

**EXHIBIT “A”  
SCOPE OF SERVICES  
Building Exterior Wall Painting Services  
Florida Department of Transportation  
District 4 Headquarters**

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## 1.0 PURPOSE

The Department seeks to obtain the services of a properly licensed and insured painting contractor to pressure clean and paint the District 4 Headquarters Facilities.

## 2.0 OBJECTIVE

The Department seeks to extend the useful life of the facilities, related components and systems through regular maintenance which includes repainting the structures and to maintain a safe, healthy, clean, sanitary, and aesthetically pleasant environment for the FDOT employees and visitors.

## 3.0 DEFINITIONS

**Contract:** The signed agreement between the Vendor and the Department for the painting and pressure cleaning of the District 4 Headquarters Facilities.

**Department:** The Florida Department of Transportation (FDOT)

**Department Project Manager:** The FDOT staff member or designee responsible for the maintenance operations of the facility, inspection(s) of the Vendor's day-to-day operations and coordination of the painting project and is the Department's authorized representative or designee responsible for the management of this Contract and the enforcement of all terms and conditions of this Contract. For this particular Contract, the D4 Building Superintendent is the Department Project Manager.

**Department Security Officer:** The Security Officer on duty at The Florida Department of Transportation District 4 Headquarters.

**Department's Normal Working Hours:** For the purpose of this project, the Department's current normal working hours are from

7:00 am to 6:00 pm, Monday through Friday, except for the State Holidays. State Holidays are: New Years Day, Martin Luther King Jr., Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Day after Thanksgiving, and Christmas Day. When the calendar date of a Holiday falls on a Saturday, the state observes that day on the preceding Friday. Holidays having a calendar date falling on a Sunday are observed the following Monday.

- **D4 Headquarters Facilities:** Unless specifically otherwise directed, this shall refer to all of the buildings and structures located at 3400 West Commercial Boulevard, Fort Lauderdale Florida 33309, namely: Headquarters Building #4400, Auditorium / E.O.C Building #4622, Generator Building #4700, Tool Shed Building #4567, Automatic Transfer Switch Building #4800, along with the dumpster enclosure wall, concrete walkway overhangs connecting the Headquarters Building and the Auditorium/EOC Building, the concrete monument sign in front of the Headquarters Building, electric meter wall, the two planter boxes on the north side of the Headquarters Building and the concrete trellis in front of the Headquarters Building.

**Painting Crew(s):** The Vendor employees assigned to this project by the Vendor. The Crew(s) shall be responsible for providing various scheduled painting and pressure cleaning services.

**Site:** The building facilities and grounds of the Florida Department of Transportation, District Four Headquarters located at 3400 West Commercial Boulevard, Fort Lauderdale Florida 33309.

**Vendor:** The vendor awarded with this contract by the Department to provide all services described in this Contract, and who is ultimately held responsible for the compliance of all terms and conditions of the Contract.

**Vendor Project Manager:** The Vendor employee assigned to this project responsible for the overall project management and authorized to make decisions regarding this project. Responsibilities

include:

- The overall project management and supervision of the painting Vendor Site Supervisor(s), and Painting Crew at this Site.
- Responding to the Department's requests for meetings, inspections, special requests or problem notifications in a timely manner.
- Serving as the contact person and acting as liaison between the Vendor and the Department on any issues related to the project and project schedules.
- Handling any performance or other project related problems, as identified by the Department Project Manager, in a professional and responsive manner.
- Coordinating the work schedule with the Department Project Manager.

**Vendor Site Supervisor(s):** The Vendor Employee Supervisor(s) assigned to this project/site by the Vendor. This employee(s) shall be responsible for: being present at all times while any work is being performed at the Site; providing continual on-site supervision of any painting crew assigned to this Site; ensuring that work is being safely performed according to the approved painting schedule and established procedures; identifying any potential problems in areas of safety and other painting-related concerns; and for bringing them to the attention of the Department Project Manager, as necessary.

## 4.0 SCOPE OF WORK AND SPECIFICATIONS

### Scope of Work

**Task 1:** Includes all work surface cleaning, preparation and painting of the District 4 Headquarters Building (Building #4400) Exterior Walls, Overhang, Trellis, Parapet Wall, Roof-top Equipment Screen Wall, FDOT Concrete Name Sign, Electric Meter Wall, Concrete Flower Boxes, Dumpster Enclosure Wall Automatic Transfer Switch Building (Building #4800), and Tool Shed Building (Building #4567).

The Scope of Work includes the following:

1. Chemically clean, using the proper solution of an all-purpose cleaner, and pressure clean the exterior stucco and all surfaces to be painted.
2. Seal the entire stucco surfaces and exterior wall surfaces with Loxon Pigmented Acrylic sealer.
3. Repair damaged stucco surface by patching, de-rust and repair any spalling.
4. Repair non-structural overhang damaged ceiling, corner wall and texture coat.
5. Caulk where necessary the perimeter of exterior doors and windows.
6. Repair damaged stucco and texture coat on roof top equipment screen wall.
7. Prime and paint Tool Shed solid metal doors and door frame. Color will be provided by the Department.
8. Prime and paint Automatic Transfer Switch solid metal door and door frame.
9. Prime and paint dumpster gate.
10. Apply Sherwin-Williams (or any department approved product equivalent) Resilience Exterior Acrylic Satin, K43 Series to all exterior walls, with the exception of the Parapet walls.
11. For All Parapet walls and other horizontal walls masonry surfaces:  
Apply two separate coats of Sherwin-Williams (or any department approved product equivalent) Sher Crete, flexible Concrete Water Proofer A5 Series.  
Refer to the attached Sherwin-Williams (or equivalent) Paint Specifications.

**Task 2:** Includes all work surface cleaning, preparation and painting of the Auditorium / Emergency Operations Center Building (Building #4622) Exterior Walls, Overhang and Metal Hand Rails. Scope of work includes:

1. Chemically clean, using the proper solution of an all-purpose cleaner, and pressure clean the concrete exterior stucco wall, overhang and all surfaces to be painted.
2. Seal the entire stucco surfaces and exterior wall surfaces with Loxon Pigmented Acrylic sealer.
3. Repair damaged stucco surface by patching, de-rust and repair any spalling.
4. Repair damaged texture coat to match existing.
5. Remove rust on railing post and paint all railings. Colors will be provided by the Department Project Manager.
6. Fill all railing bottoms with Sherwin-Williams (or any department approved product equivalent) Stampede 2SL Polyurethane Sealant.
7. Caulk where necessary the perimeter of exterior doors and windows.
8. Prime and paint all seven (7) perimeter solid metal doors and door frames. Color will be provided by the Department.
9. Apply Sherwin-Williams Resilience Exterior Acrylic Satin, K43 Series or any department approved product equivalent to all exterior walls, with the exception of the Parapet walls.
10. For All Parapet walls and other horizontal walls masonry surfaces:  
Apply two separate coats of Sherwin-Williams (or any department approved product equivalent) Sher Crete, flexible Concrete Water Proofer A5 Series.  
Refer to the attached Sherwin-Williams (or equivalent) Paint Specifications.

**Task 3:** Includes all work surface cleaning, preparation and painting of the Generator Building, (Building #4700) Exterior Walls. **This is an Optional Service.** Scope of Work includes:

1. Chemically clean, using the proper solution of an all-purpose cleaner, and pressure clean the concrete exterior stucco wall, overhang and all surfaces to be painted.
2. Seal the entire stucco surfaces and exterior wall surfaces with

- Loxon Pigmented Acrylic sealer.
3. Repair damaged stucco surface by patching; de-rust and repair any spalling.
  4. Repair damaged texture coat to match existing.
  5. Remove rust on railing post and paint all railings. Colors will be provided by the Department Project Manager.
  6. Prime and paint solid metal door, door frames and roll up door. Color will be provided by the Department.
  7. Caulk, where necessary, the perimeter of exterior doors and windows.
  8. Apply Sherwin-Williams (or any department approved product equivalent) Resilience Exterior Acrylic Satin, K43 Series, with the **exception of the Parapet walls.**
  9. For All Parapet walls and other horizontal walls masonry surfaces:  
Apply two separate coats of Sherwin-Williams (or any department approved product equivalent) Sher Crete, flexible Concrete Water Proofer A5 Series. Refer to the attached Sherwin-Williams (or equivalent) Paint Specifications.

The Department may at its option elect to perform some, all or none of the work proposed on. **Task 3 is an Optional Service** and shall be authorized through a Letter of Authorization.

**Specifications:**

- 4.1 The Department has incorporated as part of this contract all applicable terms and conditions of Sherwin Williams (or any Department approved equivalent) Paint and Primer/Sealer product specifications, including project preparation, application, safety, materials to be used and how to apply them. Refer to Exhibit "A" Scope of Services, Section 15.1 and 15.2, Attachments 1 and 2. If an equivalent product is approved by the Department, then the product specifications for preparation and application shall be those of the Department

-approved equivalent product manufacturer. Any proposed product (equivalent) other than Sherwin-William must have written pre- approval from the Department Project Manager. The Vendor shall ensure that all paint, primer, sealer, caulk and any other product that are used for this project are properly handled, stored, used and applied in accordance with the manufacturer's product data specifications.

- 4.2 In the event of any discrepancies between the product application instructions within this exhibit and the manufacturers' product instructions, the more stringent instructions shall apply, unless otherwise agreed to in writing by the Department.
- 4.3 All work surfaces shall be prepared and treated with products which shall be applied as specified by the manufacturer's product specifications and instructions.
- 4.4 Upon selection of colors, the Vendor shall properly apply two test paint areas, each measuring approximately ten feet by ten feet, which includes both colors. The grade level accessible test paint area location shall be on the corner of one building as determined by the Department Project Manager. Prior to paint application, the Vendor shall perform adhesion tests as per manufacturer's specifications.
- 4.5 Only OSHA (Occupational Safety and Health Administration) approved high reach platform or bucket lifts shall be used to reach above work heights above eight feet from grade. The painting crew must be trained on the use of these equipment. All other methods must be pre-approved prior to use, by the Departments Project Manager.
- 4.6 The Carlisle rubber roofing membrane surface is vulnerable to sharp objects such as the bottom of step ladders, knives, equipment, and the bottom of paint containers. The Vendor shall protect the roof from damage from the project work and promptly report any roof damage.



- 4.7 Unless otherwise agreed to in writing, the Vendor must perform a minimum of one hundred (100) random paint thickness mil tests locations determined by, and in the presence of the Department Project Manager.
- 4.8 After sealing, the repaired areas shall be patched to blend in with the surrounding surface areas. All repaired surfaces must match the existing finish of the surrounding surface and all repairs should be undetectable upon the final coat. All damaged surfaces and cracks shall be properly cleaned and patched to match the existing wall texture. All exposed rebar and any other exposed metal shall be cleaned, treated and patched.

## **5.0 VENDOR RESPONSIBILITIES**

- 5.1 The Vendor shall be responsible for providing all equipment, tools and materials required for this project. This includes the provision of all labor, painting materials, safety equipment, lift and personal protective equipment needed for this project and by the painting staff; and any other materials necessary to meet the terms and conditions of this Contract. The Vendor is responsible for providing safety training, personal protective devices / safety gear and equipment and maintenance as needed to properly fulfill the terms and conditions of this Contract.
- 5.2 It shall be the responsibility of the Vendor to furnish all labor and materials necessary to adequately protect all exterior surfaces of the facility and grounds during all operations that may cause damage and/or over paint to any part of the facility.
- 5.3 It shall be, and shall remain the Vendor's responsibility to correctly field-verify the complete and total work required, all resources and any other items or efforts necessary to provide quality painting services at this Site. This includes the full and

accurate determination of the Site layout, understanding the scope of work of the project, understanding the terms and conditions of the contract documents and attachments, determination of the proper quantities of materials, equipment and labor, and the conditions of the performance thereof. The failure or neglect of the Vendor to become fully familiarized with the entire Site, scope of work, the type, quantity and quality of services and resources required to properly complete the project shall in no way relieve the awarded Vendor from his obligations in this contract.

- 5.4 Except as otherwise specified herein, the Vendor shall, secure and pay for all permits, fees, fines and/or penalties of any kind if required for performing all services for this project.
- 5.5 The Vendor shall rope off and post warning signs in areas where work is being performed, and where paint dripping or any chance of damage or injury could occur
- 5.6 The Vendor shall ensure that all window glass, window frames, door frames, awnings, brick pavers, walkways and plants are free of paint materials and-protected from any over painting. All exterior doors/frames, windows/frames and wall panels shall be properly cleaned and repaired wherever needed.
- 5.7 All damaged exterior doors and windows weather proofing seals shall be repaired. Paint patterns shall match the existing pattern color tone (two-tone). After sealing, the repaired areas shall be patched to blend in with the surrounding surface area.
- 5.8 If any spray painting methods are utilized, the Vendor shall have a documented plan in place to ensure that any/all overspray issues are properly addressed to the Department's satisfaction at no cost to the Department. This includes the payment for proper repairs and/or cleanup and detailing required for any/all overspray on any vehicles with no cost to the vehicle owners.

5.9 The Vendor shall not sub-contract any portion of the work in this project without the prior written consent of the Department.

## **6.0 PROJECT SCHEDULE**

6.1 Attendance at the Mandatory Pre-Bid jobsite meeting is required to fully understand the scope of the project.

6.2 The Vendor shall complete the entire project within one hundred and twenty (120) calendar days starting from the issuance date of the "Notice to Proceed" from the Department's Project Manager, to the Vendor.

6.3 The Vendor shall submit a project work schedule to the Department Project Manager within five (5) calendar days after receiving the Notice to Proceed. The schedule must clearly identify all work schedules from starting date to completion date. Contractor shall forward the proposed work schedule to the Department for approval prior to any work commencing. Proposed schedules shall include all set up, material deliveries, work areas and dates, pressure cleaning, priming/sealing, painting and cleanup for the various work areas involved. Pressure cleaning shall occur outside of the Department Normal Working Hours.

6.4 The Department expects to complete this project within the time allotted and expects Vendor to extend all efforts and resources to properly complete this project, including: set up, delivery, storage use and clean up of materials, safety precautions, pressure cleaning, sealing, priming, surface preparation, work surface repairs, crack treatments, caulking, painting and clean up in a safe and workmanlike manner throughout the duration of this project.

6.5 The Vendor shall provide the Department Project Manager a weekly written Project Status report every Monday morning.

The report shall include a list of tasks completed, incomplete tasks and schedule of when incomplete tasks will be resolved.

- 6.6 The Vendor shall proceed with the work with all due diligence and use all reasonable efforts to complete this project without delay in services. Unless otherwise agreed to in advance and in writing by the Department, all services shall be accomplished according to the project schedule and specifications. The Vendor work schedules and any proposed schedule change requests by the Vendor shall be submitted with a minimum of three (3) business days in advance, for pre-approval by the Department Project Manager.

## **7.0 VENDOR QUALIFICATION AND STAFFING**

- 7.1 The Vendor must be licensed and insured, capable of providing comprehensive painting services, including the provision of all supplies, materials, equipment, personnel and all other resources required to properly complete this project. The Vendor must have a minimum of five (5) years experience of painting commercial buildings.
- 7.2 The vendor shall provide work references for at least five (5) commercial clients located within the Dade, Broward or Palm Beach County areas for whom they have completed similar or larger-sized painting work. The references must include the name, address and telephone number of the company, including the contact person for that company and a brief description of the work performed.
- 7.3 The Vendor shall execute the work in a safe, orderly, timely and efficient manner in strict conformity with the Scope of Services and shall furnish all labor, equipment, tools, materials, supplies, transportation and other incidentals necessary to perform the services required of this project.

- 7.4 The Vendor shall maintain a full painting crew of qualified staff needed to perform the work at all times.
- 7.5 The Vendor shall provide a Vendor Project Manager and Vendor Site Supervisor who speaks and understands English and is able to clearly communicate in English both verbally and in writing.
- 7.6 The Vendor shall provide only trained and qualified personnel capable of safely and properly accomplishing the work required for this project. Their training should include safety on the job, equipment training and any other related training pertaining to this line of work.
- 7.7 The Crew assigned to this project must be at least eighteen (18) years of age and authorized to work in the United States.
- 7.8 The Vendor shall review the scope of services with each employee assigned to this Site and ensure that they understand their work assignments, how to complete the assignments safely in accordance with applicable regulations (O.S.H.A.) and how to comply with the Department's safety and security procedures.
- 7.9 The vendor should ensure that the Crew abide by the security procedures of the Department as described in **Attachment 13**. Violation/s of the safety procedure are subject to fines and can be grounds for termination of this contract.
- 7.10 All Vendor personnel shall wear vendor-provided, lettered shirts and/or uniforms at all times when on Department premises. Such lettering shall include the Vendors company name and/or logo.
- 7.11 Only the awarded Vendor employees and agents shall be permitted on-site. Any unauthorized personnel, including but not limited to, visitors, family members, friends, acquaintances

of the Vendor and/or its employee(s) found within or on the facility's grounds without prior Department approval shall be directed to leave.

- 7.12 Any Vendor personnel or member of the crew performing duties in a reckless or unsafe manner shall be directed to leave the grounds immediately.

## **8.0 TRASH AND GENERAL CLEANING**

- 8.1 The Vendor is responsible for properly hauling trash, disposing of all painting debris as needed, and shall ensure that the entire Site is free of paint and painting debris, excess materials, tools, equipment, trash and litter upon completion of this project. This includes walkways, common grass areas, parking lots, and areas where litter tends to accumulate such as along fences, walls, trees, shrubs, loading dock, sidewalks, walkways, entrances, and/or parking lot areas. All painting materials, trash and/or any other debris, shall be properly and legally disposed of by the awarded vendor. The Department's trash dumpster shall not be utilized for the disposal of any painting materials, trash or debris.
- 8.2 Any/all over spray or other painting related residue which results from the painting project work shall be removed from all window frames, glass window, walkways, roof surfaces, gutters, drains, curbs, pavement, vehicles and /or sidewalks.

## **9.0 COMPLIANCE TO LAWS, ORDINANCES, RULES AND**

## REGULATIONS

- 9.1 The Vendor shall comply with all applicable laws, ordinances, rules, regulations and shall promptly notify the Department in writing, if any contract provisions, including but not limited to this Scope of Services, are at variance therewith.
- 9.2 Prior to providing any services, the awarded Vendor shall furnish the Department, copies of all required insurance and licenses, keeping them properly valid, current and in full force throughout the duration of this contract. The Vendor must provide proof that they are legally licensed to work in Broward County.
- 9.3 The Vendor shall be responsible for job safety administration. Tools, equipment, and work methods used must be in compliance with all applicable Occupational Safety and Health Administration (OSHA) safety regulations.
- 9.4 The Vendor shall provide a copy of all Materials Safety Data Sheets (MSDS) to the Department Project Manager of all products use to this project. The Vendor shall comply with all OSHA, EPA (Environmental Protection Administration) and FDOT (Florida Department of Transportation) rules and regulations governing equipment use and operation, the storage, handling and application of any/all chemicals and/or hazardous materials that may be used under the terms of this contract.

## 10.0 PERFORMANCE COMPLIANCE, DELAYS AND DAMAGES

- 10.1 The awarded vendor shall have **One Hundred Twenty (120) calendar days** to complete this painting project upon receipt of the Notice to Proceed from the Department Project Manager.
- 10.2 The vendor is subject to fines and penalties resulting from

delays, contract compliance and other violations, as detailed in the chart below. These fines and penalties shall be deducted from the vendor’s invoice payment based upon the following schedule:

**FINES AND DAMAGES SCHEDULE**

|          |   |  |
|----------|---|--|
| <b>A</b> | <b>Not meeting the established completion date.</b> | <b>\$300.00 / Day</b>                            |
| <b>B</b> | <b>OSHA Safety Standard - Non Compliance</b>        | <b>\$100.00 / Occurrence</b>                     |
| <b>C</b> | <b>Lack of Supervision</b>                          | <b>\$100.00 / Occurrence</b>                     |
| <b>D</b> | <b>Not wearing uniform</b>                          | <b>\$50.00 / Person</b>                          |
| <b>E</b> | <b>Theft and Vandalism</b>                          | <b>100.00 / Person / Occurrence+ Restitution</b> |
| <b>F</b> | <b>Repeated Instances of "A" through "E"</b>        | <b>\$200.00 / Occurrence</b>                     |
|          |   |  |
|          |   |  |
|          |   |  |
|          |   |  |

10.3 It shall be the ultimate and sole responsibility of the Vendor to repair or pay for the repair of any damage(s) caused to the facility, vehicles on this Site, building contents, equipment, systems, grounds, landscaping or infrastructure by any direct or indirect action(s) of the Vendor’s employees, agents and/or equipment in the course of this project. The Vendor shall notify the Departments Project Manager and/or designee within one hour of the occurrence of any incidents, accidents or damages to persons, vehicles, or property. The Vendor shall be responsible for all repairs or replacement of any property damage caused by the Vendor employees and/or agents. Unless otherwise agreed to in writing by the Department, repair of any such damage to the facility, its contents, equipment, systems or grounds shall be completed within two (2) business days of the appropriate notification to the Department.

10.4 All repairs or replacements shall be accomplished utilizing appropriately qualified craftsmen with experience within the trade(s) necessary to complete the type of work required.

10.5 The Vendor shall be responsible for the safety and security of



all equipment and materials used for this project. The Department shall not be held responsible for any loss and/or stolen equipment and/or materials provided by the Vendor.

**11.0 ATTACHMENTS**

| <b>Attachment No.</b> | <b>Description</b>   |
|-----------------------|--|
| <b>1</b>              | Sherwin-Williams Resilience Exterior Paint Acrylic Satin, K43 Series                   |
| <b>2</b>              | Sherwin-Williams Loxon Pigmented Acrylic Sealer.                                       |
| <b>3</b>              | Sherwin-Williams Sher-Crete <sup>®</sup> Flexible Concrete Waterproofing, (A5 Series)  |
| <b>4</b>              | Sherwin-Williams Corothane <sup>®</sup> I HS Aliphatic Finish Coat, (B65-50)           |
| <b>5</b>              | Sherwin-Williams Kem Kromik Universal Metal Primer, (B50NZ6/B50WZ1)                    |
| <b>6</b>              | Sherwin-Williams Vertical Wall Patch, (7331366 or 7331457)                             |
| <b>7</b>              | Sherwin-Williams Stampede <sup>®</sup> 2SL Polyurethane Sealant                        |
| <b>8</b>              | Sherwin-Williams Vertical Wall Patch, (7331366 or 7331457)                             |
| <b>9</b>              | Sherwin-Williams Sher-Cryl <sup>™</sup> HPA High Performance Acrylic, (B66W300 Series) |
| <b>10</b>             | Sherwin-Williams MacroPoxy 646   |

**Exhibit A: Scope of Service**

ITB-DOT-12/13-4016LH  
FDOT D4 HEADQUARTERS

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|           |   |
|-----------|---|
| <b>11</b> | Simix – Oxi One All Purpose Cleaner                             |
| <b>12</b> | Paint Specification for FDOT Buildings                          |
| <b>13</b> | Site Safety and Security Procedures for Vendors and Contractors |