

AGREEMENT

26-0036-ITB

Painting Services for Building Exteriors, Infrastructure Systems, and Pressure Washing.

This Agreement (the "Agreement" or "Contract"), is entered into on the date last executed below ("Effective Date"), by and between Pinellas County, a subdivision of the State of Florida whose primary address is 315 Court Street, Clearwater, Florida 33756 ("COUNTY") and SESPECA, LLC whose primary address is 3785 NW 82 Ave., Suite 102, Doral, FL 33166 (hereinafter "CONTRACTOR") (jointly, the "Parties").

NOW THEREFORE, the Parties agree as follows:

A. Documents Comprising Agreement

1. This Agreement, including the documents listed below, constitutes the entire agreement and understanding of the Parties with respect to the transactions and services contemplated hereby and supersedes all prior agreements, arrangements, and understandings relating to the subject matter of the Agreement. The documents listed below are hereby incorporated into and made a part of this Agreement:
 - a. Pinellas County Standard Terms & Conditions, located on Pinellas County Purchasing's website, effective 4/10/2025, posted at <https://pinellas.gov/county-standard-terms-conditions/>
 - b. Solicitation Section 4, titled Special Conditions attached as Exhibit C.
 - c. Solicitation Section 5, titled Insurance Requirements attached as Exhibit D.
 - d. Solicitation Section 6, titled Scope of Work / Specifications attached as Exhibit E.
 - e. Solicitation Section 9, titled Pricing Proposal attached as Exhibit F.
2. In the case of a conflict, the terms of this document govern, followed by the terms of the documents listed above, which control in the order listed.

B. Term

1. The initial term of this Agreement is for 36 months from the Effective Date ("Contract Term"). At the end of the initial term of this contract, this Agreement may be extended for Two (2), additional twelve (12) month terms, or such other renewal terms agreed to by the Parties.

C. Expenditures Cap

1. Payment and pricing terms for the initial and renewal terms are subject to the Pricing Proposals in Exhibit F. County expenditures under the Agreement will not exceed \$2,389,975.00 for the Contract Term without a written amendment to this Agreement.

D. Entire Agreement



1. This Agreement constitutes the entire agreement between the Parties.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their undersigned officials, who are duly authorized to bind the Parties to the Agreement.

For Contractor: SESPECA LLC

Signature:



Print Name and Title:

RICARDO SPESSATO / OWNER

Date: 06/01/2026

For County:

Signature:

Print Name and Title:

Date:



EXHIBIT C – SPECIAL CONDITIONS

4.1. INTENT

It is the intent of Pinellas County to establish an Agreement for Painting Services for Building Exteriors, Infrastructure Systems, and Pressure Washing. to be ordered, as and when required.

4.2. NON-NEGOTIABLE TERMS

While the County prefers that no exceptions to its contract terms be taken, the solicitation does authorize respondent to take exception to terms as part of its submittal. The County has deemed the following contract terms in the County's Standard Terms & Conditions <https://pinellas.gov/county-standard-terms-conditions/> to be non-negotiable:

Section 3: Compliance with Applicable Laws (all terms)

Section 7: Indemnification & Liability (all terms)

Section 8: Insurance & Conditions Precedent

Section 10(G): Governing Law & Venue

Section 12(A): Fiscal Non-Funding

Section 13: Confidential Records, Public Records, & Audit (all terms)

Section 19: Digital Content (all terms) *(if the Agreement includes software, online, or digital content services)*

Any terms required by law

4.3. PRICING/PERIOD OF CONTRACT

Duration of the Agreement will be for a period of 36 months with unit prices adjustable at 12 months after the date of award and thereafter annually for the life of the contract, in an amount not to exceed the average of the Consumer Price Index (CPI) or 5%, whichever is less, for all Urban Consumers, Series Id: CUUR0000SA0, Not Seasonally Adjusted, Area: U.S. city average, Item: All items, Base Period: 1982-84=100 for the twelve months prior.

It is the Contractor's responsibility to request any pricing adjustment under this provision. For any adjustment to commence annually, the Contractor's request for adjustment will be submitted between 90-120 days prior to Agreement anniversary date, utilizing the available index at the time of request. The Contractor adjustment request will not be in excess of the relevant pricing index change. If no adjustment request is received from the Contractor, the County will assume the Contractor has agreed to continue without a pricing adjustment. Any adjustment request received outside of the 90-120 day period above will not be considered.

4.4. TERM EXTENSION(S) OF CONTRACT

The Agreement may be extended subject to written notice of agreement from the County and successful respondent, for 1 additional 24-month period(s) beyond the primary contract period. Term extensions will allow for price adjustments every 12 months, (Decrease/Increase), in an

amount not to exceed the average of the Consumer Price Index (CPI) or 5%, whichever is less, for all Urban Consumers, Series Id: CUUR0000SA0, Not Seasonally Adjusted, Area: U.S. city average, Item: All items, Base Period: 1982-84=100 for the twelve months prior to extension. The extension shall be exercised only if all terms and conditions remain the same and the County Administrator or Director of Purchasing grants approval.

It is the vendor's responsibility to request any pricing adjustment under this provision. For any adjustment to commence on the first day of any exercised extension period, the vendor's request for adjustment should be submitted at time of the extension request from the County, utilizing the available index at the time of request. The vendor adjustment request should not be in excess of the relevant pricing index change. If no adjustment request is received from the vendor, the County will assume the vendor has agreed that the extension term may be exercised without pricing adjustment. Any adjustment request received after the commencement of a new extension period may not be considered. County has the right to request pricing decreases at any time.

4.5. PRE-COMMENCEMENT MEETING

Upon award of the Agreement, the County will coordinate a pre-commencement meeting with the successful Contractor. The meeting will require Contractor and the County Representative to review specific Agreement details and deliverable documents at this meeting to ensure the scope of work and work areas are understood.

4.6. ORDERS

Within the term of this Agreement, County may place one or more orders for goods and/or services at the prices listed on the Pricing Proposal section of this solicitation, which is incorporated by reference hereto.

4.7. ASBESTOS MATERIALS

The Contractor must perform all Work in compliance with Federal, State and local laws, statutes, rules, regulations and ordinances, including but not limited to the Department of Environmental Protection (DEP)'s asbestos requirements, 40 CFR Part 61, Subpart M, and OSHA Section 29 CFR 1926.58. Additionally, the Contractor must be properly licensed and/or certified for asbestos removal as required under Federal, State and local laws, statutes, rules, regulations and ordinances. The County is responsible for filing all DEP notifications and furnish a copy of the DEP notification and approval for demolition to the successful Contractor. The County will furnish a copy of the asbestos survey to the successful Contractor. The Contractor must keep this copy on site at all times during the actual demolition.

4.8. SERVICES

The terms below are applicable if the Solicitation includes the provision of SERVICES:

- A. **ADD/DELETE LOCATIONS SERVICES** - The County reserves the right to unilaterally add or delete locations/services, either collectively or individually, at the County's sole option, at any time after award has been made as may be deemed necessary or in the best interests of the County.

In such case, the Contractor(s) will be required to provide services to this agreement in accordance with the terms, conditions, and specifications.

4.9. GOODS & PRODUCTS

The terms below are applicable if the Solicitation includes the purchase of GOODS or PRODUCTS:

- A. **DELIVERY/CLAIMS** - Prices quoted will be FOB Destination, freight included and unloaded to location(s) within Pinellas County. Actual delivery address(s) will be identified at time of order. Successful Contractor(s) will be responsible for making any and all claims against carriers for missing or damaged items.

4.10. QUANTITIES

Any quantities stated are an estimate only and no guarantee is given or implied as to quantities that will be used during the Agreement period. Estimated quantities are based upon previous use and/or anticipated needs.

4.11. PERFORMANCE SECURITY

Not Applicable

EXHIBIT D - INSURANCE REQUIREMENTS

5.1. INSURANCE (General)

The Vendor must provide a certificate of insurance and endorsement in accordance with the insurance requirements listed below, prior to recommendation for award. The Vendor shall obtain and maintain, and require any subcontractor to obtain and maintain, at all times during its performance of the Agreement in Phase 1 insurance of the types and in the amounts set forth. For projects with a Completed Operations exposure, Vendor shall maintain coverage and provide evidence of insurance for 2 years beyond final acceptance. All insurance policies shall be from responsible companies duly authorized to do business in the State of Florida and have an AM Best rating of VIII or better.

5.2. INSURANCE (Requirements)

- A. Submittals should include, the Vendor's current Certificate(s) of Insurance. If Vendor does not currently meet insurance requirements, Vendor shall also include verification from their broker or agent that any required insurance not provided at that time of submittal will be in place prior to the award of contract. Upon selection of Vendor for award, the selected Vendor shall email certificate that is compliant with the insurance requirements. If the certificate received is compliant, no further action may be necessary. The Certificate(s) of Insurance shall be signed by authorized representatives of the insurance companies shown on the Certificate(s).
- B. **The Certificate holder section shall indicate Pinellas County, a Political Subdivision of the State of Florida, 400 S Fort Harrison Ave, Clearwater, FL 33756. Pinellas County, a Political Subdivision shall be named as an Additional Insured for General Liability. A Waiver of Subrogation for Workers Compensation shall be provided if Workers Compensation coverage is a requirement.**
- C. Approval by the County of any Certificate(s) of Insurance does not constitute verification by the County that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate(s) of Insurance is in compliance with the requirements of the Agreement. County reserves the right to require a certified copy of the entire insurance policy, including endorsement(s), at any time during the Bid and/or contract period.
- D. If any insurance provided pursuant to the Agreement expires or cancels prior to the completion of the Work, you will be notified by CTrax, the authorized vendor of Pinellas County. Upon notification, renewal Certificate(s) of Insurance and endorsement(s) shall be furnished to Pinellas County Risk Management at InsuranceCerts@pinellascounty.org and to CTrax c/o JDi Data at PinellasSupport@ididata.com by the Vendor or their agent prior to the expiration date.
 1. Vendor shall also notify County within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, nonrenewal or adverse material change in coverage received by said Vendor from its insurer Notice shall be given by email to Pinellas County Risk Management at InsuranceCerts@pinellascounty.org. Nothing contained herein shall absolve Vendor of this requirement to provide notice.
 2. Should the Vendor, at any time, not maintain the insurance coverages required herein, the County may terminate the Agreement,.

- E. If subcontracting is allowed under this Bid, the Primary Vendor shall obtain and maintain, at all times during its performance of the Agreement, insurance of the types and in the amounts set forth; and require any subcontractors to obtain and maintain, at all times during its performance of the Agreement, insurance limits as it may apply to the portion of the Work performed by the subcontractor; but in no event will the insurance limits be less than \$500,000 for Workers' Compensation/Employers' Liability, and \$1,000,000 for General Liability and Auto Liability if required below.
1. All subcontracts between the Vendor and its Subcontractors shall be in writing and are subject to the County's prior written approval. Further, all subcontracts shall
 - a. Require each Subcontractor to be bound to the Vendor to the same extent the Vendor is bound to the County by the terms of the Contract Documents, as those terms may apply to the portion of the Work to be performed by the Subcontractor;
 - b. Provide for the assignment of the subcontracts from the Vendor to the County at the election of Owner upon termination of the Contract;
 - c. Provide that County will be an additional indemnified party of the subcontract;
 - d. Provide that the County will be an additional insured on all insurance policies required to be provided by the Subcontractor except workers compensation and professional liability;
 - e. Provide a waiver of subrogation in favor of the County and other insurance terms and/or conditions
 - f. Assign all warranties directly to the County; and
 - g. Identify the County as an intended third-party beneficiary of the subcontract. The Vendor shall make available to each proposed Subcontractor, prior to the execution of the subcontract, copies of the Contract Documents to which the Subcontractor will be bound by this Section C and identify to the Subcontractor any terms and conditions of the proposed subcontract which may be at variance with the Contract Documents.
- F. Each insurance policy and/or certificate shall include the following terms and/or conditions:
1. The Named Insured on the Certificate of Insurance and insurance policy must match the entity's name that responded to the solicitation and/or is signing the agreement with the County.
 2. Companies issuing the insurance policy, or policies, shall have no recourse against County for payment of premiums or assessments for any deductibles which all are at the sole responsibility and risk of Vendor.
 3. The term "County" or "Pinellas County" shall include all Authorities, Boards, Bureaus, Commissions, Divisions, Departments and Constitutional offices of County and individual

members, employees thereof in their official capacities, and/or while acting on behalf of Pinellas County.

4. All policies shall be written on a primary, non-contributory basis.

The minimum insurance requirements and limits for this Agreement, which shall remain in effect throughout its duration and for two (2) years beyond final acceptance for projects with a Completed Operations exposure, are as follows:

5.3. WORKERS' COMPENSATION INSURANCE

Worker's Compensation Insurance is required if required pursuant to Florida law. If, pursuant to Florida law, Worker's Compensation Insurance is required, employer's liability, also known as Worker's Compensation Part B, is also required in the amounts set forth herein.

A. Limits

1. Employers' Liability Limits Florida Statutory

- a. Per Employee \$ 500,000
- b. Per Employee Disease \$ 500,000
- c. Policy Limit Disease \$ 500,000

If Vendor is not required by Florida law, to carry Workers Compensation Insurance in order to perform the requirements of this Agreement, County Waiver Form for workers compensation must be executed, submitted, and accepted by Risk Management. The County Waiver Form is found at <https://pinellas.gov/services/submit-a-workers-compensation-waiver-request/>. Failure to obtain required Worker's Compensation Insurance without submitting and receiving a waiver from Risk Management constitutes a material breach of this Agreement.

5.4. COMMERCIAL GENERAL LIABILITY INSURANCE

Includes, but not limited to, Independent Vendor, Contractual Liability Premises/Operations, Products/Completed Operations, and Personal Injury.

A. Limits

1. Combined Single Limit Per Occurrence \$ 1,000,000
2. Products/Completed Operations Aggregate \$ 2,000,000
3. Personal Injury and Advertising Injury \$ 1,000,000
4. General Aggregate \$ 2,000,000

5.5. BUSINESS AUTOMOBILE OR TRUCKER'S/GARAGE LIABILITY INSURANCE

To cover owned, hired, and non- owned vehicles. If the Vendor does not own any vehicles, then evidence of Hired and Non-owned coverage is sufficient. Coverage shall be on an "occurrence" basis, such insurance to include coverage for loading and unloading hazards, unless Vendor can show that this coverage exists under the Commercial General Liability policy.

A. Limit

1. Combined Single Limit Per Accident \$1,000,000

5.6. EXCESS OR UMBRELLA LIABILITY INSURANCE

Excess of the primary coverage required, in paragraphs above.

A. Limits

1. Each Occurrence \$ 1,000,000
2. General Aggregate \$ 1,000,000

5.7. POLLUTION LEGAL/ENVIRONMENTAL LEGAL LIABILITY INSURANCE

For pollution losses arising from all services performed to comply with this contract. Coverage shall apply to sudden and gradual pollution conditions including the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any watercourse or body of water, which results in Bodily Injury or Property Damage. If policy is written on a Claims Made form, a retroactive date is required, and coverage must be maintained for 3 years after completion of contract or "tail coverage must be purchased. Coverage should include and be for the at least the minimum limits listed below:

- A. Bodily injury, sickness, disease, mental anguish or shock sustained by any person, including death; property damage including physical injury to or destruction of tangible property including the resulting loss of use thereof, cleanup costs, and the loss of use of tangible property that has not been physically injured or destroyed;
- B. Defense including costs, charges and expenses incurred in the investigation, adjustment or defense of claims for such compensation damages.
- C. Cost of Cleanup/Remediation.
- D. Limits
 1. Per Claim or Occurrence \$ 1,000,000
 2. General Aggregate \$ 1,000,000
- E. For acceptance of Pollution Legal/Environmental Legal Liability coverage included within another policy coverage required herein, a statement notifying the certificate holder must be included on the certificate of insurance and the total amount of said coverage per occurrence must be greater than or equal to the amount of Pollution Legal/Environmental Legal Liability and other coverage combined.

5.8. PROPERTY INSURANCE

Vendor will be responsible for all damage to its own property, equipment and/or materials.

EXHIBIT E – SCOPE OF WORK/SPECIFICATIONS

6.1. REQUIREMENTS

- a. Contractor must have successfully completed a minimum of five (5) commercial painting projects with a contract amount over \$10,000.00 within the past three (3) years. **A list of projects proving compliance with this requirement must be provided prior to award.**
- b. Contractor must have proven satisfactory experience in commercial painting and provide evidence of satisfactory services (i.e., references, public comments, re-award, etc.). **A combination of at least four (4) references, public comments, or re-awards must be presented prior to award.**
- c. Contractor is to conform to all workplace safety regulations for storage, mixing, application, and disposal of all paint related materials through adherence to the requirements of those authorities having jurisdiction.
- d. Contractor is to conform to all Industrial Health and Safety regulations and precautions in accordance with the latest requirements edition by OSHA, DEP and/or other authorities having jurisdiction.
- e. Contractor will not perform painting work unless environmental conditions are within manufacturer's requirements or adequate weather protection is provided.
- f. Prior to commencement of work, Contractor is to thoroughly examine all conditions and surfaces to be painted and report, in writing, to the County any conditions or surfaces that will adversely affect work in the area.
- g. Contractor is to conform to all manufacturer's coatings system application requirements pertaining to wet and dry mil thickness, spread rates, dry times, recoat windows, and related systems procedures.
- h. All personnel must be attired in a company uniform and carry identification cards or name tags. Personnel not in compliance may be dismissed from the job site with no compensation to the Contractor
- i. Contractor shall be responsible for notifying the County, in writing, of any conditions detrimental to the proper and timely completion of the work. Contractor shall not proceed with any work until unsatisfactory conditions have been corrected in a manner acceptable to Contractor.
- j. Prior to starting work, the Contractor must provide the requesting department a written quote, at no charge, including estimated labor hours and exact quantity and type of materials to be used on the project, as well as a start date and completion time frame. This quote must be approved by the requesting department and a purchase order (PO) issued prior to initiation of work. All quotes shall be provided within five (5) days from the date of request.

Modifications cannot be made to any work for which a purchase order was issued unless a written request for modifications is submitted to the requesting department and approved via change order (revision) to an existing PO or receipt of a new PO.

6.2. SECURITY REQUIREMENTS / BACKGROUND CHECKS / ACCESS BADGES

All Contractor employees who will access County facilities under this contract are required to complete the **Pinellas County Security Clearance Process** prior to beginning work.

The Contractor shall **initiate the background check process no later than fifteen (15) calendar days prior to the start of the contract** to ensure all required clearances are complete by the commencement date.

The Contractor shall be responsible for **all costs** associated with background checks and badging.

A **valid driver license** and **Social Security card** are required to complete the process. Orientation for the Security Clearance workflow will be provided to the awarded Contractor by the County.

Step One – The Contractor shall obtain a Level One Criminal History Records Check through the Florida Department of Law Enforcement (FDLE) for each assigned employee.

Step Two – The Contractor shall submit the FDLE Records Check along with a copy of the driver license, Social Security card and completed Sheriff's Office Security Clearance Application, for each employee, to the Facility Operations support team. The Pinellas County Sheriff's Office shall have and exercise full and complete control over granting, denying, withholding, withdrawing, or terminating security clearances for contractor employees. If a submitted employee is denied for any reason, there is no opportunity to re-apply.

Additional Requirements for areas with confidential law enforcement documents and data: The Contractor shall submit for fingerprinting all personnel working in any area deemed confidential. The Contractor will schedule through the Facility Operations Support team a time for the employees to be fingerprinted by the Sheriff's Office. All personnel that have successfully completed fingerprinting are required to complete online Security and Awareness training.

Additional Requirements for Young-Rainey STAR Center facilities. The Contractor will submit to the Raytheon representative the following:

- Original birth certificate
- Original passport (proof that subject is a naturalized citizen of the United States of America)

No copies will be accepted. The Contractor will schedule through the Facility Manager at the STAR Center a time for his employees to present their documents to the Raytheon representative.

The Contractor is responsible to pay for this added clearance requirement. The Raytheon representative shall have and exercise full and complete control over granting, denying, withholding, withdrawing, or terminating security clearances for contractor employees for the Raytheon locations only.

Step Three - The Facility Operations Support team will communicate the results of the Sheriff's Office review to the Contractor.

a) A list of all assigned personnel, showing the employee's full name, address, telephone number, date and place of birth, and driver license or State ID number and their assigned work location shall be submitted to the Facility Operations support team. This list is to be kept current by the Contractor and promptly submitted to the Facility Operations Support team at the beginning of each month. This referenced document is called the Employee Assignment Sheet (EAS). The EAS template will be provided to awardee.

b) The Contractor shall provide an updated FDLE Level One Criminal History Records Check for all personnel on an annual basis. The annual updates are to be sent to the Facility Operations support team for review by the Sheriff's Office. Background check updates shall remain on file at the Contractor's location for three (3) years from the date of the last invoice.

c) All Contractor employees are required to wear identification (ID) badges, to be furnished by Pinellas County for the various facility sections. The Contractor shall make the employees available for photographs on a schedule to be worked out with the Facility Manager. Access to sites not managed by the Facilities and Real Property Division needs to be coordinated with the County site representative for the specific department. The badges shall be made by the County before an individual may begin work and only after a favorable security clearance has been received. Contractor employees shall sign each badge at the time of receipt.

d) The Contractor will notify the respective Facility Manager when an employee badge is lost. It shall be the responsibility of the contractor to pay for replacement badges at the rate of \$10.00 per badge. No employee shall be allowed to work without a current badge. Any contract employee who does not have proper identification shall be cause for the County to require removal of that employee from the property. The Contractor shall see that all badges are returned to the Facility Manager when employees are dismissed or terminated

6.3. QUARTERLY MEETING



The Contractor shall meet with the County on a quarterly basis to discuss and remedy any field questions and/or associated problems.

6.4. PROJECT INITIATION

The Contractor shall begin work, or provide written confirmation of a scheduled start date, within seventy-two (72) hours of receipt of a County-issued Purchase Order (PO). Written confirmation shall be transmitted by email or other County-approved method. Failure to commence or schedule services within the required timeframe may be considered non-compliance and subject to remedies available under this Contract, including but not limited to withholding of payment, issuance of a Cure Notice, or termination for cause.

6.5. QUOTE RESPONSE

The Contractor shall provide a written response to all County requests for quotes, estimates, or pricing within seventy-two (72) hours of receipt of such request, unless otherwise approved in writing by the County. Responses shall include sufficient detail to allow for timely evaluation and processing. Failure to provide the required response within the specified timeframe may be considered non-compliance and subject to remedies available under this Contract.

6.6. SCOPE OF WORK

The Contractor is to provide commercial exterior and infrastructure painting services on an as needed basis, furnishing all labor, tools, equipment, transportation, and materials at multiple facilities within the County. Most of the work will require the application of two (2) coats of paint; however, the County may have exterior painting that requires a variety of painting services, including historic structures. Confirmation of the exact buildings, equipment, size and/or the type of painting services by location cannot be provided.

A. LABOR AND MATERIALS REQUIREMENTS

1. The awarded contractor will supervise and direct work using their best skill and attention and is solely responsible for all work assigned to them by the County.
2. Equipment rentals are to be billed to the County as a "pass through" expense with no Contractor markup. A copy of the rental receipt must be provided to the County as backup to the invoice upon completion of the purchase order.
3. Contractor provides and pays for all labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation and any other facilities and services necessary for the proper execution and completion of the project, whether temporary or permanent, and whether incorporated or to be incorporated in the project.
4. Materials purchased by the Contractor that are not considered tools (i.e., consumables such as paint, and caulk, etc.) will be reimbursed at cost.
5. Contractor is required to obtain a contractor's discount to be applied to reimbursable consumables such as paint and caulk purchases, and such discount shall be included on the invoice.

6. This is an allowance for consumables, paint, and equipment rentals to be reimbursed based on the cost to the Contractor.
7. Provide the original material invoices in support of the invoice presented for reimbursement.
8. Reimbursable consumables such as paint and caulk, etc., for each purchase order must be delivered to the site with the receipts/material invoices and verified by a county site representative to sign off on the receipts/material invoices.
9. Cost for items considered tools (i.e., brushes, tape, rollers, drop cloths, etc.) will NOT be reimbursed by the County.
10. Contractor will use all new materials and equipment furnished under this contract unless otherwise specified, and all work will be of good quality, free from faults and defects and in conformance with the project specifications. All work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. Contractor shall furnish, at the pre-commencement meeting, satisfactory evidence as to the kind and quality of materials and equipment will be utilized.
11. At all times the contractor must keep the worksite free of accumulation of waste materials or rubbish caused by the work in progress. Upon completion of the work, Contractor shall remove all material/rubbish from the County's property, as well as all tools, equipment, machinery, and surplus materials.

B. PAINT REQUIREMENTS

1. All materials (primers, paints, coatings, varnishes, stains, lacquers, fillers, thinners, solvents, etc.) must be products that are listed in the latest edition of the MPI (Master Painters Institute) Approved Product List and must be from a single manufacturer for each system used.
2. Other paint materials such as linseed oil, shellac, turpentine, etc. must 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 must be lead free and mercury free.
4. Where required, paint products are to meet "MPI Environmentally Friendly" ratings based on VOC (EPA Method 24) content levels.
5. All paint materials must have good flowing and brushing properties and shall dry or cure free of blemishes, sags, air entrapment, etc.
6. Where required, paints and coatings must meet flame spread and smoke developed ratings designated by local Code requirements.

C. PAINT PREPARATION

1. Contractor must remove hardware and hardware accessories, plates, machined surfaces, lighting fixtures, and similar items already installed that are not to be painted. If removal is impractical or impossible because of size or weight of the item, provide surface-applied protection before surface preparation and painting. After completing painting operations in each space or area, reinstall items removed using workers skilled in the trades involved.

D. MATERIAL PREPARATION AND TINTING

1. Contractor must mix and prepare paint materials according to manufacturer's written instructions.
2. Material List: An inclusive list of required coating materials. Indicate each material and cross-reference specific coating, finish system, and application. Identify each material by manufacturer's catalog number and general classification.
3. Manufacturer's Information: Manufacturer's technical information, including label analysis and instructions for handling, storing, and applying each coating material.
4. Use only thinners approved by paint manufacturer and only within recommended limits.
5. Tint each undercoat a lighter shade to simplify identification of each coat when multiple coats of same material are applied. Tint undercoats to match the color of the finish coat but provide sufficient differences in shade of undercoats to distinguish each separate coat.

E. SAMPLES

1. Samples shall be provided to, and approved by, the County project manager for each project prior to commencement of the work, according to the process listed below.
 - a. Product Data: For each paint system indicated (to include block fillers and primers)
 - b. Material List: An inclusive list of required coating materials. Indicate each material and cross-reference specific coating, finish system, and application. Identify each material by manufacturer's catalog number and general classification.
 - c. Manufacturer's Information: Manufacturer's technical information, including label analysis and instructions for handling, storing, and applying each coating material.
 - d. Samples for Initial Selection: For each type of finish-coat material indicated. After color selection, County project representative will furnish color chips for surfaces to be coated.



- e. Samples for Verification: For each color and material to be applied, with texture to simulate actual conditions on representative samples of the actual substrate.
- f. Provide stepped samples defining each separate coat, including block fillers and primers.
- g. Use representative colors when preparing samples for review. Resubmit until required sheen, color, and texture are achieved.
- h. Provide a list of materials and applications for each coat of each sample. Label each sample for location and application.
- i. Submit invoice list of all paint materials ordered for project work to the County's project representative indicating manufacturer, types and quantities for verification and compliance with specification and design requirements if requested.

F. SURFACE AND SITE PREPARATION

1. All shrubbery, outside carpeting, sprinkler systems, etc. shall be fully protected against damage during each stage of the painting project. The contractor shall ensure that vehicles are parked at a sufficient distance from the work area so they will not be hit with coating spatter, drips, or overspray. Where air movement may result in overspray drift, the Contractor shall use targets to ensure protection of surrounding surfaces, including but not limited to, County owned property, employee-owned vehicles, structures, and vehicles on property surrounding or in close proximity to the project site. Targets shall be closely monitored by Contractor Project Supervisor to ensure work ceases when evidence of overspray drift is observed on targets.
2. Before applying paint or other surface treatments, Contractor will clean substrates of substances that could impair bond of the various coatings. Remove oil and grease before cleaning. Schedule cleaning and painting so dust and other contaminants from the cleaning process will not fall on wet, newly painted surfaces. Clean and prepare surfaces to be painted according to manufacturer's written instructions for each particular substrate condition and as specified. Provide barrier coats over incompatible primers or remove and re-prime. Previous coatings that are loose or peeling, or that have a questionable bond to the substrate must be removed down to a solid surface. Where elastomeric coatings were previously used, tests should be made with a scraper to ensure proper adhesion. If proper surface preparation underneath the elastomeric coating was not properly done, the elastomeric should be peeled off with at least 3000 psi and with hand methods as necessary.
3. Cementations Materials: Prepare concrete, concrete unit masonry, cement plaster, and mineral-fiber- reinforced cement panel surfaces to be painted. Remove efflorescence, chalk, dust, dirt, grease, oils, and release agents. Roughen as required to remove glaze. If hardeners or sealers have been used to improve curing, use mechanical methods of surface preparation. Use abrasive blast-cleaning methods if recommended by paint

manufacturer. Determine alkalinity and moisture content of surfaces by performing appropriate tests. If surfaces are sufficiently alkaline to cause the finish paint to blister and burn, correct this condition before application. Do not paint surfaces if moisture content exceeds that permitted in manufacturer's written instructions.

4. Ferrous Metals: Clean un-galvanized ferrous-metal surfaces that have not been shop coated; remove oil, grease, dirt, loose mill scale, and other foreign substances. Use solvent or mechanical cleaning methods that comply with the Society of Protective Coatings (SSPC) recommendations. Blast steel surfaces clean as recommended by paint system manufacturer and according to SSPC-SP 6/NACE No. 3 Treat bare and sandblasted or pickled clean metal with a metal treatment wash coat before priming. Touch up bare areas and shop-applied prime coats that have been damaged. Wire-brush, clean with solvents recommended by paint manufacturer, and touch up with same primer as the shop coat.
5. Galvanized Surfaces: Clean galvanized surfaces with nonpetroleum-based solvents so surface is free of oil and surface contaminants. Remove pretreatment from galvanized sheet metal fabricated from coil stock by mechanical methods. Existing surfaces shall be tested to determine the existing thickness with a recommendation for the thickness coverage of the new coating system.

G. CAULKING REMOVAL

1. All construction joints, expansion joints, inside angles or changes of direction, junctions of dissimilar materials (such as wood to stucco, metal to stucco, etc.), through wall penetrations (such as pipes, conduit, anchor bolts, etc.), window, all 90 degree angles on the top-side of all window sills, junction of the metal cap where one piece overlaps another, door, and slab joints shall be carefully inspected for caulking deterioration, loss of adhesion, cracking, etc.
2. Failing caulk shall be removed thoroughly and the area cleaned with VM & P Naphtha or another appropriate solvent. (Do not use mineral spirits or turpentine.) Once caulk is removed and the void cleaned to a sound substrate, apply primer/sealer prior to installation of sealant.
3. Areas listed above that currently have no existing sealant are to be cleaned to a sound substrate and caulked with an alkyd based one component polyurethane sealant.
4. All areas being caulked are to be prepared as directed on the sealant product data sheets. Install Backer-Rod or Bond-Breaker Tape per instructions on sealant manufacturer's data sheets.
5. Contractor is to make every effort possible to reduce the "open time" of prepared joints to receive sealant. Extended periods of prepared but unsealed joints will increase the chances of severe water intrusion.

H. CRACK REPAIR

1. All static cracks (not to exceed $1/32"$ x $1/32"$) shall be cleaned out and opened to a "V" configuration.
2. Fill all prepared static cracks with Scott Plastiflex™ #5100, #5200, or #5300 Patch or Caulking (or approved equivalent) material to match the existing texture as closely as possible.
3. All dynamic cracks (cracks larger than $1/32"$ x $1/32"$) shall be cut with an electric saw to a minimum of $1/4"$ x $1/4"$.
4. All dynamic cracks shall be packed with the appropriate size backer rod or bond breaker tape.
5. All dynamic cracks shall be caulked with Scott #5500 Plastiflex™ Elastomeric Acrylic Urethane Caulk and/or an alkyd based single component urethane caulk and properly tooled to blend.
6. In some areas, seepage from walls is evident. In order to prevent coatings from disbanding, seepage must be cleaned. Once surface seepage is cleaned, rout these areas and use a hydraulic cement mixture to blend with surrounding surfaces. Allow product to cure prior to applying paint products.
7. Areas of loose or hollow sounding stucco shall be chipped out and replaced with new stucco and a bonding agent or with Plastiflex™ Elastomeric Patching Compound #5100, #5200, or #5300 (or approved equivalent). Care should be taken to match the original texture of the stucco as closely as possible.

I. EXTERIOR EXPOSED WOOD

1. Painted wood surfaces shall be carefully inspected for evidence of deterioration or surface imperfections. Any imperfections shall be repaired (i.e., sandpaper any hard, glossy surface to ensure proper adhesion; fill nail holes, imperfections, and cracks with putty; edges, corners and raised grain shall be eased by sanding). County must be notified of any wood replacement needed.
2. All rusted nail heads, screws and/or bolts, shall be treated with a phosphoric acid-based solution (Ospho), counter-sunk and puttied with an oil-based putty or spot-primed to prevent further bleeding.

J. SITE REQUIREMENTS

1. Unless pre-approved by the County project representative, the Contractor shall not perform repainting work when ambient air and substrate temperatures and humidity level exceed manufacturer's stated limits. The Contractor shall test suspect surfaces (concrete, masonry, plaster and wood surfaces) for moisture and alkalinity as required. Conduct all moisture tests using a properly calibrated electronic moisture meter, except

test concrete floors for moisture using a simple "cover patch test". The maximum moisture shall not exceed:

- 15% for wood
 - 12% for plaster and gypsum board
2. The Contractor shall not perform painting or repainting work unless adequate lighting has been provided. The Contractor shall 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.
 3. Normal safety signs, necessary lighting and temporary fencing around work areas shall be installed and maintained in accordance with OSHA requirements while the work is in progress. Painting materials must be secured in accordance with OSHA regulations when not in use.

K. DELIVERY OF MATERIALS

1. The Contractor will confine his apparatus, materials storage and operations of his workers to limits indicated by the County project representative. All materials used on the job must be stored in a single place designated by the County project representative. Such storage shall be kept clean, and Contractor shall be liable for damage to surrounding areas.
2. All paint product materials used pursuant to these specifications shall be delivered to the jobsite in original, sealed factory containers and shall bear proper factory labeling including batch number and color number.
3. All containers shall have manufacturer's instructions as part of the labeling requirement.
4. All deliveries shall be the sole responsibility of the Contractor to coordinate. Contractor must notify the County project representative in advance of incoming deliveries.
5. Flammable material and/or fire hazard waste shall be stored per manufacturer's label, handled and used in an approved manner and shall be removed from the site daily.
6. The Contractor will provide the County a copy of Safety Data Sheet (SDS) for each product to be used on each job. The Contractor shall maintain a copy of the MSDS at the work site.

L. APPLICATION

1. Apply paint according to manufacturer's written instructions. Use applicators and techniques best suited for substrate and type of material being applied. Do not paint unless substrates are acceptable and/or until all environmental conditions (heating, ventilation, lighting and completion of other sub-trade work) are acceptable for applications of products. Painting coats specified are intended to cover surfaces satisfactorily when applied at proper consistency and in accordance with

manufacturer's recommendations. Apply a minimum of coats defined by the project scope of work using the paint listed in the scope of work paint schedule to achieve satisfactory results. Paint colors, surface treatments, and finishes are indicated in the paint schedules

2. Do not paint over dirt, rust, scale, grease, moisture, scuffed surfaces, or conditions detrimental to formation of a durable paint film.
3. Provide finish coats that are compatible with primers used.
4. The term "exposed surfaces" includes areas visible when permanent or built-in fixtures, grilles, convector covers, covers for finned-tube radiation, and similar components are in place. Extend coatings in these areas, as required, to maintain system integrity and provide desired protection.
5. Paint surfaces behind movable equipment and furniture the same as similar exposed surfaces. Before final installation of equipment, paint surfaces behind permanently fixed equipment or furniture with prime coat only.
6. Paint interior surfaces of ducts with flat, non-specular black paint where visible through registers or grilles.
7. Paint back sides of access panels and removable or hinged covers to match exposed surfaces.
8. Finish exterior doors on top, bottom, and side edges the same as exterior faces.
9. Finish interior of wall and base cabinets and similar field-finished casework to match exterior.
10. Sand lightly between each succeeding enamel/varnish coat.
11. Materials shall be applied evenly and free of runs, sags, pinholes, or lap marks.

M. APPLICATION PROCEDURES

1. Apply paints and coatings by brush, roller, spray, or other applicators according to manufacturer's written instructions.
2. Brushes: Use brushes best suited for type of material applied. Use brush of appropriate size for surface or item being painted.
3. Rollers: Use rollers of carpet, velvet-back, or high-pile sheep wool as recommended by the manufacturer for material and texture required.
4. Spray Equipment: Use airless spray equipment with orifice size as recommended by the manufacturer for material and texture required.
5. Minimum Coating Thickness: Apply paint materials no thinner than manufacturer's recommended spreading rate to achieve dry film thickness indicated. Provide total dry film thickness of the entire system as recommended by manufacturer. It will be the painting contractor's responsibility to own and use a wet film thickness gage to check his application thickness as work proceeds.



6. Mechanical and Electrical Work: Painting of mechanical and electrical work is limited to items exposed in equipment rooms and occupied spaces. Mechanical items to be painted include, but are not limited to, the following:
 - Uninsulated metal piping
 - Uninsulated plastic piping
 - Tanks that do not have factory-applied final finishes
 - Visible portions of internal surfaces of metal ducts, without liner, behind air inlets and outlets
 - Duct, equipment, and pipe insulation having “all-service jacket” or other paintable jacket material
7. Mechanical equipment that is indicated to have a factory-primed finish for field painting. Electrical items to be painted include, but are not limited to:
 - Switchgear
 - Panel boards
 - Electrical equipment that is indicated to have a factory-primed finish for field painting
8. Block Fillers: Apply block fillers to concrete masonry block at a rate to ensure complete coverage with pores filled.
9. Prime Coats: Before applying finish coats, apply a prime coat, as recommended by manufacturer, to material that is required to be painted or finished and that has not been prime coated by others. Recoat primed and sealed surfaces where evidence of suction spots or unsealed areas in first coat appears, to ensure a finish coat with no burn-through or other defects due to insufficient sealing.
10. Pigmented (Opaque) Finishes: Completely cover surfaces as necessary to provide a smooth, opaque surface of uniform finish, color, appearance, and coverage. Cloudiness, spotting, laps, brush marks, runs, sags, or other surface imperfections acceptable.
11. Stipple Enamel Finish: Roll and redistribute paint to an even and fine texture. Leave no evidence of rolling, such as laps, irregularity in texture, skid marks, or other surface imperfections.
12. Completed Work: Must match approved samples for color, texture, and coverage. Remove, refinish, or repaint work not complying with requirements.

N. PAINT SCHEDULE

1. Apply the first coat of paint to surfaces that have been cleaned, pretreated, or otherwise prepared for painting as soon as practicable after preparation and before subsequent surface deterioration.
2. The number of coats and film thickness required are the same regardless of application method. Do not apply succeeding coats until previous coat has cured as recommended by manufacturer. If sanding is required to produce a smooth, even surface according to

manufacturer's written instructions, sand between applications. Omit primer over metal surfaces that have been shop primed and touchup painted.

3. If undercoats, stains, or other conditions show through final coat of paint, apply additional coats until paint film is of uniform finish, color, and appearance. Give special attention to ensure that edges, corners, crevices, welds, and exposed fasteners receive a dry film thickness equivalent to that of flat surfaces.
4. Allow sufficient time between successive coats to permit proper drying. Do not recoat surfaces until paint has dried to where it feels firm and does not deform or feel sticky under moderate thumb pressure, and until application of another coat of paint does not cause undercoat to lift or lose adhesion.

O. EXTERIOR PAINTING SCHEDULING

1. Stucco: Provide the following finish systems over exterior concrete, stucco, and brick masonry substrates: Flat Acrylic Finish: Ceilings only, two finish coats over a primer.
 - Primer: Exterior concrete and masonry primer
 - Finish Coats: Exterior flat acrylic paint
2. Ferrous Metal: Provide the following finish systems over exterior ferrous metal. Primer is not required on shop-primed items. Full-Gloss Alkyd-Enamel Finish: Two finish coats over a rust-inhibitive primer.
 - Primer: Exterior ferrous-metal primer
 - Finish Coats: Exterior full-gloss alkyd enamel
3. Zinc-Plated Metal: Provide the following finish systems over exterior zinc-plated metal surfaces: Full-Gloss Alkyd-Enamel Finish; Two finish coats over a self-etching primer.
 - Primer: Exterior Self-Etching Primer
 - Finish Coats: Exterior full-gloss alkyd enamel.
4. Galvanized Metal: Provide the following finish systems over exterior galvanized metal: Full-Gloss Alkyd-Enamel Finish: Two finish coats over a galvanized metal primer.
 - Primer: Exterior galvanized metal primer
 - Finish Coats: Exterior full-gloss alkyd enamel
5. Aluminum: Provide the following finish systems over exterior aluminum surfaces: Alkyd-Enamel Finish: Two finish coats over a primer.
 - Primer: Exterior aluminum primer under alkyd finishes
 - Finish Coats: Exterior Satin finish alkyd enamel

P. PROTECTION AND CLEANUP

At the end of each workday, remove empty cans, rags, rubbish, and other discarded paint materials from the project site. After completing painting, clean glass and paint-spattered surfaces. Remove spattered paint by washing and scraping without scratching or damaging adjacent finished surfaces. Protect work of other trades,



whether being painted or not, against damage from painting. Correct damage by cleaning, repairing or replacing, and repainting, as approved by the County project representative. Provide "Wet Paint" signs to protect newly painted finishes. After completing painting operations, remove temporary protective wrappings provided by others to protect their work. After work of other trades is complete, touch up and restore damaged or defaced painted surfaces.

Q. WARRANTY

The Contractor shall guarantee all work against defective workmanship and materials for a period of seven (7) years. Coated areas which show evidence of premature failure shall be removed by a suitable means and the entire coating system reapplied at the Contractor's expense.

R. ASSET PRESERVATION

1. The Contractor, at the request of the County, will provide asset condition assessment reports for any identified County property that is scheduled for coating and preservation. Reports are to include:
 - Historical background and information of facility, including age and previous exterior work painting and/or repairs completed (if obtainable).
2. Recommendation on preservation and/or improvement techniques that shall:
 - Extend the life of the asset
 - Address existing flaws or damage
 - Improve the visual quality
3. Projected lifecycle of recommended preservation techniques and/or improvements.
4. Value analysis of recommended preservation techniques and/or improvements.

EXHIBIT F – PRICING PROPOSAL

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Paint Application	6825000	Square Feet	\$.175	\$1,194,375.00
2	Surface & Site Preparation	30000	Hours	\$11.76	\$352,800.00
3	Pressure Washing	30000	Hours	\$11.76	\$352,800.00
4	Paint Allowance - Estimated, cumulative three-year total spend amount		Lot	\$260,000.00	\$260,000.00
5	Equipment Rental Allowance - Estimated, cumulative three-year total spend amount		Lot	\$130,000.00	\$130,000.00
6	Unspecified - Materials or services that may be required due to unexpected conditions or events not specified in the scope of work. Unspecified work is not guaranteed as part of the contract and must be properly authorized in writing by the County Representative before being performed. Three year maximum.		Lot	\$100,000.00	\$100,000.00
THREE-YEAR TERM TOTAL					\$2,389,975.00

