's property, shall be maintained and shall include a waiver of subrogation in favour of the City.
  - d. Professional Liability in an amount not less than \$1,000,000 insuring the Contractor's liability resulting from errors and omission in the performance of professional services under this Agreement.
43. At the request of the City, the Contractor shall provide to the City, a Certificate of Insurance evidencing the required insurances are in force and effect and that all coverages shall provide for 30 days prior written notice to be given to the City in the event of cancellation or material changes. With the prior consent of the City, should any portion of the Services performed be sub-contracted, the Contractor will ensure that each sub-contractor also maintains during the course of this Agreement insurance coverages which are in like form and with limits as those to be carried by the Contractor.

#### **INDEMNITY**

44. The Contractor agrees to indemnify, defend and save harmless the City including without limitation, its employees, agents, and elected officials from any or all suits, claims, demands, liens, and/or, expenses or fees (including legal fees) arising out of the Services offered under this Agreement.
45. The Contractor further agrees to indemnify, defend and save harmless the City including without limitation, its employees, agents, and elected officials from all damages, losses, claims, costs, expenses, actions or proceedings arising out of or caused by the negligent or wrongful acts of the Contractor, its employees, servants, sub-contractors and/or agents.
46. The Contractor agrees to indemnify, defend and save harmless the City including without limitation, its employees, agents, and elected officials from and against all suits, claims, losses, damages, expenses and costs of any nature or kind whatsoever, including lawyers' fees, arising from the Contractor or Contractors' employees or agents negligence or breach of copyright, patent, or any other right of any person towards any person(s) or property in connection with the performance of this Agreement.
47. The provisions of this indemnity are paramount to any insurance requirements herein and shall survive the term of this Agreement.

**CONFLICT OF INTEREST**

48. The Contractor declares that the Contractor has no financial interest, directly or indirectly, in the business of any third party that would be or be seen to be a conflict of interest in carrying out the Services.

In the event an interest is acquired or the Contractor should be found to be in a potential conflict of interest during the performance of the Services, the Contractor shall be required to advise and cure the conflict forthwith to the City's satisfaction or shall be disentitled to any compensation under this Agreement.

The Contractor warrants and represents that neither it nor any person related to or affiliated with the Contractor has any relation to or affiliation with any faculty or staff of the City which may in any way be seen (in the City's sole and unfettered discretion) to create a potential conflict between the loyalties owed by such faculty or staff to the City and loyalties owed directly or indirectly to the Contractor, except as disclosed by the Contractor to the City.

**FORCE MAJEURE (ACT OF GOD)**

49. Neither party shall be responsible for any delay or failure to perform its obligations under this Agreement where such delay or failure is due to fire, flood, explosion, war, embargo, governmental action, Act of Public Authority, Act of God, or to any other cause or similar force majeure event beyond its control, except labour disruption.
50. In the event force majeure occurs, the party who is delayed or fails to perform shall give prompt notice to the other party and shall take all reasonable steps to eliminate the cause.
51. Should the force majeure event last for longer than 30 days, the City may terminate this Agreement by notice to the Contractor without further liability, expense or cost of any kind.

**ASSIGNMENT**

52. The Contractor shall not assign (in any manner including by operation of law) or sub-contract any of its obligations under this Agreement without the prior written consent of the City.

**GOVERNING LAW**

53. This Agreement shall be governed by and construed in accordance with the laws and courts of the Province of British Columbia and shall in all respects be treated as a British Columbia contract.

**MEDIA CONTACT**

55. The prior written approval of the City is required for any news release, interview, other print/electronic media, or trade contacts that relate to this Agreement. Such written approval is generally not given.

**SEVERABILITY**

56. All paragraphs and covenants contained in this Agreement are severable, and in the event that any of them shall be held to be invalid, unenforceable or void by a court of a competent jurisdiction, such paragraphs or covenants shall be severed and the remainder of this Agreement shall remain in full force and effect.

**WAIVER**

57. The City may at any time insist upon strict compliance with this Agreement regardless of past conduct or practice with this or any other Contractor.

**NOTICE**

58. All notices under this Agreement shall be in writing and shall be deemed received, if properly sent to the addresses [INCLUDE IF FAX IS ALTERNATIVE "or to the fax number of the party provided below (or to such substitute address [or fax number] as may by notice have been substituted):

- a. By mail, on the fifth day following date of mailing; or
- b. By registered mail, on the seventh day following date of mailing; or
- c. [OPTIONAL "By fax, on the business day following date of transmission."]

To the Contractor: [NAME OF INDIVIDUAL]  
[COMPANY LEGAL NAME]  
[FULL ADDRESS]

Facsimile Number: ( ) [ ]

To the City: [STAFF RESPONSIBLE FOR CONTRACTS]  
[TITLE]  
City of White Rock

15322 Buena Vista Avenue  
White Rock, BC, Canada V4B 1Y6

Facsimile Number: (604) XXX-XXXX

**COMPLIANCE WITH LAWS**

59. In carrying out its obligations hereunder, the Contractor shall familiarize itself and agrees to continuously conform to and to ensure its employees, agents and servants continuously conform to, all applicable laws, bylaws, regulations, ordinances, codes, specifications and requirements of all regulatory authorities and conditions, and shall obtain all necessary licences, permits and registrations as may be required by law.



60. The Contractor shall pay and discharge all wages, fees, salaries, charges, costs and expenses due and accruing due to any of its employees, agents, suppliers and subcontractors and shall make and remit to the proper authorities all deductions therefrom required by law.
61. If the City requests, the Contractor shall furnish evidence of such compliance to the City forthwith.

**USE OF TRADEMARKS**

62. The Contractor acknowledges the proprietary interest of the City in all names, trademarks, crests, or logos owned by the City and shall not use any City name, trademark, crest or logo without the written consent of the City.

**INTERPRETATION**

63. Headings are included in this Agreement for convenience of reference only and do not form part of this Agreement.

**COUNTERPARTS**

64. This Agreement may be executed in one or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument; however, this Agreement will be of no force or effect until executed by both parties. [IF APPLICABLE ADD "THIS AGREEMENT MAY BE EXECUTED BY FACSIMILE" or "SCANNED ELECTRONIC COPY"]

**ENUREMENT**

65. The provisions of this Agreement shall enure to the benefit of and be binding upon the Contractor, the Contractor's heirs, executors, administrators and assigns, and the City, its successors and assigns.

**NON-DISCLOSURE**

66. This Agreement is considered Confidential Information.

**ENTIRE AGREEMENT/MODIFICATION**

67. This Agreement [AND IN ADDITION THE RFP, RFP RESPONSE AND ANY ADDENDA or other applicable documents] is [COMPRISES] the whole agreement between the parties and may not be modified, changed, amended or waived except by signed written agreement of the parties.

**Indicate your acceptance of this offer by signing and returning three copies of this Agreement.**

**AGREED AND ACCEPTED**

\_\_\_\_\_  
Signature per City of White Rock

\_\_\_\_\_  
Signature per Contractor





Contract #: 1200-30-YYYY-NNN

Name (print)

Name (print)

Title (print)

Title (print)

Date (print)

Date (print)

NOTE: This Agreement is not valid unless signed by an authorized agent of the Corporation of the City of White Rock.

DRAFT

Appendix D  
Photos



East



North east



North



North west





West



South west & soffits



South west



South (A)





South (B)



South entrance & soffits



South entrance



South east (A)





South east (B)

Appendix E  
Terms and Conditions

### **Request for Quotation Terms and Conditions**

1. This Request for Quotation should not be interpreted as an agreement to purchase goods or services. The City of White Rock's (the "City's") intent is to select the bid(s) representing, in its sole discretion, best value to the City, taking into account, in no particular order, the specifics of the goods or services proposed, the schedule, the experience of the bidder, the bidder's references, the City's experience with the bidder, the direct costs, the indirect costs and the non-monetary impact upon the City as well as any other criteria the City in its sole discretion may deem relevant. It will not be bound to accept the lowest or any bid and reserves the right in its sole and absolute discretion to reject, in whole or in part, any bid, or to cancel the Request for Quotation in its entirety. The City will not be obligated in any manner to any bidder submitting a quotation whatsoever until the bid has been accepted by the City, in which case the Purchase Order Terms and Conditions, the terms of this Request for Quotation and the terms of the quotation shall constitute the contract between the City and the successful bidder.
2. It is the responsibility of the bidder to ensure that the quotation arrives prior to the date and time and at the place indicated. The City reserves the right at its sole discretion to accept or reject any responses received after this time. From time to time the City's spam filters block legitimate email. The City cannot accept responsibility for delivery/receipt of email so please follow up if you do not receive a response.
3. Substitutions are not acceptable as Quotations shall be based on the specifications. However if there are variations in accessories that have been specified, equivalent alternatives may be considered if full descriptive data on proposed alternatives is submitted with the Quotation. The City of White Rock reserves the right to determine, at its sole discretion, whether the alternatives are equal to items specified.
4. Quotations should be in Canadian funds.
5. The City and its employees and agents shall not be held liable or accountable for any error or omission in any part of this Request for Quotation or response to bidder questions. While the City and/or its employees and agents have made efforts to ensure an accurate representation of information in this Request for Quotation, the information contained in or provided with the Request for Quotation, is supplied solely as a guideline for bidders. The information is not guaranteed or warranted to be accurate by the City and/or its employees or agents, nor is it necessarily comprehensive or exhaustive. Bidders should not rely exclusively on any information provided in or with this Request for Quotation and should independently verify all such information. Nothing in this Request for Quotation is intended to relieve bidders from the responsibility of conducting their own investigations and research and forming their own opinions and conclusions with respect to the matters addressed in this Request for Quotation. Proponents will be solely responsible to ensure their quotation meets all requirements of the Request for Quotation, to advise the City immediately of any apparent discrepancies or errors in the Request for Quotation, and to request clarification if in doubt concerning the meaning or intent of anything in the Request for Quotation.
6. Any questions should be submitted in writing to the contact identified herein. Enquiries and responses will be recorded and may be distributed to all bidders at the City's discretion. Information obtained from any other source is not official and should not be relied upon. Should a correction be necessary or should additional information become available during the Request for Quotation process, it may be distributed in the form of an addendum posted on BC Bid. The City of White Rock assumes no responsibility for notifying individual bidders of the existence of addenda. It is the sole responsibility of the bidder to ensure it has obtained, prior to the closing, any addenda issued by the City of White Rock.
7. If a bidder discovers that it has made an error in its quotation, the bidder may forward a correction notice to the City, but it must be received prior to the closing date and time for the Request for Quotation. Unless otherwise specified, quotations will be open for acceptance for 60 days after the closing date.
8. Quotations that contain qualifying conditions or otherwise fail to conform to the Request for Quotation terms may be rejected. The City retains the right to waive irregularities in the quotation if it deems such irregularities to be of a minor or technical nature. The City retains the sole right to determine which quotation, if any, best meets its needs. The City reserves the right to issue multiple Purchase Orders, i.e., to more than one bidder, should it deem this to be in the best interest of the City of White Rock.
9. When quotations have been received and an award made, the successful supplier will be held to its quotation as of the closing of the Request for Quotation irrespective of subsequent representation that mistakes have been made in the quotation originally submitted.
10. Notwithstanding the previous paragraphs, if it appears an error has been made in a quotation, the City may, in its sole discretion, before awarding an order, communicate with the potential supplier to ascertain if it will supply at the quoted price or withdraw the quotation. If the potential supplier is permitted to withdraw its quotation, the potential supplier will not be considered on this Request for Quotation.
11. The City reserves the right to award this order in part or in full, on the basis of quotations received.
12. In the event of a discrepancy between the unit price and the extended price, the unit price shall govern.

13. Bidders should use the unit of measure shown in the Request for Quotation. Where conversions are required, these should be done by the bidder prior to submitting quotation.
14. Bidders should refer to the Request for Quotation number in all correspondence.
15. Bidders must comply with applicable laws. This Request for Quotation will be governed exclusively by and construed and enforced in accordance with the laws of the Province of British Columbia. The courts of the Province of British Columbia will have exclusive jurisdiction in the event of any dispute concerning this Request for Quotation or any matters arising out of this Request for Quotation.
16. Bidders' expenses:
  - a. It is a fundamental condition of this Request for Quotation and the receipt and consideration of quotations by the City that the City, and its respective employees, consultants and agents, will not and shall not under any circumstances including without limitation whether pursuant to contract, tort, statutory duty, law, equity, any actual or implied duty of fairness, or otherwise, be responsible or liable for any costs, expenses, claims, losses, damages or liabilities (collectively and individually all of the foregoing referred to as "Claims") incurred or suffered by any bidder as a result of or related to any one or more of: the Request for Quotation; the preparation, negotiation, acceptance or rejection of any conforming or non-conforming quotation; the rejection of any bidder; or the cancellation, suspension or termination of the Request for Quotation process. By submitting a quotation each bidder shall be conclusively deemed to waive and release the City and its employees, contractors, consultant and agents, from and against any and all such Claims.
  - b. By submitting a quotation the bidder agrees that it shall not claim damages for any matter arising out of this Request for Quotation process or in preparing and submitting a quotation. The bidder further agrees to and hereby waives any claim for damages for loss of profit if the bidder is not selected by the City.
  - c. In consideration of the City considering a bidder's quotation, the bidder waives any right it may have to question or challenge the evaluation of its quotation or any other quotation and releases the City from any Claims arising from the evaluation process or the failure of the City to select that bidder's quotation.
17. Freedom of Information:
  - a. All documents, including bids, submitted to the City of White Rock become the property of the City of White Rock subject to the provisions of the Freedom of Information and Protection of Privacy Act.
  - b. Contracts valued at \$50,000 and over require approval of White Rock Council prior to award. The total bid amount of all bids and the reason for selecting the successful bidder will be routinely released at a Regular Meeting of the White Rock Council.
  - c. Certain other bid information may be released in accordance with the provisions of the Freedom of Information and Protection of Privacy Act. Should the bidder believe that portions of its bid should be held as confidential, these should be clearly identified. However, even information identified as confidential may be released in accordance with the Freedom of Information and Protection of Privacy Act or a court order. The City of White Rock reserves the right to release to the public the total bid price of any submission, regardless of whether it was identified as confidential. By submitting a bid or quotation you consent to the release of the total bid price in order to provide transparency in relation to municipal expenditures of this type.
18. All inquiries related to this Request for Quotation are to be directed to the City as noted on the Request for Quotation. Information obtained from any other source should not be relied upon. Inquiries and responses may be distributed to all bidders at the City's option.

## Appendix F

### MPI Specifications - White Rock Museum & Archives

## **PART 1 - GENERAL**

### **1.1 Description:**

- .1 Section Includes: All labor, materials, tools and other equipment, services and supervision required to complete all exterior repainting work as indicated on Finish Schedules and to the full extent of the drawings and specifications.
- .2 Work under this Contract shall also include, but not necessarily be limited to:
  - .a High pressure washing and abrasive blasting in accordance with the requirements of Section 09945.
  - .b Moisture testing of substrates.
  - .c Surface preparation of substrates as required for acceptance of paint, including cleaning, small crack repair, patching, caulking, and making good surfaces and areas to the limits defined under MPI Repainting Manual Preparation requirements.
  - .d Specific pre-treatments noted herein or specified in the **MPI Repainting Manual**.
  - .e Sealing / priming surfaces for repainting in accordance with **MPI Repainting Manual** requirements.
- .2 Refer to drawings and schedules (e.g., Finish Schedule) for type, location and extent of exterior repainting required, and include all touch-ups necessary to complete work shown, scheduled or specified.
- .3 This Section along with the drawings forms part of the Contract documents and is to be read, interpreted and coordinated with all other parts.
- .4 Division 0, Section 00700 - General Conditions and Section 00800 - Supplementary Conditions and Division 1, General Requirements form an integral part of this Section of Work. The Painting contractor shall refer to these and all other related parts.

### **1.2 Related Sections:**

- .1 Unless otherwise noted, the following work or conditions are not included under this Section of work:

Section 01500 - Temporary Facilities and Controls  
Section 09900 - Painting (of new surfaces)  
Section 09920 - Interior Repainting  
Section 03300 - Abrasive Blasting

- .a Scaffolding, platforms and temporary weather-proof coverings as well as heating and lighting if required and housekeeping services.
- .b Condition of substrates, correction of DSD-4 defects and deficiencies in substrates which may adversely affect repainting work, except for minimal work performed by this trade and preparation of surfaces to receive paint and finishes under this section of work.
- .c Painting of new surfaces.
- .f Abrasive blasting of surfaces.

### **1.3 Quality Assurance:**

- .1 This Contractor shall have a minimum of five (5) years proven satisfactory experience and shall show proof before commencement of work that he will maintain a qualified crew of painters throughout the duration of the work. When requested, Contractor shall provide a list

of the last three comparable exterior repainting jobs including, name, location, specifying authority / project manager, start / completion dates and value of the work.

- .2 Only qualified journeypersons, as defined by local jurisdiction, shall be engaged in exterior repainting work.

Apprentices may be employed provided they work under the direct supervision of a qualified journeyperson in accordance with trade regulations.

- .3 All materials, preparation and workmanship shall conform to the standards contained in the latest edition of the Master Painters Institute (**MPI**) Maintenance and Repainting Manual (herein referred to as the **MPI** Repainting Manual) as issued by the local **MPI** Accredited Quality Assurance Association having jurisdiction.

- .4 All exterior repainting work shall be inspected by a Paint Inspection Agency (inspector) acceptable to the specifying authority and the local **MPI** Accredited Quality Assurance Association. The painting contractor shall notify the Paint Inspection Agency a minimum of one week prior to commencement of work and provide a copy of the project painting specification, plans and elevation drawings (including pertinent details) as well as a Finish Schedule.

- .5 **All surfaces requiring repainting shall be inspected** by the Painting Subcontractor who shall notify the Consultant, Paint Inspection Agency, and General Contractor in writing of any defects or problems, prior to commencing repainting or after preparation work.

#### **1.4 Regulatory Requirements:**

- .1 Conform to work place safety regulations for storage, mixing, application and disposal of all paint related materials to requirements of those authorities having jurisdiction.
- .2 Conform to safety precautions in accordance with the latest requirements to Industrial Health and Safety Regulations, latest edition, of authorities having jurisdiction.
- .3 Notify the Paint Inspection Agency on award of contract and make application for assignment of an Inspector using appropriate forms supplied by the Agency as well as provide a copy of the project repainting specification, drawings, color schedule and list of proposed materials for review purposes prior to commencement of work.
- .4 Fully cooperate at all times with the requirements of the Paint Inspection Agency in the performance of their duties, including providing access and assistance as required to complete inspection work.
- .5 To reduce the amount of contaminants entering waterways, sanitary / storm drain systems or into the ground the following procedures shall be strictly adhered to:
- .a Retain cleaning water for water-based materials to allow sediments to be filtered out. In no case shall equipment be cleaned using free draining water.
  - .b Retain cleaners, thinners, solvents and excess paint and place in designated containers and ensure proper disposal.
  - .c Return solvent and oil soaked rags used during painting operations for contaminant recovery, proper disposal, or appropriate cleaning and laundering.
  - .d Dispose of contaminants in an approved legal manner in accordance with hazardous waste regulations.
  - .e Empty paint cans are to be dry prior to disposal or recycling (where available).
  - .f Close and seal tightly partly used cans of materials including sealant and adhesive containers and store protected in well ventilated fire-safe area at moderate temperature.
- .6 Where paint recycling is available, collect waste paint by type and provide for delivery to

recycling or collection facility.

**1.5 Mock-Ups:**

.1 When requested by the Consultant or Paint Inspection Agency, prepare and repaint a designated exterior surface area or item to requirements specified herein, with specified paint or coating showing selected colors, gloss / sheen, texture and workmanship to **MPI** Repainting Manual standards for review and approval. When approved, exterior surface area and/or item shall become acceptable standard of finish quality and workmanship for similar on-site repainting work.

**1.6 Submittals:**

- .1 All submittals shall be in accordance with the requirements of Section 01300 - Submittals.
- .2 Submit written proof of ability to supply a 100% two (2) year Maintenance Bond, if Paint Association warranty option is not used with Bid Submission.
- .3 Submit list of all painting materials to the Consultant and the Paint Inspection Agency for review prior to ordering materials.
- .4 Submit two sets of Material Safety Data Sheets (MSDS) prior to commencement of work for review and for posting at job site as required.
- .5 Submit certification reports for ecologo paint products used.
- .6 Submit invoice list of all paint materials ordered for project work to Paint Inspection Agency indicating manufacturer, types and quantities for verification and compliance with specification and design requirements if requested.
- .7 Submit work schedule for various stages of work for the Consultant's review and Owner's approval if requested.
- .8 At project completion provide an itemized list complete with manufacturer, paint type and color coding for all colors used for Owner's later use in maintenance.
- .9 At project completion provide properly packaged maintenance materials as noted herein and obtain a signed receipt.

**1.7 Product Delivery, Storage and Handling:**

- .1 Deliver all painting materials in sealed, original labeled containers bearing manufacturer's name, brand name, type of paint or coating and color designation, standard compliance, materials content as well as mixing and/or reducing and application requirements.
- .2 Store all paint materials in original labeled containers in a secure (lockable), dry, heated and well ventilated single designated area meeting the minimum requirements of both paint manufacturer and authorities having jurisdiction and at a minimum ambient temperature of 45° F (7° C). Only material used on this project is to be stored on site.
- .3 Where toxic and/or volatile / explosive / flammable materials are being used, provide adequate fireproof storage lockers and take all necessary precautions and post adequate warnings (e.g. no smoking) as required.
- .4 Take all necessary precautionary and safety measures to prevent fire hazards and spontaneous combustion and to protect the environment from hazard spills. Materials that constitute a fire hazard (paints, solvents, drop clothes, etc.) shall be stored in suitable closed and rated containers and removed from the site on a daily basis.
- .5 Comply with requirements of authorities having jurisdiction, in regard to the use, handling, storage and disposal of hazardous materials.



**1.8 Project / Site Requirements:**

- .1 UNLESS specifically pre-approved by the specifying body, Paint Inspection Agency and the applied product manufacturer, perform no exterior repainting work when the ambient air and substrate temperatures are below 50° F (10° C).
- .2 Perform no exterior repainting work unless environmental conditions are within MPI and paint manufacturer's requirements or until adequate weather protection is provided. Where required, suitable weatherproof covering and sufficient heating facilities shall be in place to maintain minimum ambient air and substrate temperatures for 24 hours before, during and after paint application.
- .3 Perform no exterior repainting work when the relative humidity is above 85% or when the dew point is less than 5° F (3° C) variance between the air / surface temperature.
- .4 Perform no exterior repainting work when the maximum moisture content of the substrate exceeds:
  - .a 15% for wood.
- .5 Conduct all moisture tests using a properly calibrated electronic Moisture Meter.
- .6 Test concrete and masonry surfaces for alkalinity as required.
- .7 Apply paint only to dry, clean, and adequately prepared surfaces in areas where dust is no longer generated by construction activities such that airborne particles will not affect the quality of finished surfaces.

**1.9 Scheduling:**

- .1 Schedule repainting operations to prevent disruption of Owner's operations or building occupants. Obtain written authorization from Owner for changes in work schedule.
- .2 Phased work shall be in accordance with the requirements of Sections 01010 - Summary of Work and/or 01060 - Special and Regulatory Requirements.

**1.10 Guarantee:**

- .1 Furnish two (2) Painting Association Guarantee or a 100% two (2) year Maintenance Bond both in accordance with **MPI** Repainting Manual requirements. The Maintenance Bond shall be obtained from an approved bonding company and shall warrant that all repainting work has been performed in accordance with **MPI** Repainting Manual requirements.
- .2 All exterior repainting work shall be in accordance with **MPI** Repainting Manual requirements and shall be inspected by the Painting Association whether using the Painting Association Guarantee or the Maintenance Bond option. The cost for such Painting Association inspections as well as either the Painting Association Guarantee or Maintenance Bond shall be included in the Base Bid Price.
- .3 Painting Subcontractors choosing the Maintenance Bond option shall provide written proof of their ability to supply same at time of bidding.

**1.11 Maintenance Materials:**

- .1 At project completion provide a minimum of 4 liters (1 gallon) of each type and color of paint from same production run (batch mix) used in unopened cans, properly labeled and identified for Owner's later use in maintenance. Store where directed.

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## **PART 2 - PRODUCTS**

### **2.1 Materials:**

- .1 All materials (primers, paints, coatings, varnishes, stains, lacquers, fillers, thinners, solvents, etc.) shall be products listed in the latest edition of the **MPI** Approved Product List and shall be from a single manufacturer for each system used.
- .2 Other paint materials such as linseed oil, shellac, turpentine, etc. shall be the highest quality product of an approved manufacturer listed in the **MPI** Approved Product List and shall be compatible with other coating materials as required.
- .3 All materials and paints shall be lead and mercury free.
- .4 Where required, paint products shall meet **MPI** Environmentally Friendly" E3 ratings based on VOC (EPA Method 24) content levels.
- .5 All paint materials shall have good flowing and brushing properties and shall dry or cure free of blemishes, sags, air entrapment, etc. Refer to 3.5, Field Quality Control / Standard of Acceptance requirements.

### **2.2 Equipment:**

- .1 Painting Equipment: to best trade standards for type of product and application.
- .2 Spray-Painting Equipment: of ample capacity, suited to the type and consistency of paint or coating being applied and kept clean and in good working order at all times.

### **2.3 Mixing and Tinting:**

- .1 Unless otherwise specified or pre-approved, all paints shall be ready-mixed and pre-tinted. Re-mix all paint in containers prior to and during application to ensure break-up of lumps, complete dispersion of settled pigment, and color and gloss uniformity.
- .2 Paste, powder or catalyzed paint mixes shall be mixed in strict accordance with manufacturer's written instructions.
- .3 Where thinner is used, addition shall not exceed paint manufacturer's recommendations.
- .4 If required, thin paint for spraying in strict accordance with paint manufacturer's instructions. If directions are not on container, obtain instructions in writing from manufacturer and provide copy of instructions to Consultant.

### **2.4 Finish and Colors:**

- .1 Unless otherwise specified herein, all exterior repainting work shall be done in accordance with **MPI** Premium Grade requirements.
- .2 Colors shall match existing. Refer to the Finish Schedule for identification and location. The schedule will be furnished after award of the Contract, except general requirements shall be as noted herein.

**Generally and unless otherwise specified herein or noted on Finish Schedules the quantity of colors and finishes shall be based on the following criteria:**

- .1 Color selection will be based on one (1) base color and two (2) accent colors. Note that this does not include pre-finished items unless specifically scheduled.
- .2 Exterior wood doors shall be repainted the same color as exterior walls. Frames and trim shall be repainted a different color than walls. Unless otherwise noted all doors, frames and

trim shall be repainted using a G5 (semi-gloss) finish.

- .3 Exterior window frames including trim and sills shall be repainted a different color than walls. Unless otherwise noted all window frames, trim and sills shall be repainted using a G5 (semi-gloss) finish.

- .4 Metal hand rails shall be repainted with the same colour as existing.

## **2.5 Gloss / Sheen:**

- .1 Paint gloss shall be defined as the sheen rating of applied paint, in accordance with the following **MPI** gloss / sheen standard values:

<b>Gloss Level</b>	<b>Description</b>	<b>Units @ 60 degrees</b>	<b>Units @ 85 degrees</b>
<b>G1</b>	Matte or Flat finish	0 to 5	10 maximum
<b>G2</b>	Velvet finish	10 maximum	10 to 35
<b>G3</b>	Eggshell finish	10 to 25	10 to 35
<b>G4</b>	Satin finish	20 to 35	35 minimum
<b>G5</b>	Semi-Gloss finish	35 to 70	
<b>G6</b>	Gloss finish	70 to 85	
<b>G7</b>	High-Gloss finish	> 85	

- .2 Gloss level ratings of all painted surfaces shall be as specified herein and as noted on Finish Schedule.

## **PART 3 - EXECUTION**

### **3.1 Condition of Surfaces:**

- .1 Prior to commencement of repainting work, thoroughly examine (and test as required) all exterior conditions and surfaces scheduled to be repainted and report in writing to the Owner any conditions or surfaces that will adversely affect work of this section.
- .2 The degree of surface deterioration (DSD) shall be assessed using the assessment criteria indicated in the **MPI**

Maintenance Repainting Manual. In general the **MPI** DSD ratings and descriptions are as follows:

<b>Condition</b>	<b>Description</b>
<b>DSD-0</b>	Sound Surface (may include visual (aesthetic) defects that do not affect film's protective properties).
<b>DSD-1</b>	Slightly Deteriorated Surface (may show fading; gloss reduction, slight surface contamination, minor pin holes scratches, etc.) / Minor cosmetic defects (runs, sags, etc.).
<b>DSD-2</b>	Moderately Deteriorated Surface (small areas of peeling, flaking, slight cracking, staining, etc.).
<b>DSD-3</b>	Severely Deteriorated Surface (heavy peeling, flaking, cracking, checking, scratches, scuffs, abrasion, small holes and gouges).
<b>DSD-4</b>	Substrate Damage (repair or replacement of surface required by others).

- .3 Other than the repair of DSD-1 to DSD-3 defects included under this scope of work, structural and DSD-4 substrate defects discovered prior to and after surface preparation or after first coat of paint shall be made good and sanded by others ready for painting, unless otherwise agreed to by the Owner and painter to be included in this Work.

- .4 No repainting work shall commence until all such DSD-4 adverse conditions and defects have been corrected and surfaces and conditions are acceptable to the Painting Subcontractor. The Painting Subcontractor shall not be responsible for the condition of the substrate or for correcting defects and deficiencies in the substrate, which may adversely affect the painting work except for minimal work normally performed by the Painting Subcontractor and as, indicated herein. It shall always, however, be the responsibility of the Painting Subcontractor to see that surfaces are properly prepared before any paint or coating is applied. It shall also be the Painting Subcontractor's responsibility to paint the surface as specified providing that the owner accepts responsibility for uncorrected DSD-4 substrate conditions.

### **3.2 Preparation of Surfaces:**

- .1 Prepare all exterior surfaces for repainting in accordance with MPI Repainting Manual requirements. Refer to the MPI Repainting Manual in regard to specific requirements for the following:
- .a environmental conditions.
  - .b pH testing.
  - .c acid etching.
  - .d rust stain removal.
  - .e mildew removal.
  - .f structural steel and miscellaneous metals.
  - .g galvanized and zinc coated metal.
  - .h aluminum and copper surfaces.
  - .i glue laminated beams and columns.
  - .j dimension and dressed lumber.
  - .k wood doors.
  - .l wood paneling and casework.
  - .m wood decks, floors, stairs and steps.
- .2 Where required, pressure wash exterior surfaces prior to repainting in accordance with MPI standards for type of surfaces and recommended pressures to ensure complete removal of all loose paint, stains, dirt, and other foreign matter. This work shall be carried out only by qualified tradesman experienced in pressure water cleaning. The use of water hose cleaning will not be considered satisfactory, unless specifically specified. Allow sufficient drying time and test all surfaces using an electronic moisture meter before commencing work.
- .3 Sand, clean, dry, etch, neutralize and/or test all surfaces under adequate illumination, ventilation and temperature requirements.
- .4 Remove and securely store all miscellaneous hardware and surface fittings / fastenings (e.g. electrical lights, mechanical louvers, door and window hardware (e.g. hinges, knobs, locks, trim, frame stops) and, removable hazard / instruction labels. from wall and soffit surfaces, doors and frames, prior to repainting and replace upon completion. Carefully clean and replace all such items upon completion of repainting work in each area. Do not use solvent or reactive cleaning agents on items that will mar or remove finishes (e.g. lacquer finishes). Doors shall be removed before repainting to paint bottom and top edges and then re-hung.
- .5 Protect all exterior surfaces and areas, including landscaping, walks, drives, all adjacent building surfaces (including glass, aluminum surfaces, etc.) and equipment and any labels and signage from repainting operations and damage by drop cloths, shields, masking, templates, or other suitable protective means and make good any damage caused by failure to provide such protection.

### **3.3 Application:**

- .1 Do not commence repainting unless substrates and all environmental conditions are acceptable for the application of products.
- .2 Apply primer, paint or stain in accordance with **MPI** Painting Manual Premium

Grade finish requirements.

- .3 Apply primer, paint or stain in a workmanlike manner using skilled and trade qualified applicators as noted under Quality Assurance.
- .4 Apply primer, paint or stain within an appropriate time frame after cleaning and preparation to prevent weathering or water staining of substrate or before environmental conditions encourage flash-rusting, rusting, contamination or when the manufacturer's paint specifications require earlier applications.
- .5 Primer, paint or stain coats specified are intended to cover surfaces satisfactorily when applied at proper consistency and in accordance with manufacturer's recommendations.
- .6 Tint each coat of paint progressively lighter to enable confirmation of number of coats.
- .7 Unless otherwise approved by the painting inspection agency, apply a minimum of four coats of paint where deep or bright colors are used to achieve satisfactory results.
- .8 Sand and dust between each coat to provide an anchor for next coat and to remove defects (runs, sags, etc.) visible from a distance up to 1000 mm (39").
- .9 Do not apply finishes on exterior surfaces that are not sufficiently dry. Unless manufacturer's directions state otherwise, each coat shall be sufficiently dry and hard before a following coat is applied.
- .10 To avoid air entrapment in applied coats, apply materials in strict accordance with manufacturer's spread rates and application requirements.

#### **3.4 Exterior Finish / Coating Systems:**

Repaint exterior surfaces in accordance with the following **MPI** Repainting Manual requirements:

- .1 Galvanized Metal: (not chromate passivated)
  - REX 5.3B Alkyd semi-gloss or gloss finish. (Primer MPI #26, Finish MPI #94 or #9)
- .2 Dimension Lumber: (columns, beams, exposed joists, underside of decking, siding, fencing, etc.)
  - REX 6.2A Latex eggshell finish. (Primer MPI #6, Finish MPI #15)
- .3 Dressed Lumber: (doors, door and window frames, casings, battens, smooth facias, etc.)
  - REX 6.3L Latex satin finish. (Primer MPI #6, Finish MPI #15)
  - REX 6.3L Latex semi-gloss finish. (Primer MPI #6, Finish MPI #11)
  - REX6.3K Waterborne solid color stain finish. (Primer MPI #6, Finish MPI #16)

#### **3.5 Field Quality Control / Standard of Acceptance:**

- .1 All surfaces, preparation and paint applications shall be inspected.
- .2 Repainted exterior surfaces shall be considered to lack uniformity and soundness if any of the following defects are apparent to the Painting Inspection Agency inspector:
  - .a brush / roller marks, streaks, laps, runs, sags, drips, heavy stippling, hiding or shadowing by inefficient application methods, skipped or missed areas, and foreign materials in paint coatings.
  - .b evidence of poor coverage at rivet heads, plate edges, lap joints, crevices, pockets, corners and re-entrant angles.
  - .c damage due to touching before paint is sufficiently dry or any other contributory cause.
  - .d damage due to application on moist surfaces or caused by inadequate protection from the weather.
  - .e damage and/or contamination of paint due to wind blown contaminants (dust, sand blast materials, salt spray, etc.).

- .3 Repainted exterior surfaces shall be considered unacceptable if any of the following are evident under natural lighting conditions:
  - .a visible defects are evident on vertical surfaces when viewed at 90 degrees to the surface from a distance of 1000 mm (39").
  - .b visible defects are evident on horizontal surfaces when viewed at 45 degrees to the surface from a distance of 1000 mm (39").
  - .c visible defects are evident on soffit and other overhead surfaces when viewed at 45 degrees to the surface
  - .d when the final coat on any surface exhibits a lack of uniformity of sheen across full surface area.
- .4 Repainted surfaces rejected by the inspector shall be made good at the expense of the Contractor. Small affected areas may be touched up; large affected areas or areas without sufficient dry film thickness of paint shall be repainted. Runs, sags of damaged paint shall be removed by scraper or by sanding prior to application of paint.

**3.6 Protection:**

- .1 Protect all newly repainted exterior surfaces from rain and snow, condensation, contamination, dust, salt spray and freezing temperatures until paint coatings are completely dry. Curing periods shall exceed the manufacturer's recommended minimum time requirements.
- .2 Erect barriers or screens and post signs to warn, limit or direct traffic away or around work area as required.

**3.7 Clean-up:**

- .1 Remove all paint where spilled, splashed, splattered or sprayed as work progresses using means and materials that are not detrimental to affected surfaces.
- .2 Keep work area free from an unnecessary accumulation of tools, equipment, surplus materials and debris.
- .3 Remove combustible rubbish materials and empty paint cans each day and safely dispose of same in accordance with requirements of authorities having jurisdiction.
- .4 Clean equipment and dispose of wash water / solvents as well as all other cleaning and protective materials (e.g. rags, drop cloths, masking papers, etc.), paints, thinners, paint removers/strippers in accordance with the safety requirements of authorities having jurisdiction.

