

FLORIDA DEPARTMENT OF TRANSPORTATION
**STANDARD WRITTEN AGREEMENT
MODIFICATION # 1**

375-040-07
PROCUREMENT
03/17

Agreement No. BEA97
Financial Project I.D. _____
Vendor No. F85-3518646-001
Procurement No. DOT-RFP-21-9019-CA
DMS Catalog Class No. 72151306

Renewal # 1

This Agreement, made and entered into on 08/02/23 by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, hereinafter called the "Department" and Florida Airfield Maintenance, JV, duly authorized to conduct business in the State of Florida, hereinafter called the "Vendor."

WITNESSETH:

WHEREAS, the Department and the Vendor heretofore on March 19, 2021 entered into an agreement, hereinafter called the "Original Agreement," whereby the Department retained the Vendor to furnish certain services in connection with Airport Pavement Marking Condition Assessment Services and/or Airport Pavement Marking and Related Services; and

WHEREAS, said Original Agreement has a renewal option that provides for a renewal if mutually agreed to by both parties and subject to the same terms and conditions of the Original Agreement and any written amendments signed by the parties;

NOW, THEREFORE, this Agreement witnesseth that for and in consideration of the mutual benefits to flow each to the other, the parties agree as follows:

- 1. Said Original Agreement is renewed for a period beginning 01/01/24 and ending 12/31/27.

Except as hereby modified, amended, or changed, all of the terms and conditions of said agreement and any amendments thereto will remain in full force and effect.

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
Name of Vendor
DocuSigned by:
BY: Tom Underwood
Authorized Signature
Tom Underwood
(Print/Type)
CFO, Florida Airfield Maintenance, JV
Title: _____

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION
DocuSigned by:
BY: L.K. Nandam
79DE6E34B17F481...
L.K. Nandam, P.E.
(Print/Type)
Title: Interim Assistant Secretary, Strategic Development

FOR DEPARTMENT USE ONLY

APPROVED:
DocuSigned by:
Paul Baker
8B514BEC5F5F4BA...
Procurement Office

LEGAL REVIEW
DocuSigned by:
Larry Kingers
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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.

layout and vendor for airports provide a

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:

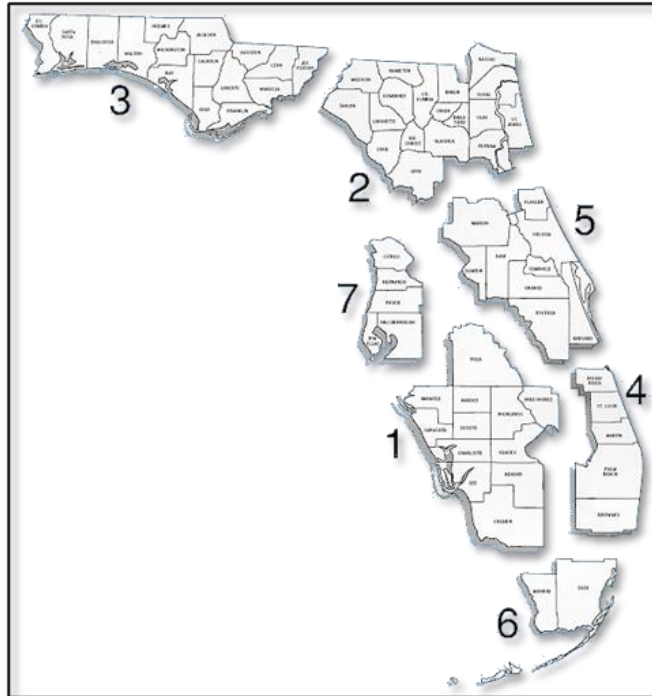
	Item	Item Description	Unit	Method of Measurement
1	P-101-5-1	Rubber Removal	Per SF	Number of Square Feet (SF) in area designated for rubber removal
2	P-101-5-2	Cleaning of Existing Markings	Per SF	Number of SF in the area(s) designated for rubber removal
3	P-101-5-2	Surface Preparation	Per SF	Number 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

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:

- 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: **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

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
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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
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: **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)	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: **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:

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 "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.

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).