



SCOPE OF WORK

INTENT

The intent and purpose of this invitation to bid is to establish an annual requirement contract for painting services for various City owned properties as needed.

This is an annual requirement contract with the City. Areas to be painted will vary from project to project. Some projects may require the painting of interior or exterior walls and ceilings of an entire buildings while others may only require painting of single offices.

MATERIAL

All materials are to be EPA and OSHA approved for their intended use. All materials shall be used according to manufacturer's recommendations. The contractor will be responsible for all materials, tools, and incidentals so to successfully meet the specification herein.

No asbestos containing products shall be used in the performance of repairs, priming, or painting of any surfaces. No products containing lead may be used in the repair, priming, or painting of any surface.

PREPARATION

- Submit Material Safety Data Sheet on all materials to be used in application to the City of Arlington Facility Services Division prior to starting work.
- Cover all equipment, furniture, flooring, and other items prior to beginning preparation to protect against dust, splatter and spillage.
- Perform preparation and cleaning procedures according to Coating Manufacturer's written instructions for each substrate condition.
- Clean all surfaces free of dirt, dust, oil, and other debris.
- Remove any loose paint by sanding or scraping.
- Fill open joints, cracks, holes, and other deformities on steel metal frames with metal putty and sand smooth before painting.
- Sand woodwork surfaces before priming, painting, or staining.
- Putty all nail holes before applying first coat.
- Dress smooth all open joints and exposed screw heads in metal systems.
- Where surface material is damaged due to water stain or wood sap, apply a coating of white shellac or KILZ® to prevent stain bleed through.

APPLICATION



- All coating materials shall be mixed and applied according to manufacturer's instructions. Coatings shall be applied in a smooth, uniform coating, and be free of streaks, sags, and blemishes.
- Where undercoat colors or blemishes show through the topcoat, apply additional coats of material until the entire surface has a uniform appearance.
- Lightly sand metal finishes between coats to improve adherence.
- Use rollers to apply final coats on sheetrock and concrete surfaces.
- Do not paint finished hardware or other pre-finished metal parts unless instructed to do so. Paint shall be promptly removed from hinges, latches and other hardware that is pre-finished. Do not paint over equipment labels. Do not paint electrical covers, switches, receptacles, light fixtures, air grilles or ceiling grid

INTERIOR

- **Drywall:** Drywall surfaces shall receive sufficient coating to completely cover the underlying color. Drywall surfaces shall be painted with water-based latex paint. Finish shall be flat, non-sheen, unless otherwise specified. Wall surfaces shall be painted from the ceiling to the floor, but not include vinyl cove base. Walls shall be painted from intersecting wall to intersecting wall.
- **Steel Door and Window Units:** Steel door frames, window frames and doors shall be painted with oil-based enamel paint, semi-gloss finish, unless otherwise specified. Paint to match existing color unless otherwise specified. Hardware, including locks, hinges and other brass materials shall not be painted.
- **Painted Woodwork:** Painted woodwork shall be painted with similar paint as existing. Where high gloss finish exists, new paint shall be high gloss. Where semi-gloss finish exists, new paint shall be semi-gloss. Where flat finish exists, new paint shall be flat. Latex material shall be applied over existing latex. Where oil-based paint exists, sand finish, apply primer and repaint using latex paint.
- **Concrete:** Where concrete surface is smooth and solid, apply coating with roller. Apply masonry filler to cracks and crevices before applying coatings. Where concrete surface is rough, as in the case of CMU blocking, apply coating with spray gun or heavy nap roller.

TOUCH UP AND CLEAN

- **Touching Up:** On completion of work, touch up all voids, holidays, and blemishes. Leave surfaces smooth with a uniform appearance.
- **Cleaning:** Remove any material that has been spilled or splattered on surfaces. Take care not to damage the surface of the item being cleaned.

LEAD PAINT

Contractor shall be licensed in the handling of lead-based paint materials. Contractor shall be responsible for the protection of contractor's employees and sub-contractors. Contractor shall be responsible for the proper collection and disposal of lead-based paint materials, according to local, state, and federal regulatory requirements.

License to handle lead-based paint must be submitted with bid response.



GYPSON WALL REPAIR

- **Holes and Cracks:** Repair holes and cracks in drywall by sanding the surface to remove existing and surrounding paint and texture. Apply drywall tape and joint compound and allow to dry. Sand surface and apply a bed of joint compound over the taped repair to result in a smooth, flat surface and allow to dry. Apply a final application of texture over the repaired area to match the existing wall surfacing.
- **Stains:** Cover water-stained drywall using a gypsum sealer such as Kilz™ or similar product designed for covering and sealing stains.

CONTRACTORS'S RESPONSIBILITIES

- Adhere to the Specifications herein.
- Adhere to all 29 CFR 1910 Standards (OSHA standards),
- Designate dual points of contact to ensure that secure measures are followed when leaving secured areas,
- Maintain at all times a non-hostile, non-harassing, and drug, alcohol and weapon free work environment at worksites among employees, residents, and City employees,
- Contractor guarantees said employees are proficiently trained and have the knowledge, skills and ability to perform in professional manner. Employ only competent, efficient employees,
- Provide all labor, materials, prep work, fuel, travel, power, equipment and tools, superintendence, personal protective equipment per OSHA Standards incidentals and throughout the term of the Bid Specification,
- Provide a superintendent authorized to always receive and fulfill instructions from the Inspector on the job site. Superintendent must:
 - Serve as the Contractor's primary point of contact,
 - Be knowledgeable of the specifications and inspect the performance of the mill and overlay crew(s),
 - Make decisions and receive, follow, give, and understand written and verbal instructions in English, and
 - Inspect the work site with the designated Inspector upon request.
- Provide a copy of the Material Data Safety Sheet (MSDS), product specifications, Manufacturer's warranty, and application instructions to City for approval prior to work final award.
- Provide the Inspector or designee with two (2) telephone numbers at which the Contractor can be contacted during the entire term of this contract. These telephone numbers shall be furnished to the City and in writing prior to the beginning of maintenance services for the protection and convenience of the public and emergencies, this requirement shall be identified as the Protection of the Public Requirement.

The Contractor shall be responsible for the complete performance of all of the work under the Contract, including its own staff, as well as any subcontractors.

CITY'S RESPONSIBILITIES

- Issue the Notice to Proceed authorizing the vendor to commence work,



- Provide Assigned Project Areas (APAs) for painting,
- Provide an Inspector or designee who will report back to the Contract Coordinator of the Contractor's progress and quality,
- Provide a Contract Coordinator or designee on behalf of the Department of Asset Management Facility Services who may make random inspections, re-inspections, monitor Contractor activities, ensure the work performed in the assigned Project Area is done to the quality level prescribed in this Contract and in accordance with prescribed time schedules, however, the Contract Coordinator or designee has no duty or obligation to make inspections. Upon determination of any violation of the specifications and/or terms of this Contract, the Inspector shall record, process, and submit all pertinent information to the Contract Coordinator for appropriate action.
- Any provision of the agreement vesting in the City or Inspector the right of supervision or inspection is understood by the parties hereto for the purpose of ensuring that the plans and specifications are complied with, and that the completed work is obtained as described herein, and no such provisions shall be interpreted as vesting in the Owner or Inspector the right to control the details of the work,
- Inform the Contractor in writing when applicable or verbally when necessary that an employee who appears to be unfit, unskilled, disobedient or is disrupting the integrity of the work site, such employee shall be removed from the worksite, and
- Document and record the inspections of the Assigned Project Areas.

WORKING HOURS

- Painting of occupied interior buildings utilizing water based latex paint will be done during normal business hours
- Painting with the use of oil-based paints or other finishes with a heavy chemical odor will be after hours or weekend work
- Individual offices to be serviced will be vacated during the work. Common areas will remain open for normal business operations.
- Facilities are to remain functional during the work progress.

RESPONSE TIME - QUOTES

- Quotes for work in individual offices will need to be returned within 72 hours of the original request
- Quotes for work in facilities or spaces that need to be measured before quote will need to be returned within 5 business days.

FINAL INSPECTION

Contract Coordinator or designee will make final inspection of all work included in the Notice to Proceed, including on-site inspections while job is in progress either scheduled or randomly, and as soon as practical after the work is completed and ready for acceptance and final payment.

If the work is not acceptable to the Contract Coordinator or designee at the time of such inspection, the Contractor will be informed in writing as to the defects to be remedied before final acceptance will be made.



Should there be a conflict between the specifications and standard construction practices, the Inspector or designee shall make the final determination.

REMEDIES FOR NON-PERFORMANCE

Failure on the part of the Contractor during the term of this contract in one or more area(s) would be reasonable cause for the Contract Coordinator or designee to issue a Notice to Cure (NTC) warning, in addition to liquidated damages as required. Area(s) can include, but are not limited to, non-performance of service in accordance with the specifications herein; having more than two (2) failed inspections; provide materials of which is poor quality; failure to meet delivery time; failure to maintain work schedule; failure to install materials as specified; or failure to show.

Furthermore, the Contractor shall conduct operations in a manner that reflects favorably on the City. Calls from citizens concerning poor performance will be verified and if deemed correct the contractor shall be notified. Continued performance issues will result in cancellation of the contract.

It is the goal of the city to resolve disputes at the most minimal level, therefore

Should minor failure(s) occur during the term of this specification the following will apply; *minor is defined as less than 4 hours' worth of work.*

- Inspector will verbally warn and give Contractor instructions to correct minor failure(s), as well as record the corrective action internally. Upon correction as specified, the Contractor will continue on schedule with no written warning.
- More than two (2) verbal warnings for the same failure within the term of the contract, or a failure to comply with verbal warning(s) shall be sufficient reason for the Contract Coordinator or designee to issue a NTC warning. Some known, but not all cures will be as follows:
 - When Contractor fails to maintain the required rate of services per the City's scheduled demand the first time, then Contractor shall respond to NTC by supplying the Contract Coordinator a thorough schedule identifying the service schedule per location effected by NTC, unless otherwise identified within the NTC.
 - When Contractor fails to maintain the required rate of services per the City's scheduled demand subsequently, suspension of further work or cancelation due to material breach may be incurred.
 - When a painting is done without proper inspection, as well as any extra or unspecified work is done without written authority by the Contract Coordinator or designee and/or prior to a written agreement by the City, then Contractor is at risk and all work will be considered unauthorized. Such unauthorized work includes any materials, tools, incidentals, mobilization, and transportation of crew used, and therefore will not be measured or payment may be waived.
 - When painting fails inspection, then all rejected areas will be outlined for correction in the NTC and must be corrected within forty-eight (48) hours, or as identified within the NTC.



- Failure to cure within forty-eight (48) hours or as identified within the NTC, or as mutually agreed upon, or more than three (3) NTC for same incidents as specified in the NTC, will result in the following:
 - The assigned project area(s) remaining unsatisfactory or unpainted, either in whole or in part, will be removed from the Contractor's responsibility and be delegated to a third-party contractor at the failed Contractor's whole expense
 - The cost of delegating any portion of work will be deducted from any monies due to, or which may become due to the Contractor.
 - Additional projects may be suspended until the Assigned Project Area(s) are corrected in whole
 - If suspension occurs, Contractor will be required to remediate all failure(s) before continuing future work within the city.
 - Each day of suspension will count as a calendar day (workday), if applicable.
 - In the event the Contractor fails to correct in whole the NTC and to the satisfaction of the City, or fails to correct rejected, or unauthorized work after receiving the NTC, the City shall exercise all rights, including the right to terminate the Contract due to material breach in whole or part with cause.
 - The Contractor shall pay all costs and attorney's fees incurred by the City in the enforcement of any provision herein or within this document
- All responses to the NTC must be in writing by the Contractor and submitted electronically to the City's Contract Coordinator within five (5) calendar days.

It is fully understood by the Contractor that after reasonable and documented attempts between both, the Contractor and City, to bring any failures/unacceptable work to an acceptable level, the City reserves the right to notify Prime Contractor that the City has the intent to hire a third-party Contractor. The city may hire a third-party contractor, at any costs to repair any unacceptable sites(s) within the Assigned Project Area(s) deemed unacceptable in part or whole, to stay on schedule. This may include but is not limited to, full removal and replacement of rejected, unauthorized or condemned installations, trees, or other materials at the (Prime) Contractor's whole expense which will be deducted from any monies due, or to become due, to the Prime Contractor.



MINORITY/WOMAN BUSINESS ENTERPRISE (MWBE) PROGRAM

As of March 30, 2021, the City of Arlington implemented a Minority and/or Woman-Owned Business Enterprise (MWBE) program whereby minority/woman-owned businesses are included in the City's procurement process for all basic goods and services, construction, and professional services. The City and the Office of Business Diversity will ensure MWBE companies are provided an equal opportunity to compete for all City procurements.

A Contract Specific Goal of **9%** has been set for this project. All Offerors are required to utilize certified MWBE companies and/or persons for a minimum of **9%** of the total project cost. With the adoption of a MWBE Program, all proposals will be reviewed to see whether said Offeror(s) has met the requirements of the City's MWBE program.

The Contract Specific Goal can be met through MWBE prime participation, MWBE subcontractor participation, submission of the good faith efforts documentation or a combination of any of the stated methods. An MWBE prime contractor's percentage of self-performed work can be counted towards this Contract Specific Goal. If the MWBE prime contractor's participation falls short of the Contract Specific Goal, the remaining percentage can be met utilizing MWBE subcontractors or the prime's submittal of the Good Faith Effort's Checklist and supporting documentation.

All proposers must submit a MWBE Utilization Plan (see attached) along with their subcontractor's MWBE certification, with their proposal, identifying the project's subcontractor and the estimated percentage of work performed by each subcontractor. The Good Faith Effort documentation and Letters of Intent (LOI's) must be submitted by the top ranked Offeror at the time and date selected during the negotiation period. If negotiations end with that Offeror, the next ranked Offeror will be notified on how and when to submit their MWBE documentation.

Following the formal notice to proceed, the awarded Offeror will be required to report MWBE expenditures into BG2Now. To access the system, go to <https://arlingtontx.diversitycompliance.com> in your internet browser address line. If you have never utilized the Supplier Diversity Management System, you can sign up for free webinar trainings at <https://arlingtontx.diversitycompliance.com> and click on System Training.

The City's Minority and Woman Business Enterprise Policy and Procedures Manual (hereinafter "MWBE Policy & Procedures Manual") is incorporated herein by reference as though written word for word. A copy of the MWBE Policy & Procedures Manual can be found at:

<https://www.arlingtontx.gov/cms/One.aspx?portalId=14481146&pageId=18054149>