

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STANDARD WRITTEN AGREEMENT

Agreement No. BEA97
 Financial Project I.D. _____
 F.E.I.D. No.: F85-3518646-001
 Appropriation Bill Number(s)/Line Item Number(s) for 1st year of
 contract, pursuant to s. 216.313, F.S.: _____
(required for contracts in excess of \$5 million)
 Procurement No.: DOT-RFP-21-9019-CA
 DMS Catalog Class No.: 72151306

BY THIS AGREEMENT, made and entered into on March 19, 2021 by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, hereinafter called the "Department" and Florida Airfield Maintenance, JV, of 119 Commerce Way, Suite B, Sanford, Florida 32771 duly authorized to conduct business in the State of Florida, hereinafter called "Vendor," hereby agree as follows:

1. SERVICES AND PERFORMANCE

- A. In connection with Airport Pavement Marking Condition Assessment Services and/or Airport Pavement Marking and Related Services, the Department does hereby retain the Vendor to furnish certain services, information, and items as described in Exhibit "A," attached hereto and made a part hereof.
- B. Before making any additions or deletions to the work described in this Agreement, and before undertaking any changes or revisions to such work, the parties shall negotiate any necessary cost changes and shall enter into an Amendment covering such work and compensation. Reference herein to this Agreement shall include any amendment(s).
- C. All tracings, plans, specifications, maps, computer files, and reports prepared or obtained under this Agreement, as well as all data collected, together with summaries and charts derived therefrom, shall be the exclusive property of the Department without restriction or limitation on their use and shall be made available, upon request, to the Department at any time during the performance of such services and/or upon completion or termination of this Agreement. Upon delivery to the Department of said document(s), the Department shall become the custodian thereof in accordance with Chapter 119, Florida Statutes. The Vendor shall not copyright any material and products or patent any invention developed under this Agreement. The Department shall have the right to visit the site for inspection of the work and the products of the Vendor at any time.
- D. All final plans, documents, reports, studies, and other data prepared by the Vendor shall bear the professional's seal/signature, in accordance with the applicable Florida Statutes, Administrative Rules promulgated by the Department of Business and Professional Regulation, and guidelines published by the Department, in effect at the time of execution of this Agreement. In the event that changes in the statutes or rules create a conflict with the requirements of published guidelines, requirements of the statutes and rules shall take precedence.
- E. The Vendor agrees to provide project schedule progress reports in a format acceptable to the Department and at intervals established by the Department. The Department shall be entitled at all times to be advised, at its request, as to the status of work being done by the Vendor and of the details thereof. Coordination shall be maintained by the Vendor with representatives of the Department, or of other agencies interested in the project on behalf of the Department. Either party to this Agreement may request and be granted a conference.
- F. All services shall be performed by the Vendor to the satisfaction of the Director who shall decide all questions, difficulties, and disputes of any nature whatsoever that may arise under or by reason of this Agreement, the prosecution and fulfillment of the services hereunder and the character, quality, amount of value thereof; and the decision upon all claims, questions, and disputes shall be final and binding upon the parties hereto. Adjustments of compensation and contract time because of any major changes in the work that may become necessary or desirable as the work progresses shall be subject to mutual agreement of the parties, and amendment(s) shall be entered into by the parties in accordance herewith.

Reference herein to the Director shall mean the Assistant Secretary, Strategic Development.

2. TERM

A Initial Term. This Agreement shall begin on date of execution and shall remain in full force and effect through completion of all services required or 12/31/2023, whichever occurs first. Subsequent to the execution of this Agreement by both parties, the services to be rendered by the Vendor shall commence and be completed in accordance with the option selected below. (Select box and indicate date(s) as appropriate):

Services shall commence upon contract execution and shall be completed by 12/31/2023 or date of termination, whichever occurs first.

Services shall commence upon written notice from the Department's Contract Manager and shall be completed by _____ or date of termination, whichever occurs first.

Other: See Exhibit "A"

B. RENEWALS (Select appropriate box):

This Agreement may not be renewed.

This Agreement may be renewed for a period that may not exceed three (3) years or the term of the original contract, whichever is longer. Renewals are contingent upon satisfactory performance evaluations by the Department and subject to the availability of funds. Costs for renewal may not be charged. Any renewal or extension must be in writing and is subject to the same terms and conditions set forth in this Agreement and any written amendments signed by the parties.

C. EXTENSIONS. In the event that circumstances arise which make performance by the Vendor impracticable or impossible within the time allowed or which prevent a new contract from being executed, the Department, in its discretion, may grant an extension of this Agreement. Extension of this Agreement must be in writing for a period not to exceed six (6) months and is subject to the same terms and conditions set forth in this Agreement and any written amendments signed by the parties; provided the Department may, in its discretion, grant a proportional increase in the total dollar amount based on the method and rate established herein. There may be only one extension of this Agreement unless the failure to meet the criteria set forth in this Agreement for completion of this Agreement is due to events beyond the control of the Vendor.

It shall be the responsibility of the Vendor to ensure at all times that sufficient time remains in the Project Schedule within which to complete services on the project. In the event there have been delays which would affect the project completion date, the Vendor shall submit a written request to the Department which identifies the reason(s) for the delay and the amount of time related to each reason. The Department shall review the request and make a determination as to granting all or part of the requested extension.

3. COMPENSATION AND PAYMENT

A Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes. If the Department determines that the performance of the Vendor is unsatisfactory, the Department shall notify the Vendor of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Vendor shall, within five days after notice from the Department, provide the Department with a corrective action plan describing how the Vendor will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Vendor shall be assessed a non-performance retainage equivalent to 10% of the total invoice amount. The retainage shall be applied to the invoice for the then-current billing period. The retainage shall be withheld until the vendor resolves the deficiency. If the deficiency is subsequently resolved, the Vendor will bill the Department for the retained amount during the next billing period. If the Vendor is unable to resolve the deficiency, the

funds retained will be forfeited at the end of the agreement period.

- B. If this Agreement involves units of deliverables, then such units must be received and accepted in writing by the Contract Manager prior to payments.
- C. Bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper preaudit and postaudit thereof.
- D. The bills for any travel expenses, when authorized by terms of this Agreement and by the Department's Project Manager, shall be submitted in accordance with Section 112.061, Florida Statutes. In addition, if compensation for travel is authorized under this Agreement and by the Department's Project Manager, then the Department shall not compensate the Vendor for lodging/hotel expenses in excess of \$150.00 per day (excluding taxes and fees). The Vendor may expend their own funds to the extent the lodging/hotel expense exceeds \$150.00 per day. The Department, in its sole discretion and pursuant to its internal policies and procedures, may approve compensation to the Vendor for lodging/hotel expenses in excess of \$150.00 per day.
- E. Vendors providing goods and services to the Department should be aware of the following time frames. Upon receipt, the Department has five (5) working days to inspect and approve the goods and services, unless otherwise specified herein. The Department has twenty (20) days to deliver a request for payment (voucher) to the Department of Financial Services. The twenty (20) days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved.
- F. If a payment is not available within forty (40) days, a separate interest penalty as established pursuant to Section 215.422, Florida Statutes, shall be due and payable, in addition to the invoice amount, to the Vendor. Interest penalties of less than one (1) dollar shall not be enforced unless the Vendor requests payment. Invoices which have to be returned to a Vendor because of Vendor preparation errors shall result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.
- G. The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide eProcurement system. Pursuant to Section 287.057(22), Florida Statutes, all payments shall be assessed a transaction fee of one percent (1%), which the Vendor shall pay to the State. For payments within the State accounting system (FLAIR or its successor), the transaction fee shall, when possible, be automatically deducted from payments to the Vendor. If automatic deduction is not possible, the Vendor shall pay the transaction fee pursuant to Rule 60A-1.031 (2), Florida Administrative Code. By submission of these reports and corresponding payments, Vendor certifies their correctness. All such reports and payments shall be subject to audit by the State or its designee. The Vendor shall receive a credit for any transaction fee paid by the Vendor for the purchase of any item(s) if such item(s) are returned to the Vendor through no fault, act, or omission of the Vendor. Notwithstanding the foregoing, a transaction fee is non-refundable when an item is rejected or returned, or declined, due to the Vendor's failure to perform or comply with specifications or requirements of the Agreement. Failure to comply with these requirements shall constitute grounds for declaring the Vendor in default and recovering procurement costs from the Vendor in addition to all outstanding fees.
VENDORS DELINQUENT IN PAYING TRANSACTION FEES MAY BE EXCLUDED FROM CONDUCTING FUTURE BUSINESS WITH THE STATE.
- H. A vendor ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850)413-5516.
- I. Records of costs incurred under terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for three (3) years after final payment for the work pursuant to this Agreement is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred shall include the Vendor's general accounting records and the project records, together with supporting documents and records of the Vendor and all subcontractors performing work on the project, and all other records of the Vendor and subcontractors considered necessary by the Department for a proper audit of project costs.
- J. The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any

contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding one (1) year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years. Accordingly, the Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature.

4. INDEMNITY AND PAYMENT FOR CLAIMS

- A. **INDEMNITY:** To the extent permitted by Florida Law, the Vendor shall indemnify and hold harmless the Department, its officers and employees from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by negligence, recklessness, or intentional wrongful misconduct of the Vendor and persons employed or utilized by the Vendor in the performance of this Agreement.

It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of the Agreement to create in the public or any member thereof, a third party beneficiary hereunder, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement.

PAYMENT FOR CLAIMS: The Vendor guaranties the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Vendor or any subcontractor, in connection with the Agreement. The Department's final acceptance and payment does not release the Vendor's bond until all such claims are paid or released.

- B. **LIABILITY INSURANCE.** (Select and complete as appropriate):

No general liability insurance is required.

The Vendor shall carry and keep in force during the term of this Agreement, a general liability insurance policy or policies with a company or companies authorized to do business in Florida, affording public liability insurance with a combined bodily injury limits of at least \$200,000.00 per person and \$300,000.00 each occurrence, and property damage insurance of at least \$200,000.00 each occurrence, for the services to be rendered in accordance with this Agreement

The Vendor shall have and maintain during the term of this Agreement, a professional liability insurance policy or policies or an irrevocable letter of credit established pursuant to Chapter 675 and Section 337.106, Florida Statutes, with a company or companies authorized to do business in the State of Florida, affording liability coverage for the professional services to be rendered in accordance with this Agreement in the amount of \$ ____.

- C. **WORKERS' COMPENSATION.** The Vendor shall also carry and keep in force Workers' Compensation insurance as required for the State of Florida under the Workers' Compensation Law.

- D. **PERFORMANCE AND PAYMENT BOND.** (Select as appropriate):

No Bond is required.

Prior to commencement of any services pursuant to this Agreement and at all times during the term hereof, including renewals and extensions, the Vendor will supply to the Department and keep in force a bond provided by a surety authorized to do business in the State of Florida, payable to the Department and conditioned for the prompt, faithful, and efficient performance of this Agreement according to the terms and conditions hereof and within the time periods specified herein, and for the prompt payment of all persons furnishing labor, materials, equipment, and supplies therefor.

E CERTIFICATION.

With respect to any general liability insurance policy required pursuant to this Agreement, all such policies shall be issued by companies licensed to do business in the State of Florida. The Vendor shall provide to the Department certificates showing the required coverage to be in effect with endorsements showing the Department to be an additional insured prior to commencing any work under this Contract. Policies that include Self Insured Retention (SIR) will not be accepted. The certificates and policies shall provide that in the event of any material change in or cancellation of the policies reflecting the required coverage, thirty days advance notice shall be given to the Department or as provided in accordance with Florida law.

5. COMPLIANCE WITH LAWS

A The Vendor shall comply with Chapter 119, Florida Statutes. Specifically, the Vendor shall:

- (1) Keep and maintain public records required by the Department to perform the service.
- (2) Upon request from the Department's custodian of public records, provide the Department with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- (3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Vendor does not transfer the records to the Department.
- (4) Upon completion of the Agreement, transfer, at no cost, to the Department, all public records in possession of the Vendor or keep and maintain public records required by the Department to perform the service. If the Vendor transfers all public records to the Department upon completion of the Agreement, the Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Vendor keeps and maintains public records upon completion of the Agreement, the Vendor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Department, upon request from the Department's custodian of public records, in a format that is compatible with the information technology systems of the Department.

Failure by the Vendor to comply with Chapter 119, Florida Statutes, shall be grounds for immediate unilateral cancellation of this Agreement by the Department.

IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

Central Office

850-414-5355

COprcustodian@dot.state.fl.us

Office of the General Counsel

Florida Department of Transportation

605 Suwannee Street, MS 58

Tallahassee, Florida 32399-0458

- B. The Vendor agrees that it shall make no statements, press releases or publicity releases concerning this Agreement or its subject matter or otherwise discuss or permit to be disclosed or discussed any of the data or other information obtained or furnished in compliance with this Agreement, or any particulars thereof, during the period of the Agreement, without first notifying the Department's Contract Manager and securing prior written consent. The Vendor also agrees that it shall not publish, copyright, or patent any of the data developed under this Agreement, it being understood that such data or information are works made for hire and the property of the Department.
- C. The Vendor shall comply with all federal, state, and local laws and ordinances applicable to the work or payment for work thereof, and will not discriminate on the grounds of race, color, religion, sex, national origin, age, or disability in the performance of work under this Agreement.
- D. If the Vendor is licensed by the Department of Business and Professional Regulation to perform the services herein contracted, then Section 337.162, Florida Statutes, applies as follows:
- (1) If the Department has knowledge or reason to believe that any person has violated the provisions of state professional licensing laws or rules, it shall submit a complaint regarding the violations to the Department of Business and Professional Regulation. The complaint shall be confidential.
 - (2) Any person who is employed by the Department and who is licensed by the Department of Business and Professional Regulation and who, through the course of the person's employment, has knowledge to believe that any person has violated the provisions of state professional licensing laws or rules shall submit a complaint regarding the violations to the Department of Business and Professional Regulation. Failure to submit a complaint about the violations may be grounds for disciplinary action pursuant to Chapter 455, Florida Statutes, and the state licensing law applicable to that licensee. The complaint shall be confidential.
 - (3) Any complaints submitted to the Department of Business and Professional Regulation are confidential and exempt from Section 119.07(1), Florida Statutes, pursuant to Chapter 455, Florida Statutes, and applicable state law.
- E. The Vendor covenants and agrees that it and its employees and agents shall be bound by the standards of conduct provided in applicable law and applicable rules of the Board of Business and Professional Regulation as they relate to work performed under this Agreement. The Vendor further covenants and agrees that when a former state employee is employed by the Vendor, the Vendor shall require that strict adherence by the former state employee to Sections 112.313 and 112.3185, Florida Statutes, is a condition of employment for said former state employee. These statutes will by reference be made a part of this Agreement as though set forth in full. The Vendor agrees to incorporate the provisions of this paragraph in any subcontract into which it might enter with reference to the work performed pursuant to this Agreement.
- F. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity, may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids, proposals, or replies on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of thirty-six (36) months following the date of being placed on the convicted vendor list.
- G. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity, may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids, proposals, or replies on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity.
- H. The Department shall consider the employment by any vendor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the Vendor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this agreement.

- I. The Vendor agrees to comply with the Title VI Nondiscrimination Contract Provisions, Appendices A and E, available at <http://www.dot.state.fl.us/procurement/index.shtm>, incorporated herein by reference and made a part of this Agreement.
- J. Pursuant to Section 216.347, Florida Statutes, the vendor may not expend any State funds for the purpose of lobbying the Legislature, the judicial branch, or a state agency.
- K. Any intellectual property developed as a result of this Agreement will belong to and be the sole property of the State. This provision will survive the termination or expiration of the Agreement.
- L. The Vendor agrees to comply with s.20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with s.20.055(5), Florida Statutes.

6. TERMINATION AND DEFAULT

- A. This Agreement may be canceled by the Department in whole or in part at any time the interest of the Department requires such termination. The Department reserves the right to terminate or cancel this Agreement in the event an assignment be made for the benefit of creditors.
- B. If the Department determines that the performance of the Vendor is not satisfactory, the Department shall have the option of (a) immediately terminating the Agreement, or (b) notifying the Vendor of the deficiency with a requirement that the deficiency be corrected within a specified time, otherwise the Agreement will be terminated at the end of such time, or (c) taking whatever action is deemed appropriate by the Department.
- C. If the Department requires termination of the Agreement for reasons other than unsatisfactory performance of the Vendor, the Department shall notify the Vendor of such termination, with instructions as to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.
- D. If the Agreement is terminated before performance is completed, the Vendor shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the agreement price as the amount of work satisfactorily completed is a percentage of the total work called for by this Agreement. All work in progress shall become the property of the Department and shall be turned over promptly by the Vendor.
- E. A Vendor is ineligible to enter into a contract with the Department for goods or services of any amount if, at the time of entering into such contract, the Vendor is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel. Section 287.135, Florida Statutes, also prohibits companies from entering into a contract for goods or services of \$1 million or more that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector Lists which were created pursuant to s. 215.473, Florida Statutes. If the Department determines the Vendor submitted a false certification under Section 287.135 of the Florida Statutes, the Department shall either terminate the Contract after it has given the Vendor notice and an opportunity to demonstrate the Department's determination of false certification was in error pursuant to Section 287.135 of the Florida Statutes, or maintain the Contract if the conditions of Section 287.135 of the Florida Statutes are met.

7. ASSIGNMENT AND SUBCONTRACTS

- A. The Vendor shall maintain an adequate and competent staff so as to enable the Vendor to timely perform under this Agreement and may associate with it such subcontractors, for the purpose of its services hereunder, without additional cost to the Department, other than those costs within the limits and terms of this Agreement. The Vendor is fully responsible for satisfactory completion of all subcontracted work. The Vendor, however, shall not sublet, assign, or transfer any work under this Agreement to other than subcontractors specified in the proposal, bid, and/or Agreement without the written consent of the Department.
- B. Select the appropriate box:

- The following provision is not applicable to this Agreement:
- The following provision is hereby incorporated in and made a part of this Agreement:
- It is expressly understood and agreed that any articles that are the subject of, or required to carry out this Agreement shall be purchased from a nonprofit agency for the blind or for the severely handicapped that is qualified pursuant to Chapter 413, Florida Statutes, in the same manner and under the same procedures set forth in Section 413.036(1) and (2), Florida Statutes; and for purposes of this Agreement the person, firm, or other business entity (Vendor) carrying out the provisions of this Agreement shall be deemed to be substituted for the state agency (Department) insofar as dealings with such qualified nonprofit agency are concerned. RESPECT of Florida provides governmental agencies within the State of Florida with quality products and services produced by persons with disabilities. Available pricing, products, and delivery schedules may be obtained by contacting:

RESPECT
2475 Apalachee Pkwy
Tallahassee, Florida 32301-4946
Phone: (850)487-1471

- The following provision is hereby incorporated in and made a part of this Agreement:
It is expressly understood and agreed that any articles which are the subject of, or required to carry out this Agreement shall be purchased from the corporation identified under Chapter 946, Florida Statutes, in the same manner and under the procedures set forth in Sections 946.515(2) and (4), Florida Statutes; and for purposes of this Agreement the person, firm, or other business entity (Vendor) carrying out the provisions of this Agreement shall be deemed to be substituted for this agency (Department) insofar as dealings with such corporation are concerned. The "corporation identified" is Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE). Available pricing, products, and delivery schedules may be obtained by contacting:

PRIDE Enterprises
12425 - 28th Street, North
St. Petersburg, FL 33716-1826 (800)643-8459

- This Agreement involves the expenditure of federal funds and Section 946.515, Florida Statutes, as noted above, does not apply. However, Appendix I is applicable to all parties and is hereof made a part of this Agreement.

8. MISCELLANEOUS

- A. The Vendor and its employees, agents, representatives, or subcontractors are not employees of the Department and are not entitled to the benefits of State of Florida employees. Except to the extent expressly authorized herein, Vendor and its employees, agents, representatives, or subcontractors are not agents of the Department or the State for any purpose or authority such as to bind or represent the interests thereof, and shall not represent that it is an agent or that it is acting on the behalf of the Department or the State. The Department shall not be bound by any unauthorized acts or conduct of the Vendor or its employees, agents, representatives, or subcontractors. Vendor agrees to include this provision in all its subcontracts under this Agreement.
- B. All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.
- C. This Agreement embodies the whole agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained herein, and this Agreement shall supersede all previous communications, representations, or agreements, either verbal or written, between the parties hereto. The State of Florida terms and conditions, whether general or specific, shall take precedence over and supersede any inconsistent or conflicting provision in any attached terms and conditions of the Vendor.

- D. It is understood and agreed by the parties hereto that if any part, term or provision of this Agreement is by the courts held to be illegal or in conflict with any law of the State of Florida, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.
- E. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.
- F. In any legal action related to this Agreement, instituted by either party, the Vendor hereby waives any and all privileges and rights it may have under Chapter 47 and Section 337.19, Florida Statutes, relating to venue, as it now exists or may hereafter be amended, and any and all such privileges and rights it may have under any other statute, rule, or case law, including, but not limited to those grounded on convenience. Any such legal action may be brought in the appropriate Court in the county chosen by the Department and in the event that any such legal action is filed by the Vendor, the Vendor hereby consents to the transfer of venue to the county chosen by the Department upon the Department filing a motion requesting the same.
- G. If this Agreement involves the purchase or maintenance of information technology as defined in Section 282.0041, Florida Statutes, the selected provisions of the attached Appendix II are made a part of this Agreement.
- H. If this Agreement is the result of a formal solicitation (Invitation to Bid, Request for Proposal or Invitation to Negotiate), the Department of Management Services Forms PUR1000 and PUR1001, included in the solicitation, are incorporated herein by reference and made a part of this Agreement.
- I. The Department may grant the Vendor's employees or subconsultants access to the Department's secure networks as part of the project. In the event such employees' or subconsultants' participation in the project is terminated or will be terminated, the Vendor shall notify the Department's project manager no later than the employees' or subconsultants' separation date from participation in the project or immediately upon the Vendor acquiring knowledge of such termination of employees' or subconsultants' participation in the project, whichever occurs later.
- J. Vendor/Contractor:
1. shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Vendor/Contractor during the term of the contract; and
 2. shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.
- K. Time is of the essence as to each and every obligation under this Agreement.
- L. The following attachments are incorporated and made a part of this agreement:
Exhibit "A" Scope of Services
Exhibit "B" Method of Compensation
Exhibit "C" Price Proposal
Appendix I, Terms for Federal Aid Contracts
- M. Other Provisions:

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized officers on the day, month and year set forth above.

Florida Airfield Maintenance, JV

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

Name of Vendor

BY: DocuSigned by:
Tom Underwood
864EF06C5B5546D...
Authorized Signature
Thomas Underwood

BY: DocuSigned by:
Brad Thoburn
FF7ABD8C496C440...
Authorized Signature
Brad Thoburn

(Print/Type)

(Print/Type)

Title: CFO

Title: Assistant Secretary, Strategic Development

FOR DEPARTMENT USE ONLY

APPROVED:
DocuSigned by:
Paul Baker
8B514BEC5F574BA...

LEGAL REVIEW
DocuSigned by:
Giselle Justo
D0F39D9F5E4D418...

EXHIBIT "A"

SCOPE OF SERVICES

Statewide Airport Marking Program Florida Department of Transportation Aviation Office

I. Objective

The Florida Department of Transportation (FDOT) Aviation Office (AO) desires to implement a comprehensive Statewide Airport Marking Program (SAMP) to assist participating public-use airport facilities in Florida. Airfield pavement markings are a major component of an airport's visual navigation infrastructure. Markings provide a critical function: to serve as visual guidance for pilots, ground vehicles, and ground personnel to safely navigate and operationally maneuver within an airfield.

The objective of this program is to provide a statewide airport marking program enabling airport sponsors to procure competitively priced vendor airfield pavement marking services for paved airfield runways, taxiways, taxilanes, surface painted signs, and/or ramps/aprons by exceptionally qualified vendors with direct experience with Federal Aviation Administration airfield pavement marking projects. This program provides airports with two distinct and separate options:

1. **Airport Pavement Marking Condition Assessment Services**

and/or

2. **Airport Pavement Marking and Related Services**

It is important to note that this program is intended to save airports time in re-marking airfield pavements by eliminating the need for typical contractor procurement processes. However, the airport sponsor remains solely responsible for the engineering/surveying requirements associated with identifying the initial "starting point" for the layout of the pavement markings. No engineering or surveying services are provided under this contract. This means, for example, runway end points will not be verified for a runway marking project. Although the vendor shall be responsible for complying with required spacing, line widths, tolerances, and similar characteristics, any adjustments required in the "starting point" for the markings to be applied shall be coordinated by the airport sponsor prior to application.

The airport sponsor is solely responsible for any engineering and/or surveying requirements needed to confirm the layout and configuration of the pavement markings.

This program does not directly fund the scope of services and there is no obligation to use it. The purpose of the program is to provide a statewide contracting mechanism with pre-negotiated rates to support airports in need of a pavement marking condition assessment or procurement of qualified pavement marking contractor services.

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II. Overview

This Scope of Services describes the services to be performed in support of the SAMP. The SAMP, in general, consists of the two services which can be completed in conjunction with each other or exclusive of each other:

1. **Airport Pavement Marking Condition Assessment Services:** these services utilize qualified and certified professionals to evaluate existing airport pavement marking conditions, including marking reflectivity, conditions, dimensions, etc., and to identify pavement marking replacement needs per applicable federal, state, and industry standards. Airport pavement marking conditions are typically evaluated based on three primary characteristics: visibility, durability, and compliance.

and/or

2. **Airport Pavement Marking and Related Services:** these services utilize qualified and certified contractors with specific experience in installing airport pavement markings per applicable federal, state, and industry standards to clean existing pavement markings, remove rubber, remove existing mold/algae, reapply pavement markings, and/or similar services. Marking shall be installed in the configuration of the existing markings, unless otherwise directed by the airport sponsor prior to the field work.

The Airport Pavement Marking Condition Assessment Services are intended to provide airports with technical support through qualified professional services. If performed in conjunction with Airport Pavement Marking and Related Services, then the specific vendor team members performing the Airport Pavement Marking Condition Assessment Services must be independent of the vendor team members performing the Airport Pavement Marking and Related Services.

All services shall be performed by qualified and certified contractors with specific experience in installing airport pavement markings in accordance with the documents referenced in Section III. In conjunction with the vendor's completion of the requested services, an Independent Quality Assurance review (by a separate vendor assigned by the FDOT AO under a separate contract) may be performed to independently check the quality and accuracy of the vendor's work. Failure to meet applicable federal, state, or industry standards referenced in Section III will necessitate corrective actions by the vendor prior to payment.

In conjunction with the vendor's completion of the requested services, an Independent Quality Assurance review by a separate reviewer designated by FDOT may be performed to independently check the quality and accuracy of the vendor's work.

III. Adherence to Federal, State, & Industry Standards

With the exception of the airport-provided reference point/line (i.e. "starting point/line") for the layout of pavement markings, all vendor services shall comply with the standards contained in the following documents:

- [FAA Advisory Circular 150/5370-10H \(or most current edition\) Standards for Specifying Construction of Airports](#)
- [FAA AC 150/5340-1M \(or most current edition\) Standards for Airport Markings](#)
- [Innovative Pavement Research Foundation Report IPRF 01-G-002-05-1 Airfield Marking Handbook](#)
- [Florida Administrative Code Chapter 14-60 Airport Licensing, Registration, and Airspace Protection](#)

The airport sponsor shall retain sole responsibility for locating accurate runway end points or other reference points (or lines) to serve as the starting point for applying markings. From the given reference point identified by the airport sponsor, the vendor shall be responsible for ensuring airfield pavement markings are in accordance with the latest applicable standards. With the exception of the reference point for initiating the marking layout, the vendor shall accept sole responsibility of ensuring all work performed under this contract complies with the listed documents.

IV. Contractor Scope of Services

The following two services can be completed in conjunction with each other or exclusive of each other.

Part 1—Airport Pavement Marking Condition Assessment Services

For each Airport Pavement Marking Condition Assessment authorization under this program, the vendor shall be required to schedule and attend a pre-project meeting to ensure project expectations are well coordinated. The vendor shall also schedule and attend a post-project meeting to ensure expectations were achieved.

The vendor must provide qualified and experienced personnel to perform Airport Pavement Marking Condition Assessment services at the request of airport sponsors wishing to evaluate the condition of existing pavement markings prior to development of a scope of services for Part 2 if desired. These assessment services must be performed by qualified personnel with direct airport experience in:

- Performing objective pavement marking condition evaluations
- Determining pavement marking quantities
- Understanding pavement marking design and application

Vendor personnel should be able to demonstrate annual training and/or certification of personnel to confirm adequate understanding of airport pavement markings. Vendor personnel should have at least ten (10) years of airfield construction projects (with at least five projects in the last two years) or substantial experience installing airfield pavement markings that are representative of airport size and NPIAS classifications for the Florida Airport System.

Vendor Team Role and Qualifications

Process	Purpose	Vendor Team Member Type	Qualifications
Airport Pavement Marking Condition Assessment Services	Identify airport pavement marking deficiencies and replacement needs (determine quantity in accordance with bid form)	Pavement Marking Expert/Consultant	Registered Professional Engineer -or- Demonstrated experience in airfield pavement marking design, specifications, and condition assessments

At the request and authorization of the participating airports, vendor personnel will perform an objective pavement marking condition assessment and evaluation of the airport's airfield pavement marking assets. The vendor shall provide a technical memorandum to the airport staff summarizing the following:

- Airport pavement marking inventory, identifying limits of assessment
- Airport Pavement Marking Condition Assessment report, identifying the condition of the existing pavement markings (including reflectivity) per applicable standards
- Recommended Airport Pavement Marking Repair Program, identifying the Scope of Services and corresponding quantities in accordance with the items contained in **Exhibit "C" Price Proposal** and defined below:

	Item	Item Description	Unit	Method of Measurement
1	CA-100-1-1	Condition Assessment of Markings – Commercial Service Airports	Per SF	Number of Square Feet (SF) of existing airfield pavement markings to be evaluated
2	CA-100-1-2	Condition Assessment of Markings – General Aviation Airports	Per SF	Number of SF of existing airfield pavement markings to be evaluated

There is no requirement for airport sponsors to request an Airport Pavement Marking Condition Assessment. If one is not requested, then it is recommended that airport sponsors otherwise provide confirmation of quantities and supporting documentation for the Airport Pavement Marking and Related Services to be performed in Part 2.

Part 2—Airport Pavement Marking and Related Services:

For each Airport Pavement Marking and Related Services authorization under this program, the vendor must provide qualified and experienced personnel to perform the various services identified in **Exhibit "C"**. Vendor personnel submittal of a Contractor Experience Form, Experience in Pavement Markings ([FDOT Form 850-070-06](#)) is required to be submitted with the bid proposal. Additionally vendors must have direct experience with airport pavement marking projects and have successfully demonstrated successful execution of pavement

marking construction in strict adherence to the FAA AC 150/5370-10 (latest edition) *Standards for Specifying Construction of Airports* with specific understanding of the following items:

- Section 100 Contractor Quality Control Program
- Section 105 Mobilization
- Item P-101 Surface Preparation
- Item P-620 Runway and Taxiway Marking

Vendor Team Role and Qualifications

Process	Purpose	Vendor Team Member Type	Qualifications
Airport Pavement Marking and Related Services	Construct new pavement markings in general accordance with 150/5340-1 and 150/5370-10 (current editions)	Pavement Marking Contractor	Contractor with experience in the placement of airfield pavement marking features in accordance with FAA AC 150/5370-10 (current edition)

The vendor will provide individual and specific price proposals for each of the state's seven (7) FDOT Districts to perform the specific pay items identified in **Exhibit "C"**. Pay items identified and procured through **Exhibit "C"** shall conform to the standards cited in Section III. The pay items shall be defined and measured as follows:

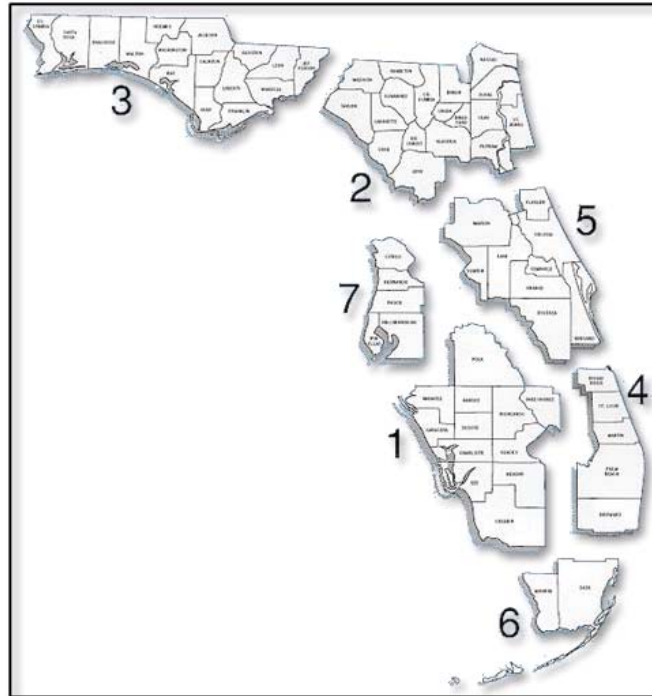
	Item	Item Description	Unit	Method of Measurement
1	P-101-5-1	Rubber Removal	Per SF	Number of Square Feet (SF) in area designated for rubber removal
2	P-101-5-2	Cleaning of Existing Markings	Per SF	Number of SF in the area(s) designated for rubber removal
3	P-101-5-2	Surface Preparation	Per SF	Number of SF of Surface Preparation, excluding areas measured under Cleaning of Existing Markings
4	P-101-5-3	Paint Removal (Grinding)	Per SF	Number of SF in the area(s) designated for Paint Removal by Grinding
5	P-101-5-4	Paint Removal (Water blasting)	Per SF	Number of SF in the area(s) designated for Paint Removal by water blasting
6	P-620-1-1	Runway/Taxiway Painting – White	Per SF	Number of SF of white paint applied (reflective media measured and paid for separately)
7	P-620-1-2	Runway/Taxiway Painting – Yellow	Per SF	Number of SF of yellow paint applied (reflective media measured and paid for
8	P-620-1-3	Runway/Taxiway Painting – Black	Per SF	Number of SF of black paint applied (no reflective media)
9	P-620-1-4	Runway/Taxiway Painting – Red	Per SF	Number of SF of red paint applied (no reflective media)
10	P-620-1-5	Runway/Taxiway Painting – Green	Per SF	Number of SF of green paint applied (no reflective media)
11	P-620-1-6	Runway/Taxiway Painting – Temporary, Primer Coat	Per SF	Number of SF of temporary paint applied in a primer coat (reflective media measured and paid separately)
12	P-620-2-1	Reflective Media – Type I	Per SF	Number of SF of Type I reflective media applied to paint
13	P-620-2-2	Reflective Media – Type III	Per SF	Number of SF of Type III reflective media applied to paint
14	P-620-3-1-1	Paint Enhancements – Biocide Additive	Per SF	Number of SF of marking receiving the enhancements
15	P-620-3-1-2	Paint Enhancements – Rust Discoloration	Per SF	Number of SF of marking receiving the enhancements
16	P-620-4-1	Surface Painted Signs - Waterborne	Per SF	Number of SF of surface painted signs
17	P-620-4-2	Surface Painted Signs - Preformed Thermoplastic	Per SF	Number of SF of surface painted signs
18	P-620-5-2	Nighttime Marking Work Required due to Airport	Per SF	Number of SF of all pavement areas receiving paint

Upon summing the Part 2 costs from the pay items above, a Mobilization amount shall be added to the Part 2 costs for each District. This Mobilization Cost shall equal the product of the vendor-submitted Mobilization percentage multiplied by the sum of the Part 2 costs.

19	S-105-1-1 Mobilization	%	This percentage of the Part 2 subtotal shall be added to the Part 2 price
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The vendor must provide a price proposal for each district that considers all geographical factors for accessing publicly owned, public-use airport facilities. The FDOT Districts are defined as follows:

District Number	District Description	District Counties
1	Southwest Florida	Charlotte, Collier, De Soto, Glades, Hardee, Hendry, Highlands, Lee, Manatee, Okeechobee, Polk, and Sarasota
2	Northeast Florida	Alachua, Baker, Bradford, Clay, Columbia, Dixie, Duval, Gilchrist, Hamilton, Lafayette, Levy, Madison, Nassau, Putnam, St. Johns, Suwannee, Taylor, and Union
3	Northwest Florida	Bay, Calhoun, Escambia, Franklin, Gadsden, Gulf, Holmes, Jackson, Jefferson, Leon, Liberty, Okaloosa, Santa Rosa, Wakulla, Walton, and Washington
4	Southeast Florida	Broward, Indian River, Martin, Palm Beach, and St. Lucie
5	Central Florida	Brevard, Flagler, Lake, Marion, Orange, Osceola, Seminole, Sumter, and Volusia
6	South Florida	Miami-Dade and Monroe
7	West Central Florida	Citrus, Hernando, Hillsborough, Pasco, and Pinellas



In addition, the vendor will provide with their proposal a copy of their unique internal Quality Control (QC) Plan. The plan shall include a detailed QC checklist to be applied to every authorized project to monitor conformance with the standards cited in Section III. The QC checklist shall document existing conditions, equipment used, weather conditions, calibration efforts, thickness/coverage checks, reflectivity characteristics, and other features of the project.

Upon submitting an estimate of the work to the airport sponsor and obtaining authorization to perform the project, the vendor shall coordinate an anticipated work schedule with airport staff which considers operational availability and limitations as identified by the airport. The vendor shall prepare and submit to the airport sponsor and the FDOT AO (or the FDOT AO's designated Independent Quality Assurance [IQA] representative) a proposed work schedule no less than 30 days prior to mobilizing to the site. The work schedule shall include anticipated dates/times for a pre-project meeting, crew mobilization, airfield areas to be worked on, completion of work, anticipated IQA field review, and post-project close-out meeting. The vendor shall also be required to schedule and attend the pre-project meeting to ensure schedules and expectations are well coordinated.

Upon project completion, an Independent Quality Assurance review (by a separate IQA vendor assigned by the FDOT AO under a separate contract) will be performed to independently confirm the quality and accuracy of the vendor's work in accordance with the standards referenced in Section III. Failure to meet applicable federal, state, or industry standards referenced in Section III will be documented as applicable and will necessitate corrective actions by the vendor prior to payment. The QC checklist shall be completed by the vendor, certified by a vendor representative as accurate, and provided as a deliverable to the airport sponsor for each authorized project prior to payment.

The project work schedule is intended to schedule the IQA field review immediately upon completion such that any deficiencies may be addressed by the vendor prior to demobilizing, subject to weather or other airport operational limitations. In the event the vendor is unable to maintain the submitted work schedule, the IQA review will be rescheduled based on the availability of the designated IQA representative.

Following the completion of the project and the application of corrective measures as applicable, the vendor shall also schedule and attend a post-project meeting with the airport sponsor and the IQA representative to ensure expectations were achieved.

V. Additional Considerations

The following conditions shall apply to this program:

- Proposals shall include an internal Quality Control (QC) plan unique for the vendor.
- Each vendor submitting a proposal shall include a separate pricing sheet for each of the seven (7) individual Districts.
- No separate payment shall be made for pre-application (pre-project) and post-application (post-project) meetings.
- No separate payment shall be made for internal Quality Control monitoring and deliverables.
- The vendor reserves the right to decline executing projects in which costs total less than \$10,000.
- Work schedules may be submitted directly to the FDOT AO's designated Independent Quality Assurance (IQA) representative upon FDOT AO concurrence. Work schedules are prior no less than 30 days prior to the anticipated start of work.
- It is understood that the vendor is not an engineer and is therefore not responsible for developing a technical marking plan for the airport. As such, the vendor shall not be responsible for wholesale changes in the existing marking configuration unless directed by and coordinated with the airport sponsor prior to beginning the project. However, the vendor shall be solely responsible for ensuring proper line widths, spacing, radii, etc. within FAA tolerances for the existing marking configuration or as otherwise provided by the airport prior to the work.
- The vendor shall be advised that each project will be subject to verification and acceptance by an Independent Quality Assurance (IQA) representative designated and separately contracted by the FDOT AO.
- In addition to submitting a completed and certified internal Quality Control (QC) checklist, deficiencies identified in the IQA review shall be corrected at no additional cost prior to receiving final payment.

EXHIBIT “C” – PRICE PROPOSAL FORM

An individual price proposal form must be submitted for each of the seven (7) FDOT Districts. The vendor is required to provide a unit price for each work item listed and a percentage for mobilization (e.g. entered as “0.08” for 8.00 percent). Extended bid prices will be determined by multiplying the unit bid price by the respective “assumed quantity” listed for each item.

The vendor shall be advised that the “Weighting Factor” in the price proposal form are for reference only. These factors are only provided for purposes of evaluating bid proposals and the Department makes no guarantee on the actual quantities to be awarded.

The mobilization percentage submitted shall be multiplied by the sum of the extended bid prices for Part 2 and the product shall be added to the sum of extended bid prices to determine the vendor’s proposed total.

An MS Excel file is provided as an attachment to this solicitation for vendor use in submitting their unique bid for each of the seven (7) FDOT Districts. A sample of the spreadsheet is shown on the following page.

EXHIBIT "B"

METHOD OF COMPENSATION

I. Purpose

This Exhibit defines the limits and method of compensation to be made to the Vendor for services set forth in **Exhibit A** and the method by which payments shall be made.

II. Assignment of Work

Vendor services shall be requested by the airport sponsor on an as-needed basis. Services to be provided on each project will be initiated and completed as directed by the requesting facility's Project Manager or Owner's Authorized Representative. A "Letter of Authorization" will be issued for each project scheduled.

III. Compensation

There is no Budgetary Ceiling; funds will be encumbered for each Letter of Authorization. This is a Term Contract for an Indefinite Quantity whereby the vendor agrees to furnish services during a prescribed time-period. The specific time-period completes such a contract. The customer will authorize services based on need and availability of budget. Execution of this Agreement does not guarantee that the work will be authorized.

IV. Establishment of Letter of Authorization Amount

For each "Letter of Authorization" (LOA) and following the Scope of Services as set forth in **Exhibit "A"**, the Vendor shall prepare an estimate of work and price based on the rates established in **Exhibit "C"**. Once an acceptable Maximum Amount has been agreed upon by the vendor and the airport sponsor, a "Letter of Authorization" shall be issued by the airport sponsor. The airport sponsor shall obtain fund approval for each authorization by an approved encumbrance prior to issuing the "Letter of Authorization."

V. Progress Payments

The vendor shall submit monthly invoices to the customer in a format acceptable to the airport sponsor. For the satisfactory performance as determined by the independent quality assurance for the services detailed in each "Letter of Authorization," the vendor shall be paid up to the maximum amount of each authorization. Payment for services shall be made at the contract rates in **Exhibit "C"** for the actual work performed, accepted, and measured in the field. The contract rates shall include the costs of salaries, overhead, fringe benefits and operating margin.

VI. Details of Unit Rates

Details of unit rates for the performance of the Vendor's services set forth in **Exhibit "A"** are contained in **Exhibit "C"**, attached hereto and made a part hereof.

VII. Tangible Personal Property

This contract does not involve the purchase of Tangible Personal Property, as defined in Chapter 273, F.S. inventory control label(s) to be affixed to all property. The Vendor will accommodate physical inventories required by the Department.

EXHIBIT C - PRICE PROPOSAL FORM

FDOT District: **1**

1. Airport Pavement Marking Condition Assessment Services:

Item Number	Item Description	Unit Price	Unit of Measure	Weighting Factor	Extended Bid Price
CA-100-1-1	Condition Assessment of Markings – Commercial Service Airports	\$ 0.04	per SF (Note 1)	200	\$ 8.00
CA-100-1-2	Condition Assessment of Markings – General Aviation Airports	\$ 0.08	per SF (Note 1)	180	\$ 14.40
Part 1 - Subtotal:					\$ 22.40

2. Airport Pavement Marking and Related Services:

Item Number	Item Description	Unit of Measure	Weighting Factor	Extended Bid Price	
P-101-5-1	Rubber Removal	\$ 0.01 per SF (Note 2)	800	\$ 8.00	
P-101-5-2	Cleaning of Existing Markings	\$ 0.15 per SF (Note 2)	400	\$ 60.00	
P-101-5-3	Surface Preparation	\$ 0.01 per SF (Note 2)	400	\$ 4.00	
P-101-5-4	Paint Removal (Grinding)	\$ 0.40 per SF (Note 2)	20	\$ 8.00	
P-101-5-5	Paint Removal (Waterblasting)	\$ 1.35 per SF (Note 2)	20	\$ 27.00	
P-620-1-1	Runway/Taxiway Painting – White	\$ 0.27 per SF (Note 3)	300	\$ 81.00	
P-620-1-2	Runway/Taxiway Painting – Yellow	\$ 0.27 per SF (Note 3)	180	\$ 48.60	
P-620-1-3	Runway/Taxiway Painting – Black	\$ 0.30 per SF (Note 3)	150	\$ 45.00	
P-620-1-4	Runway/Taxiway Painting – Red	\$ 0.20 per SF (Note 3)	10	\$ 2.00	
P-620-1-5	Runway/Taxiway Painting – Green	\$ 0.20 per SF (Note 3)	10	\$ 2.00	
P-620-1-6	Runway/Taxiway Painting – Temporary, Primer Coat	\$ 0.10 per SF (Note 3)	160	\$ 16.00	
P-620-2-1	Reflective Media – Type I	\$ 0.50 per SF (Note 4)	100	\$ 50.00	
P-620-2-2	Reflective Media – Type III	\$ 0.70 per SF (Note 4)	100	\$ 70.00	
P-620-3-1-1	Paint Enhancements – Biocide Additive	\$ 0.10 per SF (Note 5)	160	\$ 16.00	
P-620-3-1-2	Paint Enhancements – Rust Discoloration Formulation	\$ 0.10 per SF (Note 5)	30	\$ 3.00	
P-620-4-1	Surface Painted Signs - Waterborne	\$ 0.75 per SF (Note 6)	30	\$ 22.50	
P-620-4-2	Surface Painted Signs - Performed Thermoplastic	\$ 16.00 per SF (Note 6)	1	\$ 16.00	
P-620-5-2	Nighttime Marking Work Required due to Airport Schedule	\$ 0.15 per SF (Note 7)	200	\$ 30.00	
Subtotal:					\$ 509.10
S-105-1-1	Mobilization	10.00000% Percent (Note 8)		\$ 50.91	
Part 2 Subtotal:					\$ 560.01

Notes:

1. Per SF of all existing markings to be evaluated
2. Per SF of areas to be treated per each method
3. Per SF of markings applied per respective color
4. Per SF of markings receiving reflective media
5. Per SF of markings receiving the enhancement
6. Per SF of surface painted sign
7. Per SF for sum of all areas receiving paint (does not consider surface treatment or rubber removal quantities)
8. Mobilization shall be added to the only to the Part 2 Subtotal at the percentage indicated in the bid.
9. Price proposal includes compliance with FAA AC 150/5370-10 (current edition) and AC 150/5340-1 (current condition), except as noted.

Sum Part 1 & Part 2: **\$ 582.41**

EXHIBIT C - PRICE PROPOSAL FORM



FDOT District: **2**

1. Airport Pavement Marking Condition Assessment Services:

Item Number	Item Description	Unit Price	Unit of Measure	Weighting Factor	Extended Bid Price
CA-100-1-1	Condition Assessment of Markings – Commercial Service Airports	\$ 0.04	per SF (Note 1)	200	\$ 8.00
CA-100-1-2	Condition Assessment of Markings – General Aviation Airports	\$ 0.08	per SF (Note 1)	180	\$ 14.40
Part 1 - Subtotal:					\$ 22.40

2. Airport Pavement Marking and Related Services:

Item Number	Item Description	Unit of Measure	Weighting Factor	Extended Bid Price
P-101-5-1	Rubber Removal	\$ 0.01 per SF (Note 2)	800	\$ 8.00
P-101-5-2	Cleaning of Existing Markings	\$ 0.15 per SF (Note 2)	400	\$ 60.00
P-101-5-3	Surface Preparation	\$ 0.01 per SF (Note 2)	400	\$ 4.00
P-101-5-4	Paint Removal (Grinding)	\$ 0.40 per SF (Note 2)	20	\$ 8.00
P-101-5-5	Paint Removal (Waterblasting)	\$ 1.35 per SF (Note 2)	20	\$ 27.00
P-620-1-1	Runway/Taxiway Painting – White	\$ 0.27 per SF (Note 3)	300	\$ 81.00
P-620-1-2	Runway/Taxiway Painting – Yellow	\$ 0.27 per SF (Note 3)	180	\$ 48.60
P-620-1-3	Runway/Taxiway Painting – Black	\$ 0.30 per SF (Note 3)	150	\$ 45.00
P-620-1-4	Runway/Taxiway Painting – Red	\$ 0.20 per SF (Note 3)	10	\$ 2.00
P-620-1-5	Runway/Taxiway Painting – Green	\$ 0.20 per SF (Note 3)	10	\$ 2.00
P-620-1-6	Runway/Taxiway Painting – Temporary, Primer Coat	\$ 0.10 per SF (Note 3)	160	\$ 16.00
P-620-2-1	Reflective Media – Type I	\$ 0.50 per SF (Note 4)	100	\$ 50.00
P-620-2-2	Reflective Media – Type III	\$ 0.70 per SF (Note 4)	100	\$ 70.00
P-620-3-1-1	Paint Enhancements – Biocide Additive	\$ 0.10 per SF (Note 5)	160	\$ 16.00
P-620-3-1-2	Paint Enhancements – Rust Discoloration Formulation	\$ 0.10 per SF (Note 5)	30	\$ 3.00
P-620-4-1	Surface Painted Signs - Watertone	\$ 0.75 per SF (Note 6)	30	\$ 22.50
P-620-4-2	Surface Painted Signs - Preformed Thermoplastic	\$ 16.00 per SF (Note 6)	1	\$ 16.00
P-620-5-2	Nighttime Marking Work Required due to Airport Schedule	\$ 0.15 per SF (Note 7)	200	\$ 30.00
Subtotal:				\$ 509.10
S-105-1-1	Mobilization	10.00000% Percent (Note 8)		\$ 50.91
Part 2 Subtotal:				\$ 560.01

Notes:

- Per SF of all existing markings to be evaluated
- Per SF of areas to be treated per each method
- Per SF of markings applied per respective color
- Per SF of markings receiving reflective media
- Per SF of markings receiving the enhancement
- Per SF of surface painted sign
- Per SF for sum of all areas receiving paint (does not consider surface treatment or rubber removal quantities)
- Mobilization shall be added to the only to the Part 2 Subtotal at the percentage indicated in the bid.
- Price proposal includes compliance with FAA AC 150/5370-10 (current edition) and AC 150/5340-1 (current condition), except as noted.

Sum Part 1 & Part 2: **\$ 582.41**

EXHIBIT C - PRICE PROPOSAL FORM

FDOT District: **3**

1. Airport Pavement Marking Condition Assessment Services:

Item Number	Item Description	Unit Price	Unit of Measure	Weighting Factor	Extended Bid Price
CA-100-1-1	Condition Assessment of Markings – Commercial Service Airports	\$ 0.04	per SF (Note 1)	200	\$ 8.00
CA-100-1-2	Condition Assessment of Markings – General Aviation Airports	\$ 0.08	per SF (Note 1)	180	\$ 14.40
Part 1 - Subtotal:					\$ 22.40

2. Airport Pavement Marking and Related Services:

Item Number	Item Description	Unit of Measure	Weighting Factor	Extended Bid Price	
P-101-5-1	Rubber Removal	\$ 0.01 per SF (Note 2)	800	\$ 8.00	
P-101-5-2	Cleaning of Existing Markings	\$ 0.15 per SF (Note 2)	400	\$ 60.00	
P-101-5-3	Surface Preparation	\$ 0.01 per SF (Note 2)	400	\$ 4.00	
P-101-5-4	Paint Removal (Grinding)	\$ 0.40 per SF (Note 2)	20	\$ 8.00	
P-101-5-5	Paint Removal (Waterblasting)	\$ 1.35 per SF (Note 2)	20	\$ 27.00	
P-620-1-1	Runway/Taxiway Painting – White	\$ 0.27 per SF (Note 3)	300	\$ 81.00	
P-620-1-2	Runway/Taxiway Painting – Yellow	\$ 0.27 per SF (Note 3)	180	\$ 48.60	
P-620-1-3	Runway/Taxiway Painting – Black	\$ 0.30 per SF (Note 3)	150	\$ 45.00	
P-620-1-4	Runway/Taxiway Painting – Red	\$ 0.20 per SF (Note 3)	10	\$ 2.00	
P-620-1-5	Runway/Taxiway Painting – Green	\$ 0.20 per SF (Note 3)	10	\$ 2.00	
P-620-1-6	Runway/Taxiway Painting – Temporary, Primer Coat	\$ 0.10 per SF (Note 3)	160	\$ 16.00	
P-620-2-1	Reflective Media – Type I	\$ 0.50 per SF (Note 4)	100	\$ 50.00	
P-620-2-2	Reflective Media – Type III	\$ 0.70 per SF (Note 4)	100	\$ 70.00	
P-620-3-1-1	Paint Enhancements – Biocide Additive	\$ 0.10 per SF (Note 5)	160	\$ 16.00	
P-620-3-1-2	Paint Enhancements – Rust Discoloration Formulation	\$ 0.10 per SF (Note 5)	30	\$ 3.00	
P-620-4-1	Surface Painted Signs - Waterborne	\$ 0.75 per SF (Note 6)	30	\$ 22.50	
P-620-4-2	Surface Painted Signs - Preformed Thermoplastic	\$ 16.00 per SF (Note 6)	1	\$ 16.00	
P-620-5-2	Nighttime Marking Work Required due to Airport Schedule	\$ 0.15 per SF (Note 7)	200	\$ 30.00	
Subtotal:					\$ 509.10
S-105-1-1	Mobilization	10.00000% Percent (Note 8)		\$ 50.91	
Part 2 Subtotal:					\$ 560.01
Sum Part 1 & Part 2:				\$ 582.41	

Notes:

- Per SF of all existing markings to be evaluated
- Per SF of areas to be treated per each method
- Per SF of markings applied per respective color
- Per SF of markings receiving reflective media
- Per SF of markings receiving the enhancement
- Per SF of surface painted sign
- Per SF for sum of all areas receiving paint (does not consider surface treatment or rubber removal quantities)
- Mobilization shall be added to the only to the Part 2 Subtotal at the percentage indicated in the bid.
- Price proposal includes compliance with FAA AC 150/5370-10 (current edition) and AC 150/5340-1 (current condition), except as noted.

EXHIBIT C - PRICE PROPOSAL FORM

FDOT District: **4**

1. Airport Pavement Marking Condition Assessment Services:

Item Number	Item Description	Unit Price	Unit of Measure	Weighting Factor	Extended Bid Price
CA-100-1-1	Condition Assessment of Markings – Commercial Service Airports	\$ 0.04	per SF (Note 1)	200	\$ 8.00
CA-100-1-2	Condition Assessment of Markings – General Aviation Airports	\$ 0.08	per SF (Note 1)	180	\$ 14.40
Part 1 - Subtotal:					\$ 22.40

2. Airport Pavement Marking and Related Services:

Item Number	Item Description	Unit of Measure	Weighting Factor	Extended Bid Price	
P-101-5-1	Rubber Removal	\$ 0.01 per SF (Note 2)	800	\$ 8.00	
P-101-5-2	Cleaning of Existing Markings	\$ 0.15 per SF (Note 2)	400	\$ 60.00	
P-101-5-3	Surface Preparation	\$ 0.01 per SF (Note 2)	400	\$ 4.00	
P-101-5-4	Paint Removal (Grinding)	\$ 0.40 per SF (Note 2)	20	\$ 8.00	
P-101-5-5	Paint Removal (Waterblasting)	\$ 1.35 per SF (Note 2)	20	\$ 27.00	
P-620-1-1	Runway/Taxiway Painting – White	\$ 0.27 per SF (Note 3)	300	\$ 81.00	
P-620-1-2	Runway/Taxiway Painting – Yellow	\$ 0.27 per SF (Note 3)	190	\$ 48.60	
P-620-1-3	Runway/Taxiway Painting – Black	\$ 0.30 per SF (Note 3)	150	\$ 45.00	
P-620-1-4	Runway/Taxiway Painting – Red	\$ 0.20 per SF (Note 3)	10	\$ 2.00	
P-620-1-5	Runway/Taxiway Painting – Green	\$ 0.20 per SF (Note 3)	10	\$ 2.00	
P-620-1-6	Runway/Taxiway Painting – Temporary, Primer Coat	\$ 0.10 per SF (Note 3)	160	\$ 16.00	
P-620-2-1	Reflective Media – Type I	\$ 0.50 per SF (Note 4)	100	\$ 50.00	
P-620-2-2	Reflective Media – Type III	\$ 0.70 per SF (Note 4)	100	\$ 70.00	
P-620-3-1-1	Paint Enhancements – Biocide Additive	\$ 0.10 per SF (Note 5)	160	\$ 16.00	
P-620-3-1-2	Paint Enhancements – Rust Discoloration Formulation	\$ 0.10 per SF (Note 5)	30	\$ 3.00	
P-620-4-1	Surface Painted Signs - Waterborne	\$ 0.75 per SF (Note 6)	30	\$ 22.50	
P-620-4-2	Surface Painted Signs - Preformed Thermoplastic	\$ 16.00 per SF (Note 6)	1	\$ 16.00	
P-620-5-2	Nighttime Marking Work Required due to Airport Schedule	\$ 0.15 per SF (Note 7)	200	\$ 30.00	
Subtotal:					\$ 509.10
S-105-1-1	Mobilization	10.00000% Percent (Note 8)		\$ 50.91	
Part 2 Subtotal:					\$ 560.01
Sum Part 1 & Part 2:					\$ 582.41

Notes:

- Per SF of all existing markings to be evaluated
- Per SF of areas to be treated per each method
- Per SF of markings applied per respective color
- Per SF of markings receiving reflective media
- Per SF of markings receiving the enhancement
- Per SF of surface painted sign
- Per SF for sum of all areas receiving paint (does not consider surface treatment or rubber removal quantities)
- Mobilization shall be added to the only to the Part 2 Subtotal at the percentage indicated in the bid.
- Price proposal includes compliance with FAA AC 150/5370-10 (current edition) and AC 150/5340-1 (current condition), except as noted.

EXHIBIT C - PRICE PROPOSAL FORM



FDOT District: **5**

1. Airport Pavement Marking Condition Assessment Services:

Item Number	Item Description	Unit Price	Unit of Measure	Weighting Factor	Extended Bid Price
CA-100-1-1	Condition Assessment of Markings – Commercial Service Airports	\$ 0.04	per SF (Note 1)	200	\$ 8.00
CA-100-1-2	Condition Assessment of Markings – General Aviation Airports	\$ 0.08	per SF (Note 1)	180	\$ 14.40
Part 1 - Subtotal:					\$ 22.40

2. Airport Pavement Marking and Related Services:

Item Number	Item Description	Unit of Measure	Weighting Factor	Extended Bid Price	
P-101-5-1	Rubber Removal	0.01 per SF (Note 2)	800	\$ 8.00	
P-101-5-2	Cleaning of Existing Markings	0.15 per SF (Note 2)	400	\$ 60.00	
P-101-5-3	Surface Preparation	0.01 per SF (Note 2)	400	\$ 4.00	
P-101-5-4	Paint Removal (Grinding)	0.40 per SF (Note 2)	20	\$ 8.00	
P-101-5-5	Paint Removal (Waterblasting)	1.35 per SF (Note 2)	20	\$ 27.00	
P-620-1-1	Runway/Taxiway Painting – White	0.27 per SF (Note 3)	300	\$ 81.00	
P-620-1-2	Runway/Taxiway Painting – Yellow	0.27 per SF (Note 3)	180	\$ 48.60	
P-620-1-3	Runway/Taxiway Painting – Black	0.30 per SF (Note 3)	150	\$ 45.00	
P-620-1-4	Runway/Taxiway Painting – Red	0.20 per SF (Note 3)	10	\$ 2.00	
P-620-1-5	Runway/Taxiway Painting – Green	0.20 per SF (Note 3)	10	\$ 2.00	
P-620-1-6	Runway/Taxiway Painting – Temporary, Primer Coat	0.10 per SF (Note 3)	160	\$ 16.00	
P-620-2-1	Reflective Media – Type I	0.50 per SF (Note 4)	100	\$ 50.00	
P-620-2-2	Reflective Media – Type III	0.70 per SF (Note 4)	100	\$ 70.00	
P-620-3-1-1	Paint Enhancements – Biocide Additive	0.10 per SF (Note 5)	160	\$ 16.00	
P-620-3-1-2	Paint Enhancements – Rust Discoloration Formulation	0.10 per SF (Note 5)	30	\$ 3.00	
P-620-4-1	Surface Painted Signs - Waterborne	0.75 per SF (Note 6)	30	\$ 22.50	
P-620-4-2	Surface Painted Signs - Performed Thermoplastic	16.00 per SF (Note 6)	1	\$ 16.00	
P-620-5-2	Nighttime Marking Work Required due to Airport Schedule	0.15 per SF (Note 7)	200	\$ 30.00	
Subtotal:					\$ 509.10
S-105-1-1	Mobilization	10.0000% Percent (Note 8)		\$ 50.91	
Part 2 Subtotal:					\$ 560.01

Notes:

- Per SF of all existing markings to be evaluated
- Per SF of areas to be treated per each method
- Per SF of markings applied per respective color
- Per SF of markings receiving reflective media
- Per SF of markings receiving the enhancement
- Per SF of surface painted sign
- Per SF for sum of all areas receiving paint (does not consider surface treatment or rubber removal quantities)
- Mobilization shall be added to the only to the Part 2 Subtotal at the percentage indicated in the bid.
- Price proposal includes compliance with FAA AC 150/5370-10 (current edition) and AC 150/5340-1 (current condition), except as noted.

Sum Part 1 & Part 2: **\$ 582.41**

EXHIBIT C - PRICE PROPOSAL FORM

FDOT District: 6

1. Airport Pavement Marking Condition Assessment Services:

Item Number	Item Description	Unit Price	Unit of Measure	Weighting Factor	Extended Bid Price
CA-100-1-1	Condition Assessment of Markings – Commercial Service Airports	\$ 0.04	per SF (Note 1)	200	\$ 8.00
CA-100-1-2	Condition Assessment of Markings – General Aviation Airports	\$ 0.08	per SF (Note 1)	180	\$ 14.40
Part 1 - Subtotal:					\$ 22.40

2. Airport Pavement Marking and Related Services:

Item Number	Item Description	Unit of Measure	Weighting Factor	Extended Bid Price
P-101-5-1	Rubber Removal	\$ 0.01	per SF (Note 2)	\$ 8.00
P-101-5-2	Cleaning of Existing Markings	\$ 0.15	per SF (Note 2)	\$ 60.00
P-101-5-3	Surface Preparation	\$ 0.01	per SF (Note 2)	\$ 4.00
P-101-5-4	Paint Removal (Grinding)	\$ 0.40	per SF (Note 2)	\$ 8.00
P-101-5-5	Paint Removal (Waterblasting)	\$ 1.35	per SF (Note 2)	\$ 27.00
P-620-1-1	Runway/Taxiway Painting – White	\$ 0.27	per SF (Note 3)	\$ 81.00
P-620-1-2	Runway/Taxiway Painting – Yellow	\$ 0.27	per SF (Note 3)	\$ 81.00
P-620-1-3	Runway/Taxiway Painting – Black	\$ 0.30	per SF (Note 3)	\$ 45.00
P-620-1-4	Runway/Taxiway Painting – Red	\$ 0.20	per SF (Note 3)	\$ 2.00
P-620-1-5	Runway/Taxiway Painting – Green	\$ 0.20	per SF (Note 3)	\$ 2.00
P-620-1-6	Runway/Taxiway Painting – Temporary, Primer Coat	\$ 0.10	per SF (Note 3)	\$ 16.00
P-620-2-1	Reflective Media – Type I	\$ 0.50	per SF (Note 4)	\$ 50.00
P-620-2-2	Reflective Media – Type III	\$ 0.70	per SF (Note 4)	\$ 70.00
P-620-3-1-1	Paint Enhancements – Biocide Additive	\$ 0.10	per SF (Note 5)	\$ 16.00
P-620-3-1-2	Paint Enhancements – Rust Discoloration Formulation	\$ 0.10	per SF (Note 5)	\$ 3.00
P-620-4-1	Surface Painted Signs - Waterborne	\$ 0.75	per SF (Note 6)	\$ 22.50
P-620-4-2	Surface Painted Signs - Preformed Thermoplastic	\$ 16.00	per SF (Note 6)	\$ 16.00
P-620-5-2	Nighttime Marking Work Required due to Airport Schedule	\$ 0.15	per SF (Note 7)	\$ 30.00
Subtotal:				\$ 509.10
S-105-1-1	Mobilization	10.00000%	Percent (Note 8)	\$ 50.91
Part 2 Subtotal:				\$ 560.01
Sum Part 1 & Part 2:				\$ 582.41

Notes:

1. Per SF of all existing markings to be evaluated
2. Per SF of areas to be treated per each method
3. Per SF of markings applied per respective color
4. Per SF of markings receiving reflective media
5. Per SF of markings receiving the enhancement
6. Per SF of surface painted sign
7. Per SF for sum of all areas receiving paint (does not consider surface treatment or rubber removal quantities)
8. Mobilization shall be added to the only to the Part 2 Subtotal at the percentage indicated in the bid.
9. Price proposal includes compliance with FAA AC 150/5370-10 (current edition) and AC 150/5340-1 (current condition), except as noted.

EXHIBIT C - PRICE PROPOSAL FORM

FDOT District: **7**

1. Airport Pavement Marking Condition Assessment Services:

Item Number	Item Description	Unit Price	Unit of Measure	Weighting Factor	Extended Bid Price
CA-100-1-1	Condition Assessment of Markings – Commercial Service Airports	\$ 0.04	per SF (Note 1)	200	\$ 8.00
CA-100-1-2	Condition Assessment of Markings – General Aviation Airports	\$ 0.08	per SF (Note 1)	180	\$ 14.40
Part 1 - Subtotal:					\$ 22.40

2. Airport Pavement Marking and Related Services:

Item Number	Item Description	Unit of Measure	Weighting Factor	Extended Bid Price	
P-101-5-1	Rubber Removal	per SF (Note 2)	800	\$ 8.00	
P-101-5-2	Cleaning of Existing Markings	per SF (Note 2)	400	\$ 60.00	
P-101-5-3	Surface Preparation	per SF (Note 2)	400	\$ 4.00	
P-101-5-4	Paint Removal (Grinding)	per SF (Note 2)	20	\$ 8.00	
P-101-5-5	Paint Removal (Waterblasting)	per SF (Note 2)	20	\$ 27.00	
P-620-1-1	Runway/Taxiway Painting – White	per SF (Note 3)	300	\$ 81.00	
P-620-1-2	Runway/Taxiway Painting – Yellow	per SF (Note 3)	180	\$ 48.60	
P-620-1-3	Runway/Taxiway Painting – Black	per SF (Note 3)	150	\$ 45.00	
P-620-1-4	Runway/Taxiway Painting – Red	per SF (Note 3)	10	\$ 2.00	
P-620-1-5	Runway/Taxiway Painting – Green	per SF (Note 3)	10	\$ 2.00	
P-620-1-6	Runway/Taxiway Painting – Temporary, Primer Coat	per SF (Note 4)	160	\$ 16.00	
P-620-2-1	Reflective Media – Type I	per SF (Note 4)	100	\$ 50.00	
P-620-2-2	Reflective Media – Type III	per SF (Note 4)	100	\$ 70.00	
P-620-3-1-1	Paint Enhancements – Biocide Additive	per SF (Note 5)	160	\$ 16.00	
P-620-3-1-2	Paint Enhancements – Rust Discoloration Formulation	per SF (Note 5)	30	\$ 3.00	
P-620-4-1	Surface Painted Signs - Waterborne	per SF (Note 6)	30	\$ 22.50	
P-620-4-2	Surface Painted Signs - Preformed Thermoplastic	per SF (Note 6)	1	\$ 16.00	
P-620-5-2	Nighttime Marking Work Required due to Airport Schedule	per SF (Note 7)	200	\$ 30.00	
Subtotal:					\$ 509.10
S-105-1-1	Mobilization	Percent (Note 8)	10.0000%	\$ 50.91	
Part 2 Subtotal:					\$ 560.01
Sum Part 1 & Part 2:					\$ 582.41

Notes:

- Per SF of all existing markings to be evaluated
- Per SF of areas to be treated per each method
- Per SF of markings applied per respective color
- Per SF of markings receiving reflective media
- Per SF of markings receiving the enhancement
- Per SF of surface painted sign
- Per SF for sum of all areas receiving paint (does not consider surface treatment or rubber removal quantities)
- Mobilization shall be added to the only to the Part 2 Subtotal at the percentage indicated in the bid.
- Price proposal includes compliance with FAA AC 150/5370-10 (current edition) and AC 150/5340-1 (current condition), except as noted.

TERMS FOR FEDERAL AID CONTRACTS (APPENDIX I):**CONTRACT (Purchase Order) # BEA97**

During the performance of this Agreement, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "Contractor") agrees as follows:

- A. It is understood and agreed that all rights of the Florida Department of Transportation relating to inspection, review, approval, patents, copyrights, and audit of the work, tracing, plans, specifications, maps, data, and cost records relating to this Agreement shall also be reserved and held by authorized representatives of the United States of America.
- B. It is understood and agreed that, in order to permit federal participation, no supplemental agreement of any nature may be entered into by the parties hereto with regard to the work to be performed hereunder without the approval of U.S. Department of Transportation (hereinafter "USDOT"), not withstanding anything to the contrary in this Agreement.
- C. Compliance with Regulations: The Contractor shall comply with the regulations relative to nondiscrimination in Federally-assisted programs of the USDOT, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Agreement.
- D. Nondiscrimination: The Contractor, with regard to the work performed during the Agreement, shall not discriminate on the basis of race, color, national origin, sex, age, disability, religion or family status in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the Agreement covers a program set forth in Appendix B of the Regulations.
- E. Solicitations for Subcontractors, including Procurements of Materials and Equipment: In all solicitations made by the Contractor, either by competitive bidding or negotiation for work to be performed under a subcontract, including procurements of materials or leases of equipment; each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this Agreement and the Regulations relative to nondiscrimination on the basis of race, color, national origin, sex, age, disability, religion or family status.
- F. Information and Reports: The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Florida Department of Transportation, the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information the Contractor shall so certify to the Florida Department of Transportation, the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration as appropriate, and shall set forth what efforts it has made to obtain the information.
- G. Sanctions for Noncompliance: In the event of the Contractor's noncompliance with the nondiscrimination provisions of this Agreement, the Florida Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration may determine to be appropriate, including, but not limited to:
 - a. withholding of payments to the Contractor under the Agreement until the Contractor complies, and/or
 - b. cancellation, termination or suspension of the Agreement, in whole or in part.
- H. Incorporation of Provisions: The Contractor shall include the provisions of paragraphs (C) through (I) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as the Florida Department of Transportation, the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. In the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may request the Florida Department of Transportation to enter into such litigation to protect the interests of the Florida Department of Transportation, and, in addition, the Contractor may request the United States to enter into such litigation to

TERMS FOR FEDERAL AID CONTRACTS (APPENDIX I):

protect the interests of the United States.

- I. Compliance with Nondiscrimination Statutes and Authorities: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21; The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects); Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex); Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27; The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age); Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex); The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not); Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 -- 12189) as implemented by USDOT regulations at 49 C.F.R. parts 37 and 38; The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex); Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations; Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).
- J. Interest of Members of Congress: No member of or delegate to the Congress of the United States shall be admitted to any share or part of this Agreement or to any benefit arising therefrom.
- K. Interest of Public Officials: No member, officer, or employee of the public body or of a local public body during his tenure or for one year thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof. For purposes of this provision, public body shall include municipalities and other political subdivisions of States; and public corporations, boards, and commissions established under the laws of any State.
- L. Participation by Disadvantaged Business Enterprises (“DBE”): The Contractor shall agree to abide by the following statement from 49 CFR 26.13(b). The statement that follows shall be included in all subsequent agreements between the Contractor and any sub-contractor or contractor:

“The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.”

Pursuant to 49 CFR 26.11(c) , the Contractor shall submit the bid opportunity list at the time of contract execution, and shall enter DBE commitment and payment information in the Florida Department of Transportation’s Equal Opportunity Compliance (EOC) system. The Contractor shall request access to the EOC system using Form No. 275-021-30.
- M. It is mutually understood and agreed that the willful falsification, distortion or misrepresentation with respect to any facts related to the project(s) described in this Agreement is a violation of the Federal Law. Accordingly, United States Code, Title 18, Section 1020, is hereby incorporated by reference and made a part of this Agreement.
- N. It is understood and agreed that if the Contractor at any time learns that the certification it provided the Florida Department of Transportation in compliance with 49 CFR, Section 26.51, was erroneous when submitted or has become erroneous by reason of changed circumstances, the Contractor shall provide immediate written notice to the Florida Department of Transportation. It is further agreed that the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction" as set forth in 49 CFR, Section 29.510, shall be included by the Contractor in all lower tier covered transactions and in all aforementioned federal regulation.

TERMS FOR FEDERAL AID CONTRACTS (APPENDIX I):

O. The Florida Department of Transportation hereby certifies that neither the Contractor nor the Contractor's representative has been required by the Florida Department of Transportation, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this Agreement, to

1. employ or retain, or agree to employ or retain, any firm or person, or
2. pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind;

The Florida Department of Transportation further acknowledges that this Agreement will be furnished to a federal agency, in connection with this Agreement involving participation of Federal-Aid funds, and is subject to applicable State and Federal Laws, both criminal and civil.

P. The Contractor hereby certifies that it has not:

1. employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person to solicit or secure this contract (except a bona fide employee or Agency); or
2. agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out this contract; or
3. paid, or agreed to pay, to any firm, organization or person any fee contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the contract (except a bona fide employee or Agency).

The Contractor further acknowledges that this Agreement will be furnished to the Florida Department of Transportation and a federal agency in connection with this contract involving participation of Federal-Aid funds, and is subject to applicable State and Federal Laws, both criminal and civil.

Q. Federal-aid projects for highway construction shall comply with the Buy America provisions of 23 CFR 635.410, as amended (where applicable).

R. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of federally assisted construction contract" in 41 CFR Part 60-1.3 shall comply with the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor" (where applicable).