

# **ON-CALL PAINTING SERVICES GENERAL TERMS AND CONDITIONS**

## **1. GENERAL WORK REQUIREMENTS**

- The Contractor shall perform all work in accordance with applicable codes, local ordinances, and requirements of Lake County.
- The Contractor shall provide all required licenses, permits, plans, engineering, and inspections to provide a completed project.
- The term paint shall mean both paint and coatings including emulsions, enamels, stains, varnishes, sealers, and all other coatings whether organic or inorganic and whether used as prime, intermediate, or finish coats.
- All painting work shall be done in strict accordance with the paint manufacturer's recommendations.
- Do not apply paint until substrates are free of conditions that will inhibit proper coating adhesion or appearance.
- Ensure substrates' moisture content is within tolerances recommended by paint manufacturer prior to application of paint.
- Paint shall only be applied when environmental conditions recommended by the manufacturer are met.
- All surfaces to be painted shall be prepared in a workmanlike manner with the objective of obtaining a clean dry surface free from dust, dirt, debris, rust, scale, and all foreign matter. No surface shall be painted before the surface meets the requirements of the paint manufacturer.
- All surfaces shall be patched, sanded, repaired, caulked, or skim coated as needed to achieve a finished product free of imperfections, blemishes, and holidays.
- Hardware accessories, picture tracks, machined surfaces, plates, lighting fixtures, locksets, hinges, and similar items in place prior to cleaning and painting, and not intended to be painted, shall be protected or removed, as directed by the County's Designated Representative, during painting operations and shall be promptly reinstalled after painting operations.
- Paint shall be applied by experienced painters with brushes, rollers, or other applicators designed for particular applications and shall be free of runs, sags, holidays, or unacceptable marks.
- Paint may be applied by experienced painters using airless sprayers where recommended by the manufacturer. All products used for thinning must be in strict accordance with the manufacturer's instructions.
- All substrates shall receive a minimum of one (1) coat of primer and two (2) finish coats of paint. Additional coats of paint shall be applied, if necessary, to obtain an aesthetically pleasing appearance and the specified thickness and coverage.
- Where manufacturer's recommended materials, surface preparation, number of coats or mil thickness exceed what is shown in the specifications, the recommendations of the manufacturer shall govern.
- Drying times between coats shall conform to manufacturer's instructions.
- The Contractor shall use tarps, drop cloths, and painter's tape to protect work wherever such covering is necessary.
- Any unwanted paint shall be carefully removed without damage to any finish or surface.
- The Contractor shall not use any plumbing fixture or waste piping for mixing of, or disposal of paint.

## **2. TREATMENT OF RUST ON IRON AND STEEL SUBSTRATES**

- All rusted surfaces shall be treated with OSPHO rust converter (or equivalent equal) which shall generate a chemical reaction to convert existing rust into a stable, black protective polymeric coating and protect against future rust and corrosion. Prior to applying OSPHO, use a wire brush or wire wheel to remove loose paint, rust scales, dirt, oil, and anything else accumulated on the surface. Rust converter shall be compatible with all substrates and top coats.

- The Contractor shall notify the County’s Project Manager 24 hours prior to the completion of rust treatments so that an inspection can be made of all areas. No primer or paint shall be applied until all rusted areas have been inspected.

**3. PRIMER & PAINT TYPES TO BE USED** (or equivalent equal upon approval from County Project Manager)

- **Interior Office Wall, Trim & Doors:** Sherwin-Williams ProMar 200 Zero VOC Interior Latex Primer & Paint
- **Exterior Wood/Steel/Vinyl/Aluminum:** Sherwin-Williams All Surface Enamel Latex Primer
- **Exterior Wood/Steel/Vinyl/Aluminum:** Sherwin-Williams A-100 Exterior Acrylic Latex Paint
- **Exterior Masonry:** Sherwin-Williams Loxon Primer & Paint
- **Structural Steel:** Sherwin-Williams Kem Kromik Alkyd-Metal Primer

**4. FINISHES TYPES TO BE USED – Unless otherwise specified**

- **Interior Office Wall, Trim & Doors:** Walls satin – trim & doors semi-gloss
- **Exterior Wood/Steel/Vinyl/Aluminum:** Satin
- **Exterior Masonry:** Satin
- **Structural Steel:** Satin

**5. STANDARD COLOR MATCHES – Unless otherwise specified** (County Project Manager to approve all colors prior to installation)

- **Interior/ Office Wall Paint:** Sherwin-Williams SW6105 “Divine White” – Satin finish
- **Trim & Door Frame Paint:** Colorwheel CL3257N – 4/L33 “Eclipse” – semi-gloss finish
- **Common Area Wall Paint:** Colorwheel “Old Washer” – Satin Finish

**6. WALK-THROUGH**

- If required, the Contractors shall attend a mandatory walk-through of the facility where work is proposed and is also required to carefully examine any supplied drawings and/or specifications and be thoroughly aware regarding any and all conditions that may in any manner affect the work to be performed under the contract. No additional allowances will be made for lack of knowledge of these conditions.

**7. TIME OF PROJECT PERFORMANCE/ TERM OF CONTRACT**

- Each project shall commence within ten (10) calendar days after issuance of a Notice to Proceed by the County, with work to be completed within the timeframe stated in the Notice to Proceed. The initial term of the On-Call contract itself shall be twelve (12) months, with the contract terms and conditions remaining in effect until completion of the expressed and/or implied warranty period. Prior to, or upon completion of, the initial term of this contract, the County shall have the option to renew this contract for four (4) additional one (1) year period(s). Continuation of the contract beyond the initial period, and any option subsequently exercised, is a County prerogative, and not a right of the Contractor. This prerogative will be exercised only when such continuation is clearly in the best interest of the County.

**8. PURCHASE ORDERS**

- Purchase orders shall be issued on a project-by-project basis to the vendor selected for each specific project. Projects will be quoted and awarded based on the low bid between the three Contractors and assigned to their respective purchase order number. Issuance of a purchase order is not a directive to begin work. A written notice to proceed is required for the Contractor to schedule or begin work.

## **9. METHOD OF PAYMENT**

- The Contractor shall submit invoices to the County's Designated Representative after each project has been completed. Submittal of the invoice shall not exceed thirty (30) calendar days from the delivery of the goods or services. Under no circumstances shall the invoices be submitted to the County in advance of the work being completed.
- All invoices shall contain the contract and/or purchase order number and the date(s) and location(s) of delivery or service. Failure to submit invoices in the prescribed manner will delay payment, and the Contractor may be considered in default of contract and its contract may be terminated. Payments shall be tendered in accordance with the Florida Prompt Payment Act, Part VII, Chapter 218, Florida Statutes.
- **Invoices shall be hand delivered or mailed to:**

**Facilities & Fleet Management Department  
32400 CR 473  
Leesburg, FL 34788**

## **10. LIQUIDATED DAMAGES**

- The County and the Contractor recognize that the County will suffer financial loss if the facilities are not completed in the time frame originally specified by the Notice to Proceed. The County will be entitled to assess Liquidated Damages on a non-punitive basis for each additional day past the specified time frame. All work shall be considered to be completed on the date the work is deemed complete to the satisfaction of the County. Should the Contractor fail to complete the work within the specified time frame, the County reserves the right to deduct \$50.00 per day from payments otherwise due to the vendor until the work is completed to the satisfaction of the County. It is hereby agreed and understood that the County reserves the authority to secure the services of a qualified third party to complete the work if the Contractor fails to complete any project. If the County exercises this authority, the County shall be responsible for reimbursing the third party for work which is completed and found acceptable to the County in accordance with the contract specifications. The County may, at its option, demand payment from the Contractor, through an invoice or credit memo, for any additional costs over and beyond the original contract price which were incurred by the County as a result of having to secure the services of a third party. Repeated service discrepancies by the Contractor shall entitle the County to terminate the Contract for default.

## **11. BUSINESS HOURS OF OPERATION**

- Hours of operation shall be specified based on individual project requirements. At no point shall the Contractor's work interfere with the day-to-day operations of Lake County.

## **12. CLEAN-UP**

- All unusable materials and debris shall be removed from the premises at the end of each workday, and disposed of in an appropriate manner. Upon final completion, the Contractor shall thoroughly clean up all areas where work has been involved as mutually agreed with the County's Designated Representative.

## **13. COMPLIANCE WITH FEDERAL STANDARDS**

- All items to be purchased under this contract shall be in accordance with all governmental standards, to include, but not be limited to, those issued by the Occupational Safety and Health Administration (OSHA), the National Institute of Occupational Safety Hazards (NIOSH), and the National Fire Protection Association (NFPA).

## **14. LABOR, EQUIPMENT, & MATERIALS SHALL BE SUPPLIED BY THE CONTRACTOR**

- Unless otherwise stated in this solicitation the Contractor shall furnish all labor, equipment, and materials necessary for satisfactory contract performance. When not specifically identified in the

technical specifications, such materials and equipment shall be of a suitable type and grade for the purpose. All material, workmanship, and equipment shall be subject to the inspection and approval of the County's Designated Representative.

## **15. SUPERVISION**

- The Contractor shall provide necessary supervision while working on County projects. The Contractor's supervisor(s) shall be literate and able to communicate fully in the English language, because of the necessity to read product labels, job instructions, and signs, as well as the need for conversing with management personnel. The Contractor's supervisor(s) shall also be capable of communicating fully with all employees in the event they do not speak English. The County's Designated Representative will be the sole judge of the communication level. The supervisor(s) shall have a cell phone in good working order provided at the Contractor's expense. This cell phone number shall be provided to the County's Designated Representative.

## **16. STAFF**

- The Contractor shall provide adequate personnel, trained in all facets of painting to properly and satisfactorily complete the County's painting projects and provide aesthetically pleasing and completely acceptable work.
- The Contractor shall demonstrate the ability to provide trustworthy, reliable employees and shall make a good faith effort to retain the same employees.
- The Contractor's employees shall be neat and clean in appearance and shall wear a uniform or other identification that clearly identifies them as employees of the Contractor.
- The Contractor's employees shall have picture identification at all times while on County property.

## **17. BACKGROUND CHECK**

- If requested by Lake County the Contractor, his employees, subcontractors, and representatives that will be on County property shall be required to submit to the Florida Department of Law Enforcement (1-850-410-8109) for a "Certified Background Check". The Contractor will be responsible for all costs associated with the "Certified Background Check". A copy of the "Certified Background Check" shall be supplied to the County's Designated Representative prior to any work starting.

## **18. QUANTITIES**

- No guarantee is expressed or implied as to quantities or dollar amounts that will be used during the contract period. In no event shall Lake County be liable for payments in excess of the amount due for quantities of goods or services actually ordered.

## **19. QUALITY ASSURANCE**

- At the completion of all projects the Contractor shall supply Lake County with a report from the paint manufacturer providing verification that all materials were installed and all preparation was completed per the manufacturer's specifications.

## **20. FINAL REPAIR AND CLEAN-UP**

- The Contractor shall repair any areas of the site damaged as a result of the work at his own expense. Remove surplus material, equipment, and debris from the site. Leave the site clean and neat. All work must be cleaned up prior to the next day of business. At no time shall the specified work interfere with the regular operating hours of Lake County. The Contractor must have ample cleaning supplies and a minimum of two (2) vacuum cleaners on-site for clean-up. At no time shall the Contractor use County cleaning supplies or equipment.

## 21. WARRANTY

- The contractor shall provide a **one (1) year** warranty to include all materials and labor. Defects shall be made good promptly, within the warranty period.