



MEMORANDUM  
ADDENDUM NO. 2

Date: July 5, 2016  
To: Proposers  
From: Windy Spatafora, CPPB, FCCN  
Commodities & Contractual Services Manager  
Florida's Turnpike Enterprise  
Subject: ITN-DOT-15/16-8002-WS  
Rapid Incident Scene Clearance (RISC) Services.

Proposers and other interested parties are informed that the above referenced documents are hereby revised, changed and supplemented as set forth below:

- 1. In Exhibit "B," Method of Compensation; Page B-2, Paragraph 5 has been revised to amend billing language to remove the requirements for TWO's to be issued.

*Please remove Page B-2 in the ITN package and replace with the attached revised Page B-2 dated July 5, 2016.*

Acknowledgement of receipt of Addendum No. 2 shall be identified by signing below and enclosing same with your Bid Blank. Please remember to replace the pages in your bid package with the attached revised pages.

Acknowledgement of Receipt

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
(Authorized Signature)

Print/Type Name: \_\_\_\_\_ Title: \_\_\_\_\_

Firm: \_\_\_\_\_

Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

2.4 The Turnpike Traffic Management Center, FHP Regional Communications Center, or any applicable local law enforcement agency communication center will note all times as related to the RISC implementation and operation.

3. **FORFEITURE OF PERFORMANCE PAYMENTS**

No performance payment shall be made to the Vendor under paragraph 2.2 and 2.3 of this Exhibit "B" if the Vendor has not completed their work and all travel lanes are not open to traffic **ninety (90) minutes** after the Notice to Proceed.

If the Vendor was ordered to stop their roadway clearance activity by Fire Rescue, FHP, local law enforcement or the Department authorized representative, the Vendor will not be penalized for the time they were delayed. This extended time must be documented by the authorized representative of the Turnpike or incident commander at the incident scene. The Vendor should ensure that both the time of the work stoppage and the restart time are recorded in the incident log (event chronology).

4. **LIQUIDATED DAMAGES**

If the Vendor has not completed the removal and clearance of the vehicles, non-hazardous cargo, debris and vehicle fluids after three (3) hours from the Notice to Proceed, and all travel lanes are not open to traffic as a result, a flat rate of **\$600** can be assessed against the Vendor at the discretion of the authorized representative of the Turnpike. An additional **\$600** will be assessed for each additional hour or **\$10 per minute** it takes the Vendor to completely open the roadway to traffic.

Exemptions to the Liquidated Damages Provisions:

Incidents involving trucks hauling a Hazardous Material cargo that by direction of the Department authorized representative require special precautions. Incidents involving damage to the roadway infrastructure that prohibit reopening the travel lanes.

5. **BILLING**

The Vendor shall bill the Department for services rendered, **identifying** ~~only upon receipt of a Task Work Order (TWO) issued by the Department at the beginning of the contract term. The Department's TWO shall identify~~ the location where services are authorized to be performed, the services to be compensated, and the rate to be paid as set forth in the Agreement. The Vendor's invoice shall reference the services being billed and the ~~TWO~~ **Contract** number.

6. **INVOICES**

The Vendor agrees to provide the Turnpike with copies of all invoices billed to insurance companies of vehicles involved in RISC activation.

7. All elements of a RISC activation shall be completely documented by the Vendor. This shall include photographs, time of day, lanes blocked, and duration of incident.