

**State of Florida
Department of Transportation**



REQUEST FOR PROPOSAL

**SunRail Quiet Zone – Special Pavement
Markings**

RFP-DOT-17-18-5008-SQZ

PROCUREMENT OFFICE CONTACT:

Ashley Henning, Purchasing Agent III
Florida Department of Transportation
719 S Woodland Blvd, MS-524
Deland, FL 32720
Fax: (850) 412-8092

INTRODUCTION SECTION

1) INVITATION

The State of Florida Department of Transportation, hereinafter referred to as the "Department", requests written proposals from qualified Proposers to provide installation of special striping and signage at SunRail crossings on SR426 and SR436. It is anticipated that the term of the contract will begin on April 1, 2018 and be effective through 135 Days from Contract Execution.

The Department intends to award this contract to the responsive and responsible Proposer whose proposal is determined to be the most advantageous to the Department. After the award, said Proposer will be referred to as the "Vendor". For the purpose of this document, the term "Proposer" means the prime Vendor acting on its own behalf and those individuals, partnerships, firms, or corporations comprising the Proposer team. The term "proposal" means the complete response of the Proposer to the Request for Proposals (RFP), including properly completed forms and supporting documentation.

2) TIMELINE

Provided below is a list of critical dates and actions. These dates are subject to change. Notices of changes (Addenda) will be posted on the Florida Vendor Bid System at www.myflorida.com (click on "BUSINESS", click on "Doing Business with the State", under "Everything for Vendors and Customers", click on "Vendor Bid System (VBS)", click on "Search Advertisements") under this RFP number. It is the responsibility of all potential proposers to monitor this site for any changing information prior to submitting your proposal.

Unless otherwise stated, all public meetings will be held at the address listed on the Cover Sheet.

<u>ACTION / LOCATION</u>	<u>DATE</u>	<u>LOCAL TIME</u>
ADVERTISEMENT POSTED TO VBS	1-25-2018	3:00 PM
PRE-BID CONFERENCE -	2-5-2018	2:00 PM
DEADLINE FOR ALL QUESTIONS -	2-12-2018	5:00 PM
QUESTIONS AND ANSWERS POSTED - TO VBS	2-15-2018	12:00 PM
PROPOSALS DUE, ON OR BEFORE - (Technical and Price Proposal)	2-27-2018	2:00 PM
PUBLIC OPENING (Price Proposal And Technical Proposal of lowest bidder) -	2-27-2018	2:00 PM
PUBLIC MEETING OF TRC AND ADVISORS TO DETERMINE PASS/FAIL RECOMMENDATION	3-6-2018	3:30 PM
SELECTION MEETING-	3-12-2018	9:00 AM
POSTING OF INTENDED AWARD -	3-12-2018	1:00 PM

3) AGENDA FOR PUBLIC MEETINGS

Agenda - Pre-Bid Conference

Agenda for Pre-Bid Conference for RFP-DOT-17-18-5008-SQZ:

Starting Time: see "Timeline" in RFP Solicitation

- Opening remarks by Department Procurement Office personnel
- Public input period – To allow a maximum of 15 minutes total for public input related to the RFP solicitation
- Review of Project and Response Requirements
- Review of Frequently Asked Questions
- Questions from Contractors
- Adjourn meeting

Agenda – Public Opening (Price Proposals and Determination of Lowest Bidder)

Agenda for Public Opening of Technical Proposals for RFP-DOT-17-18-5008-SQZ:

Starting Time: see "Timeline" in RFP solicitation

- Opening remarks of approx. 2 minutes by Department Procurement Office personnel.
- Public input period – To allow a maximum of 15 minutes total for public input related to the RFP solicitation.
- At conclusion of public input or 15 minutes, whichever occurs first, the Price Proposals received timely will be opened, with proposer's name read aloud and prices tabulated.
- The Technical Proposal of the lowest bidder will be distributed to the Technical Review Committee.
- Adjourn meeting

Agenda – Public Meeting of the Technical Review Committee and Advisors to Determine Pass/Fail Recommendation

Agenda for Technical Proposal Opening and TRC and Advisor meeting for RFP-DOT-17-18-5008-SQZ

Starting Time: see "Timeline" in RFP solicitation

- Opening remarks of approx. 2 minutes by Department Procurement Office personnel.
- Public input period – To allow a maximum of 15 minutes total for public input related to the RFP solicitation.
- At conclusion of public input or 15 minutes, the Technical Review Committee and Advisors will discuss the Technical Proposal submitted by the lowest bidder
- If lowest bidder's Technical Proposal "passes", the TRC will recommend that lowest bidder be awarded the contract.
- Announce the Proposer's name who will be recommended to the Selection Committee for award of the contract
- Adjourn meeting

Agenda – Selection Meeting

Agenda for Intended / Recommended Award meeting for RFP-DOT-17-18-5008-SQZ

Starting Time: see "Timeline" in RFP solicitation

- Opening remarks of approx. 2 minutes by Department Procurement Office personnel.
- Public input period – To allow a maximum of 15 minutes total for public input related to the RFP solicitation.
- Announce Intended Award decision.
- Adjourn

4) SPECIAL ACCOMMODATIONS

Any person with a qualified disability requiring special accommodations at a pre-proposal conference, public meeting, oral presentation and/or opening shall contact the contact person at the phone number, e-mail address or fax number provided on the title page at least five (5) working days prior to the event. If you are hearing or speech impaired, please contact this office by using the Florida Relay Services which can be reached at 1 (800) 955-8771 (TDD).

SPECIAL CONDITIONS

1) MyFloridaMarketPlace

PROPOSERS MUST BE REGISTERED IN THE STATE OF FLORIDA'S MYFLORIDAMARKETPLACE SYSTEM BY THE TIME AND DATE OF THE TECHNICAL PROPOSAL OPENING OR THEY MAY BE CONSIDERED NON-RESPONSIVE (see Special Condition 21). All prospective proposers that are not registered should go to <https://vendor.myfloridamarketplace.com/> to complete on-line registration, or call 1-866-352-3776 for assisted registration.

All payment(s) to the vendor resulting from this competitive solicitation **WILL** be subject to the MFMP Transaction Fee in accordance with the referenced Form PUR 1000 General Contract Condition #14. However, all vendors should be aware, that effective July 1, 2017 through June 30, 2018, in accordance with House Bill 2502, the Transaction Fee will be seven-tenths of one percent (.70%) of the payment issued. The Transaction Fees imposed shall be based upon the date of issuance of the payment.

2) Florida Department of Financial Services (DFS) W-9 REQUIREMENT

The Florida Department of Financial Services (DFS) requires all vendors that do business with the state to submit an electronic Substitute Form W-9. Vendors must submit their W-9 forms electronically at <https://flvendor.myfloridacfo.com> to receive payments from the state. Contact the DFS Customer Service Desk at (850) 413-5519 or FLW9@myfloridacfo.com with any questions.

3) QUESTIONS & ANSWERS

In accordance with section 287.057(23), Florida Statutes, respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the 72-hour period following the agency posting the notice of intended award, excluding Saturdays, Sundays, and state holidays, any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the procurement officer or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response.

All questions arising from this Request for Proposal must be forwarded, in writing, to the procurement email identified below. Questions must be received no later than the time and date reflected on the Timeline. The Department's written response to written inquiries submitted timely by proposers will be posted on the Florida Vendor Bid System at www.myflorida.com (click on "BUSINESS", click on "Doing Business with the State", under "Everything for Vendors and Customers", click on "Vendor Bid System (VBS)", click on "Search Advertisements"), under this RFP number. It is the responsibility of all potential proposers to monitor this site for any changing information prior to submitting their proposal.

ALL QUESTIONS shall be submitted via email to: D5.ProcurementQuestions@dot.state.fl.us

4) ORAL INSTRUCTIONS / CHANGES TO THE REQUEST FOR PROPOSAL (ADDENDA)

No negotiations, decisions, or actions will be initiated or executed by a proposer as a result of any oral discussions with a State employee. Only those communications which are in writing from the Department will be considered as a duly authorized expression on behalf of the Department.

Notices of changes (Addenda) will be posted on the Florida Vendor Bid System at www.myflorida.com (click on "BUSINESS", click on "Doing Business with the State", under "Everything for Vendors and Customers", click on "Vendor Bid System (VBS)", click on "Search Advertisements") under this RFP number. It is the responsibility of all potential proposers to monitor this site for any changing information prior to submitting your proposal. All Addenda will be acknowledged by signature and subsequent submission of Addenda with proposal when so stated in the Addenda.

5) DIVERSITY ACHIEVEMENT

DISADVANTAGED BUSINESS ENTERPRISE (DBE) UTILIZATION

The Department, in accordance with *Title VI of the Civil Rights Act of 1964, 42 USC 2000d- 2000d-4, Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21*, Nondiscrimination in federally-assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that the Department will affirmatively ensure that in any contract/agreement entered into pursuant to this advertisement, minority and disadvantaged business enterprises will be afforded the full opportunity to submit bids in response to this invitation and will not be discriminated on the basis of race, color, national origin, or sex in consideration for an award.

The Department encourages DBE firms to compete for Department contractual services projects, and also encourages non-DBE and other minority contractors to use DBE firms as sub-contractors. The Department, its contractors, suppliers, and consultants shall take all necessary and reasonable steps to ensure that disadvantaged businesses have an opportunity to compete for and perform contract work for the Department in a nondiscriminatory environment. The Department shall require its contractors, suppliers, and consultants to not discriminate on the basis of race, color, national origin, religion, gender, age, or disability in the award and performance of its contracts.

Federal law requires states to maintain a database of all firms that are participating or attempting to participate in DOT-assisted contracts. To assist the Department in this endeavor, proposers are requested to submit the **Bidder's Opportunity List** with their Price Proposal Sheet. The list should include yourself as well as any prospective sub-contractor that you contacted or who has contacted you regarding the project.

Proposers are requested to indicate their intention regarding DBE participation on the **Anticipated DBE Participation Statement** and to submit that Statement with their Price Proposal Sheet. After award of the contract resulting from this RFP, the awarded Vendor will need to complete the "Anticipated DBE Participation Statement" online through the Equal Opportunity Compliance (EOC) system within 3 business days after award of the contract. The link to access the EOC system is: <https://www3.dot.state.fl.us/EqualOpportunityCompliance>. This will assist the Department in tracking and reporting planned or estimated DBE utilization.

During the contract period, the Vendor will be required to report actual payments to DBE and MBE subcontractors through the web-based EOC system. All DBE payments must be reported whether or not you initially planned to utilize the company. In order for our race neutral DBE Program to be successful, your cooperation is imperative. If you have any questions, please contact EOOHelp@dot.state.fl.us.

Additional information about the EOC system can be found on the Equal Opportunity Office (EOO) website at <http://www.dot.state.fl.us/equalopportunityoffice/eoc.shtm>. A help manual on how to use the system will be available within the EOC application. If you have any questions or technical issues, please contact the EOO help desk at EOOHelp@dot.state.fl.us.

To request certification or to locate DBEs, call the Department of Transportation's Equal Opportunity Office at (850) 414-4747, or access an application or listing of DBEs on the Internet at www.dot.state.fl.us/equalopportunityoffice/

6) SCOPE OF SERVICES

Details of the services, information and items to be furnished by the Vendor are described in Exhibit "A", Scope of Services, attached hereto and made a part hereof.

7) INTENDED AWARD

The Department intends to award a contract to the responsive and responsible vendor with the highest cumulative total points for the evaluation criteria specified herein (See Section 30, Proposal Evaluation). The Intended Award decision will be announced at the Selection Committee meeting specified in the Timeline (See Introduction Section 2 Timeline). If the Department is confronted with identical scoring from multiple vendors, the Department shall determine the order of award in accordance with Rule 60A-1.011 Florida Administrative Code.

8) PRE-BID CONFERENCE:

The Department will convene a meeting to provide an open forum for the Department to review the Scope of Services for this Invitation to Bid (ITB) and respond to questions from potential bidders regarding the scope of services, ITB requirements, contractual requirements, method of compensation, and other conditions or requirements that may, in any manner, affect the work to be performed. The Pre-Bid Conference will be held at the date, time and location in the Timeline. Any changes and/or resulting Addenda to the ITB will be the sole prerogative of the Department.

Attendance at this Pre-Bid Conference is Highly Recommended. Each vendor should fully acquaint themselves with the conditions relating to the performance of services under the conditions of this solicitation. No allowances will be made to the awarded vendor because of lack of knowledge about conditions or requirements, and the awarded vendor will not be relieved of any liabilities or obligations.

9) QUALIFICATIONS

9.1 General

The Department will determine whether the Proposer is qualified to perform the services being contracted based upon their proposal demonstrating satisfactory experience and capability in the work area. The Proposer shall identify necessary experienced personnel and facilities to support the activities associated with this proposal.

9.2 Qualifications of Key Personnel

Those individuals who will be directly involved in the project should have demonstrated experience in the areas delineated in the scope of work. Individuals whose qualifications are presented will be committed to the project for its duration unless otherwise excepted by the Department's Project Manager. Where State of Florida registration or certification is deemed appropriate, a copy of the registration or certificate should be included in the proposal package.

9.3 Authorized To Do Business in the State of Florida

In accordance with sections 607.1501, 605.0211(2)(b), and 620.9102, Florida Statutes, out-of-state corporations, out-of-state limited liability companies, and out-of-state limited partnerships must be authorized to do business in the State of Florida. Such authorization should be obtained by the proposal due date and time, but in any case, must be obtained prior to posting of the intended award of the contract. For authorization, contact:

Florida Department of State
Tallahassee, Florida 32399
(850) 245-6051

9.4 Licensed to Conduct Business in the State of Florida

If the business being provided requires that individuals be licensed by the Department of Business and Professional Regulation, such licenses should be obtained by the proposal due date and time, but in any case, must be obtained prior to posting of the intended award of the contract. For licensing, contact:

10) WARRANTY/SUBSTITUTIONS

When performance of the services requires the supply of commodities, a warranty is required on all items provided against defective materials, workmanship, and failure to perform in accordance with required industry performance criteria, for a period of not less than ninety (90) days from the date of acceptance by the purchaser. Any deviation from this criteria must be documented in the proposal response or the above statement shall prevail. Delivery of substitute commodities requires prior written approval from the ordering location.

Replacement of all materials found defective within the warranty period shall be made without cost to the purchaser, including transportation if applicable. All fees associated with restocking cancelled orders shall be the responsibility of the vendor.

All items provided during the performance of the contract found to be poorly manufactured will not be accepted, but returned to the vendor, at their expense, for replacement. Replacement of all items found defective shall be made without cost to the Department, including transportation, if applicable. As it may be impossible for each facility to inspect all items upon arrival, a reasonable opportunity must be given to these facilities for inspection of the items, and returning those that are defective.

11) INSURANCE PROVISIONS FOR RAIL PROJECTS

The Contractor shall not commence any work until they have met and provided documentation of the insurance requirements included in Exhibit "C", and certificates of such insurance have been received by the Department. Nor shall the Contractor allow any subcontractor to commence work on this project until all similar insurance required of the subcontractor has been so obtained. The Contractor shall submit the required Certificates of Insurance to the **Florida Department of Transportation, Procurement Office, MS-524, 719 South Woodland Boulevard, DeLand, Florida 32721-6834** within ten (10) days after the ending date of the period for posting the intended award decision.

See Exhibit "C" for exact details regarding various insurance requirements for this project. Failure to provide proof of the required insurance may be cause for dismissal of the award.

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 Contractor shall provide to the Department certificates showing the required coverage to be in effect with endorsements showing the Department (and those specified in Exhibit "C") to be an additional insured prior to commencing any work under this Contract. 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.

The Department shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Contractor or subcontractor providing such insurance. Policies that include Self Insured Retention (SIR) will not be accepted.

12) PERFORMANCE BOND

(X) The intended award proposer shall provide the Department with a Performance Bond in the amount of the full amount of the proposal. The Performance Bond shall be provided by a surety company authorized to do business in the state of Florida. The Performance Bond shall be executed and furnished to the Department prior to contract execution and no later than ten (10) days after the ending date of the period for posting the intended award decision, unless the Department extends the time period in writing. **Failure to provide the required Performance Bond (Form 375-040-27) to the Department within the aforementioned**

timeframe will void the Intended Award's proposal and the Department will proceed in contracting with the next highest responsive proposer.

The proposer must submit, with their Technical Proposal, a current letter from a surety company or bonding agent authorized to do business in the state of Florida and written on company letterhead, to document the proposer's present ability to obtain a Performance Bond in the amount of the full amount of the proposal. Failure by the proposer to provide this letter with its response will constitute a non-responsive determination for its proposal. Proposals found to be non-responsive will not be considered.

13) METHOD OF COMPENSATION

Exhibit "B", Method of Compensation attached hereto will form the basis of payment for the work to be provided under the contract that will result from this Request for Proposal.

14) CONTRACT DOCUMENT

WRITTEN AGREEMENT

The Department's "Written Agreement" is attached hereto and made a part hereof. The terms and conditions contained therein will become an integral part of the contract resulting from this solicitation. In submitting a proposal, the proposer agrees to be legally bound by these terms and conditions.

15) REVIEW OF PROPOSER'S FACILITIES & QUALIFICATIONS

After the proposal due date and prior to contract execution, the Department reserves the right to perform or have performed an on-site review of the Proposer's facilities and qualifications. This review will serve to verify data and representations submitted by the Proposer and may be used to determine whether the Proposer has an adequate, qualified, and experienced staff, and can provide overall management facilities. The review may also serve to verify whether the Proposer has financial capability adequate to meet the contract requirements.

Should the Department determine that the proposal has material misrepresentations or that the size or nature of the Proposer's facilities or the number of experienced personnel (including technical staff) are not adequate to ensure satisfactory contract performance, the Department has the right to reject the proposal.

16) PROTEST OF REQUEST FOR PROPOSAL SPECIFICATIONS

Any person who is adversely affected by the contents of this Request for Proposal must file the following with the Department of Transportation, Clerk of Agency Proceedings, Office of the General Counsel, 605 Suwannee Street, Mail Station 58, Tallahassee, Florida 32399-0450:

1. A written notice of protest within seventy-two (72) hours after the posting of the solicitation, (the notice of protest may be Faxed to 850-414-5264), and
2. A formal written protest in compliance with Section 120.57(3), Florida Statutes, within ten (10) days of the date on which the written notice of protest is filed.

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.

17) UNAUTHORIZED ALIENS

The employment of unauthorized aliens by any contractor is considered a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of the contract.

18) SCRUTINIZED COMPANIES LISTS

RFP responses of \$1 million or more must include a completed [Vendor Certification Regarding Scrutinized Companies Lists](#) to certify the respondent is not on either of those lists. The Form should be submitted with the Price Proposal.

Section 287.135, Florida Statutes, requires that at the time a vendor submits a bid or proposal for a contract for goods or services of \$1,000,000 or greater, the vendor must certify that the company is not on Scrutinized Companies with Activities in the Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List.

For Contracts \$1,000,000 and greater, if the Department determines the Vendor submitted a false certification under Section 287.135(5) of the Florida Statutes, or if the Vendor has been placed on the Scrutinized Companies with Activities in the Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List, 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(5)(a) of the Florida Statutes, or maintain the Contract if the conditions of Section 287.135(4) of the Florida Statutes are met.

19) RESERVATIONS

The Department reserves the right to accept or reject any or all proposals received and reserves the right to make an award without further discussion of the proposals submitted. Therefore, the proposals should be submitted initially in the most favorable manner. It is understood that the proposal will become a part of the Department's official file, without obligation to the Department.

20) ADDITIONAL TERMS & CONDITIONS

No conditions may be applied to any aspect of the RFP by the proposer. Any conditions placed on any aspect of the proposal documents by the proposer may result in the proposal being rejected as a conditional proposal (see "RESPONSIVENESS OF PROPOSALS"). **DO NOT WRITE IN CHANGES ON ANY RFP SHEET.** The only recognized changes to the RFP prior to proposal opening will be a written Addenda issued by the Department.

21) RESPONSIVENESS OF PROPOSALS

21.1 Responsiveness of Proposals

Proposals will not be considered if not received by the Department **on or before** the date and time specified as the due date for submission. All proposals must be typed or printed in ink. A responsive proposal is an offer to perform the scope of services called for in this Request for Proposal in accordance with all requirements of this Request for Proposal.

Proposals found to be non-responsive shall not be considered. Proposals may be rejected if found to be irregular or not in conformance with the requirements and instructions contained herein. A proposal may be found to be irregular or non-responsive by reasons that include, but are not limited to, failure to utilize or complete prescribed forms, conditional proposals, incomplete proposals, indefinite or ambiguous proposals, and improper and/or undated signatures.

21.2 Multiple Proposals

Proposals may be rejected if more than one proposal is received from a Proposer. Such duplicate interest may cause the rejection of all proposals in which such Proposer has participated. Subcontractors may appear in more than one proposal.

21.3 Other Conditions

Other conditions which may cause rejection of proposals include, but are not limited to, evidence of collusion among Proposers, obvious lack of experience or expertise to perform the required work, failure to perform or meet financial obligations on previous contracts, or in the event an individual, firm, partnership, or corporation is on the General Services Administration Excluded Parties List. Proposers whose proposals, past performance, or current status do not reflect the capability, integrity, or reliability to fully and in good faith perform the requirements of the Contract may be rejected as non-responsible. The Department reserves the right to determine which proposals meet the requirements of this solicitation, and which Proposers are responsive and responsible.

22) **PROPOSAL FORMAT INSTRUCTIONS**

22.1 General Information

This section contains instructions that describe the required format for the proposal. All proposals submitted shall contain two parts and be marked as follows:

PART I TECHNICAL PROPOSAL NUMBER RFP-DOT-17-18-5008-SQZ
(One Separately Sealed Package for Technical)

PART II PRICE PROPOSAL NUMBER RFP-DOT-17-18-5008-SQZ
(One Separately Sealed Package for Prices)

THE SEPARATELY SEALED PACKAGES MAY BE MAILED TOGETHER IN ONE ENVELOPE OR BOX.

22.2 Technical Proposal (Part I) (1 CD) **TOTAL OF 3 PAGES** (Do not include price information in Part I)

The Proposer shall submit one (1) CD or DVD of the technical proposal which is to be divided into the sections described below. **Flash drives cannot be accepted**. Since the Department will expect all technical proposals to be in this format, failure of the Proposer to follow this outline may result in the rejection of the proposal. The technical proposal must be submitted in a separate sealed package marked "TECHNICAL PROPOSAL NUMBER RFP-DOT-17-18-5008-SQZ".

1. PROJECT APPROACH

The Proposer shall provide an Executive Summary to be written in nontechnical language to summarize the Proposer's overall capabilities and approaches for accomplishing the services specified herein. The Proposer shall limit the Project Approach to no more than one (1) page.

2. EXPERIENCE, STAFFING & WORK PLAN

The Proposer shall provide an Experience and Staffing Plan which describes the experience and qualifications of the key personnel. The Work Experience form is not counted towards this page limit.

The Department will determine whether the Proposer is qualified to perform the services being contracted based upon the completed Work Experience form providing a minimum of three (3) years of satisfactory experience and capability in Pavement Markings. It is not required for the Contractor to be FDOT prequalified for this project. Contractors prequalified under F.A.C. 14-22 in Pavement Markings shall not be required to submit evidence of the minimum of three (3) years' experience and capability in installation of Pavement Markings. Contractors prequalified in Pavement Markings shall complete and submit the Work Experience form designating them as prequalified. Contractors are not required to be FDOT prequalified under F.A.C. 14-22 in Pavement Markings.

a. Administration and Management

The Contractor should include a description of the organizational structure and the methodology to be used to maintain schedules; as well as the means of coordination and communication between the Contractor and the Department. The Proposer shall identify necessary experienced personnel and equipment to support the activities associated with this proposal.

b. Identification of Key Personnel

The Proposer should provide the names of key personnel on the Proposer's team for each individual proposed and a description of the functions and responsibilities of each key person relative to the task to be performed.

c. Prior Relevant Experience

The Proposer shall complete the Work Experience form. This form does not count towards any page limit.

d. Work Plan and Quality Control Plan

The Proposer shall provide a work plan which sets forth the sequence of the work to be performed under the scope of services. A Quality Control Plan meeting the requirements given in section 528-6 of the attached Exhibit "A" must also be provided.

22.3 Price Proposal (Part II) (one (1) original signed copy and 1 CD)

The price proposal information is to be submitted in a separate sealed package marked "PRICE PROPOSAL NUMBER RFP-DOT-17-18-5008-SQZ". The Price Proposal information shall be submitted on the forms provided in the Request for Proposal. No changes shall be made to the forms and all required forms must be included for the proposal to be considered responsive.

22.4 Presenting the Proposal

The proposal shall be limited to a page size of eight and one-half inches by eleven inches (8½" x 11"). Type size shall not be less than a 10 point font with all margins at ½" on all sides and printed on one side only. The proposals should have all pages sequentially numbered. A cover letter/cover sheet and table of contents shall not be provided. Section dividers shall contain no graphics, only the section name (example: Project Approach) and will not be counted toward any page counts

23) "DRUG-FREE WORK PLACE" PREFERENCE

Whenever two or more bids which are equal with respect to price, quality, and service are received, the Department shall determine the order of award in accordance with section 295.187(4), Florida Statutes, and Rule 60A-1.011 Florida Administrative Code, which includes a preference for bid responses that certify the business has implemented a drug-free workplace program in accordance with Section 287.087, F.S. The "Drug-Free Workplace Program Certification" must be completed and submitted with the bid response to be eligible for this preference.

24) COPYRIGHTED MATERIAL

Copyrighted material will be accepted as part of a technical proposal only if accompanied by a waiver that will allow the Department to make paper and electronic copies necessary for the use of Department staff and agents. It is noted that copyrighted material is not exempt from the Public Records Law, Chapter 119, Florida Statutes. Therefore, such material will be subject to viewing by the public, but copies of the material will not be provided to the public.

25) ATTACHMENT TO RFP SUBMITTAL - CONFIDENTIAL MATERIAL

The Proposer must include any materials it asserts to be exempted from public disclosure under Chapter 119, Florida Statutes, in a separate bound document labeled "Attachment to Request for Proposals, Number RFP-DOT-17-18-5008-SQZ - Confidential Material". The Proposer must identify the specific Statute that authorizes

exemption from the Public Records Law. Any claim of confidentiality on materials the Proposer asserts to be exempt from public disclosure and placed elsewhere in the proposal will be considered waived by the Proposer upon submission, effective after opening.

26) COSTS INCURRED IN RESPONDING

This Request for Proposal does not commit the Department or any other public agency to pay any costs incurred by an individual firm, partnership, or corporation in the submission of a proposal or to make necessary studies or designs for the preparation thereof, nor to procure or contract for any articles or services.

27) MAIL OR DELIVER PROPOSAL TO: (DO NOT FAX OR SEND BY E-MAIL)

**Florida Department of Transportation
Procurement Office, MS-524
719 S Woodland Blvd
Deland, FL 32720**

It is the proposer's responsibility to assure that the proposal (Technical and Price proposal) is delivered to the proper place **on or before** the Proposal Due date and time (See Introduction Section 2 Timeline). Proposals which for any reason are not so delivered will not be considered.

By submitting a proposal, the Proposer represents that it understands and accepts the terms and conditions to be met and the character, quality and scope of services to be provided.

All proposals and associated forms shall be signed and dated in ink by a duly authorized representative of the Proposer.

Each Proposer shall fully acquaint itself with the conditions relating to the performance of the services under the conditions of this Request for Proposal. This may require an on-site observation.

28) MODIFICATIONS, RESUBMITTAL AND WITHDRAWAL

Proposers may modify submitted proposals at any time prior to the proposal due date. Requests for modification of a submitted proposal shall be in writing and must be signed by an authorized signatory of the proposer. Upon receipt and acceptance of such a request, the entire proposal will be returned to the proposer and not considered unless resubmitted by the due date and time. Proposers may also send a change in a sealed envelope to be opened at the same time as the proposal. The RFP number, due date and time should appear on the envelope of the modified proposal.

29) PROPOSAL OPENING

All proposal openings are open to the public. Price Proposals will be opened by the Department at the date, time and location in the Timeline (See Introduction, Section 2, Timeline). The Technical Proposal of the lowest bidder will be opened by the Department at the date, time, and location in the Timeline (See Introduction, Section 2, Timeline).

30) PROPOSAL EVALUATION

30.1 Evaluation Process:

A Technical Review Committee (TRC) will be established to review and evaluate the proposal of the lowest Proposer submitted in response to this Request for Proposal (RFP). The TRC will be comprised of at least three persons with background, experience, and/or professional credentials in relative service areas.

The Procurement Office will distribute to each member of the TRC a copy of the Technical Proposal of the Proposer with the Lowest Price Proposal. The TRC will review the Technical Proposal of the Lowest Proposer for compliance with the requirements of this Request for Proposal. The TRC (if needed) will meet with the Advisors, if any, to seek clarification and information regarding each Technical Proposal. The TRC will then establish if the Technical Proposal of the Lowest Proposer is responsive or non-responsive based on the criteria described in this Request for Proposal.

If the Technical Proposal is responsive, that Proposer will be recommended to the Selection Committee for the intended award of the contract. If the Technical Proposal is found to be non-responsive, the TRC will review the Technical Proposal of the next Lowest Proposer and establish if the Technical Proposal is responsive or nonresponsive based on the criteria described in this Request for Proposal until a responsive Technical Proposal is determined.

30.2 Oral Presentations - THERE ARE NO ORAL PRESENTATIONS FOR THIS PROJECT.

30.3 Price Proposal

The Proposer shall complete the Price Proposal form and submit as part of the Price Proposal Package. Any proposal in which this form is not used or in which the form is improperly executed may be considered non-responsive and the proposal will be subject to rejection. The vendor's completed form shall become a part of the contract upon award of the contract.

The Procurement Office will open Price Proposals in accordance with Section 29, Proposal Openings. The Procurement Office and/or the Project Manager/TRC will review and evaluate the price proposals and prepare a summary of its price evaluation. The Procurement Office and/or the Project Manager/TRC will assign points based on price evaluation criteria identified herein.

30.4 Criteria for Evaluation

Proposals will be evaluated in accordance with the criteria detailed below.

a. Price Proposal

The Proposer with the lowest price will have their Technical Proposal reviewed by the Technical Review Committee.

b. Technical Proposal

Technical evaluation is the process of reviewing the Proposer's response to evaluate the experience, qualifications, and capabilities of the Proposer to provide the desired commodities, services, and assure a quality product. Each section of the Technical Proposal will be reviewed to ensure the Proposer with the lowest bid meets all criteria collectively. If that Proposer successfully meets all criteria, they will "pass" and become the intended awardee of the contract. If not, this process will be repeated with the next lowest Proposer's Price Proposal, reviewing that Technical Proposal submitted, until a passing evaluation is recommended by the Technical Review Committee.

31) POSTING OF INTENDED DECISION/AWARD

31.1 The Department's decision will be posted on the Florida Vendor Bid System, at www.myflorida.com, (click on "BUSINESS", click on "Doing Business with the State", under "Everything for Vendors and Customers", click on "Vendor Bid System (VBS)", on date and time in the Timeline, and will remain posted for a period of seventy-two (72) hours. Any proposer who is adversely affected by the Department's recommended award or intended decision must file the following with the Department of Transportation, Clerk of Agency Proceedings, Office of the General Counsel, 605 Suwannee Street, Mail Station 58, Tallahassee, Florida 32399-0450:

1. A written notice of protest within seventy-two (72) hours after posting of the Intended Award, (the notice of protest may be Faxed to 850-414-5264), and

2. A formal written protest and protest bond in compliance with Section 120.57(3), Florida Statutes, within ten (10) days of the date on which the written notice of protest is filed. At the time of filing the formal written protest, a bond (a cashier's check or money order may be accepted) payable to the Department must also be submitted in an amount equal to one percent (1%) of the estimated contract amount based on the contract price submitted by the protestor.

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.

31.2 - Inability to Post:

If the Department is unable to post as defined above, the Department will notify all proposers by electronic notification on the Florida Vendor Bid System (see special condition 31.1, above) or by mail, fax, and/or telephone. The Department will provide notification of any future posting in a timely manner.

31.3 - Request to Withdraw Proposal:

Requests for withdrawal will be considered if received by the Department, in writing, within seventy-two (72) hours after the price proposal opening time and date. Requests received in accordance with this provision will be granted by the Department upon proof of the impossibility to perform based upon obvious error on the part of the proposer.

32) AWARD OF THE CONTRACT

Services will be authorized to begin when the Vendor receives the following document(s), as appropriate, indicating the encumbrance of funds and award of the contract:

- a) An Agreement executed by both parties, and a written Notice to Proceed, issued by the Project Manager.

33) RENEWAL

Upon mutual agreement, the Department and the Contract Vendor may renew the Contract for a period that may not exceed 3 years or the term of the original contract, whichever is longer. The renewal must be in writing and signed by both parties, and is subject to the same terms and conditions set forth in the initial contract and any written amendments signed by the parties. Any renewal shall specify the renewal price, as set forth in the solicitation response except that an agency may negotiate lower pricing. Renewal is contingent upon satisfactory performance evaluations and subject to the availability of funds.

34) ATTACHED FORMS

1. Registration Form
2. Bid Price Proposal Form
3. Work Experience Form
4. Vendor Data Sheet
5. Public Records Request Form
6. Drug-Free Workplace Program Certification
7. DBE Form
8. Bid Opportunity List
9. Bid Bond
10. Performance Bond
11. Proposal Of Form

35) TERMS AND CONDITIONS

35.1 General Contract Conditions (PUR 1000)

The State of Florida's General Contract Conditions are outlined in form PUR 1000, which is a downloadable document incorporated into this RFP by reference. Any terms and conditions set forth in this RFP document take precedence over the PUR 1000 form where applicable.

<http://www.dms.myflorida.com/content/download/2933/11777/1000.pdf>

The following paragraphs do not apply to this solicitation:

Paragraph 31, Dispute Resolution - PUR 1000

Paragraph 40, PRIDE – PUR 1000, when federal funds are utilized.

35.2 General Instructions to Respondents (PUR 1001)

The State of Florida's General Instructions to Respondents are outlined in form PUR 1001, which is a downloadable document incorporated into this RFP by reference. Any terms and conditions set forth in this RFP document take precedence over the PUR 1001 form where applicable.

<http://www.dms.myflorida.com/content/download/2934/11780/1001.pdf>

The following paragraphs do not apply to this solicitation:

Paragraph 3, Electronic Submission – PUR 1001

Paragraph 4, Terms and Conditions – PUR 1001

Paragraph 5, Questions – PUR 1001

35.3 MFMP Purchase Order Terms and Conditions

All MFMP Purchase Order contracts resulting from this solicitation will include the terms and conditions of this solicitation and the State of Florida's standardized Purchase Order Terms and Conditions, which can be found at the Department of Management Services website at the following link:

http://www.dms.myflorida.com/content/download/117735/646919/Purchase_Order_Terms_Sept_1,_2015_.pdf

Section 8(B), PRIDE, is not applicable when using federal funds.

36) ORDER OF PRECEDENCE

All responses are subject to the terms and conditions of this solicitation, which, in case of conflict, shall have the following order of precedence listed:

- Agreement
- Instructions to Respondents (PUR 1001)
- General Conditions (PUR 1000)
- Introduction Section

STANDARD CONTRACT TERMS AND CONDITIONS

The following form PUR 1000 is a standard contract terms form that the Department includes in all procurements, except that paragraphs 5, 11, 19, 20, 22, 23, 25, 26, 27, 29, 31, 35, 40, 41, and 42 do not apply to this Request for Proposal. Deletion of these paragraphs shall not be deemed to be deletion of content contained elsewhere and the substance of these excepted paragraphs may be addressed in other locations in the procurement documents. That substance located elsewhere continues to apply regardless of this exception paragraph.

State of Florida PUR 1000

Contents

1. Definitions.
2. Purchase Orders.
3. Product Version.
4. Price Changes Applicable only to Term Contracts.
- ~~5. Additional Quantities.~~
6. Packaging.
7. Inspection at Contractor's Site.
8. Safety Standards.
9. Americans with Disabilities Act.
10. Literature.
- ~~11. Transportation and Delivery.~~
12. Installation.
13. Risk of Loss.
14. Transaction Fee.
15. Invoicing and Payment.
16. Taxes.
17. Governmental Restrictions.
18. Lobbying and Integrity.
- ~~19. Indemnification.~~
- ~~20. Limitation of Liability.~~
21. Suspension of Work.
- ~~22. Termination for Convenience.~~
- ~~23. Termination for Cause.~~
24. Force Majeure, Notice of Delay, and No Damages for Delay.
- ~~25. Changes.~~
- ~~26. Renewal.~~
- ~~27. Purchase Order Duration.~~
28. Advertising.
- ~~29. Assignment.~~
30. Antitrust Assignment
- ~~31. Dispute Resolution.~~
32. Employees, Subcontractors, and Agents.
33. Security and Confidentiality.
34. Contractor Employees, Subcontractors, and Other Agents.
- ~~35. Insurance Requirements.~~
36. Warranty of Authority.
37. Warranty of Ability to Perform.
38. Notices.
39. Leases and Installment Purchases.
- ~~40. Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE).~~
- ~~41. Products Available from the Blind or Other Handicapped.~~
- ~~42. Modification of Terms.~~
43. Cooperative Purchasing.
44. Waiver.
45. Annual Appropriations.
46. Execution in Counterparts.
47. Severability.

1. Definitions. The definitions contained in s. 60A-1.001, F.A.C. shall apply to this agreement. The following additional terms are also defined:

(a) "Contract" means the legally enforceable agreement that results from a successful solicitation. The parties to the Contract will be the Customer and Contractor.

(b) "Customer" means the State agency or other entity identified in a contract as the party to receive commodities or contractual services pursuant to a contract or that orders commodities or contractual services via purchase order or other contractual instrument from the Contractor under the Contract. The "Customer" may also be the "Buyer" as defined in the PUR 1001 if it meets the definition of both terms.

(c) "Product" means any deliverable under the Contract, which may include commodities, services, technology or software.

(d) "Purchase order" means the form or format a Customer uses to make a purchase under the Contract (e.g., a formal written purchase order, electronic purchase order, procurement card, contract or other authorized means).

2. Purchase Orders. In contracts where commodities or services are ordered by the Customer via purchase order, Contractor shall not deliver or furnish products until a Customer transmits a purchase order. All purchase orders shall bear the Contract or solicitation number, shall be placed by the Customer directly with the Contractor, and shall be deemed to incorporate by reference the Contract and solicitation terms and conditions. Any discrepancy between the Contract terms and the terms stated on the Contractor's order form, confirmation, or acknowledgement shall be resolved in favor of terms most favorable to the Customer. A purchase order for services within the ambit of section 287.058(1) of the Florida Statutes shall be deemed to incorporate by reference the requirements of subparagraphs (a) through (f) thereof. Customers shall designate a contract manager and a contract administrator as required by subsections 287.057(14) and (15) of the Florida Statutes.

3. Product Version. Purchase orders shall be deemed to reference a manufacturer's most recently release model or version of the product at the time of the order, unless the Customer specifically requests in writing an earlier model or version and the contractor is willing to provide such model or version.

4. Price Changes Applicable only to Term Contracts. If this is a term contract for commodities or services, the following provisions apply.

(a) Quantity Discounts. Contractors are urged to offer additional discounts for one time delivery of large single orders. Customers should seek to negotiate additional price concessions on quantity purchases of any products offered under the Contract. State Customers shall document their files accordingly.

(b) Best Pricing Offer. During the Contract term, if the Customer becomes aware of better pricing offered by the Contractor for substantially the same or a smaller quantity of a product outside the Contract, but upon the same or similar terms of the Contract, then at the discretion of the Customer the price under the Contract shall be immediately reduced to the lower price.

(c) Sales Promotions. In addition to decreasing prices for the balance of the Contract term due to a change in market conditions, a Contractor may conduct sales promotions involving price reductions for a specified lesser period. A Contractor shall submit to the Contract Specialist documentation identifying the proposed (1) starting and ending dates of the promotion, (2)

products involved, and (3) promotional prices compared to then-authorized prices. Promotional prices shall be available to all Customers. Upon approval, the Contractor shall provide conspicuous notice of the promotion.

(d) Trade-In. Customers may trade-in equipment when making purchases from the Contract. A trade-in shall be negotiated between the Customer and the Contractor. Customers are obligated to actively seek current fair market value when trading equipment, and to keep accurate records of the process. For State agencies, it may be necessary to provide documentation to the Department of Financial Services and to the agency property custodian pursuant to Chapter 273, F.S.

(e) Equitable Adjustment. The Customer may, in its sole discretion, make an equitable adjustment in the Contract terms or pricing if pricing or availability of supply is affected by extreme and unforeseen volatility in the marketplace, that is, by circumstances that satisfy all the following criteria: (1) the volatility is due to causes wholly beyond the Contractor's control, (2) the volatility affects the marketplace or industry, not just the particular Contract source of supply, (3) the effect on pricing or availability of supply is substantial, and (4) the volatility so affects the Contractor that continued performance of the Contract would result in a substantial loss.

~~**5. Additional Quantities.** For a period not exceeding ninety (90) days from the date of solicitation award, the Customer reserves the right to acquire additional quantities up to the amount shown on the solicitation but not to exceed the threshold for Category Two at the prices submitted in the response to the solicitation.~~

6. Packaging. Tangible product shall be securely and properly packed for shipment, storage, and stocking in appropriate, clearly labeled, shipping containers and according to accepted commercial practice, without extra charge for packing materials, cases, or other types of containers. All containers and packaging shall become and remain Customer's property.

7. Inspection at Contractor's Site. The Customer reserves the right to inspect, at any reasonable time with prior notice, the equipment or product or plant or other facilities of a Contractor to assess conformity with Contract requirements and to determine whether they are adequate and suitable for proper and effective Contract performance.

8. Safety Standards. All manufactured items and fabricated assemblies subject to operation under pressure, operation by connection to an electric source, or operation involving connection to a manufactured, natural, or LP gas source shall be constructed and approved in a manner acceptable to the appropriate State inspector. Acceptability customarily requires, at a minimum, identification marking of the appropriate safety standard organization, where such approvals of listings have been established for the type of device offered and furnished, for example: the American Society of Mechanical Engineers for pressure vessels; the Underwriters Laboratories and/or National Electrical Manufacturers' Association for electrically operated assemblies; and the American Gas Association for gas-operated assemblies. In addition, all items furnished shall meet all applicable requirements of the Occupational Safety and Health Act and state and federal requirements relating to clean air and water pollution.

9. Americans with Disabilities Act. Contractors should identify any products that may be used or adapted for use by visually, hearing, or other physically impaired individuals.

10. Literature. Upon request, the Contractor shall furnish literature reasonably related to the product offered, for example, user manuals, price schedules, catalogs, descriptive brochures, etc.

~~**11. Transportation and Delivery.** Prices shall include all charges for packing, handling, freight, distribution, and inside delivery. Transportation of goods shall be FOB Destination to any point within thirty (30) days after the Customer places an Order. A Contractor, within five (5) days after receiving a purchase order, shall notify the Customer of any potential delivery delays. Evidence~~

~~of inability or intentional delays shall be cause for Contract cancellation and Contractor suspension.~~

12. Installation. Where installation is required, Contractor shall be responsible for placing and installing the product in the required locations at no additional charge, unless otherwise designated on the Contract or purchase order. Contractor's authorized product and price list shall clearly and separately identify any additional installation charges. All materials used in the installation shall be of good quality and shall be free of defects that would diminish the appearance of the product or render it structurally or operationally unsound. Installation includes the furnishing of any equipment, rigging, and materials required to install or replace the product in the proper location. Contractor shall protect the site from damage and shall repair damages or injury caused during installation by Contractor or its employees or agents. If any alteration, dismantling, excavation, etc., is required to achieve installation, the Contractor shall promptly restore the structure or site to its original condition. Contractor shall perform installation work so as to cause the least inconvenience and interference with Customers and with proper consideration of others on site. Upon completion of the installation, the location and surrounding area of work shall be left clean and in a neat and unobstructed condition, with everything in satisfactory repair and order.

13. Risk of Loss. Matters of inspection and acceptance are addressed in s. 215.422, F.S. Until acceptance, risk of loss or damage shall remain with the Contractor. The Contractor shall be responsible for filing, processing, and collecting all damage claims. To assist the Contractor with damage claims, the Customer shall: record any evidence of visible damage on all copies of the delivering carrier's Bill of Lading; report damages to the carrier and the Contractor; and provide the Contractor with a copy of the carrier's Bill of Lading and damage inspection report. When a Customer rejects a product, Contractor shall remove it from the premises within ten days after notification or rejection. Upon rejection notification, the risk of loss of rejected or non-conforming product shall remain with the Contractor. Rejected product not removed by the Contractor within ten days shall be deemed abandoned by the Contractor, and the Customer shall have the right to dispose of it as its own property. Contractor shall reimburse the Customer for costs and expenses incurred in storing or effecting removal or disposition of rejected product.

14. Transaction Fee. The State of Florida has instituted MyFloridaMarketPlace, a statewide eProcurement System ("System"). Pursuant to section 287.057(22), Florida Statutes, all payments shall be assessed a Transaction Fee of one percent (1.0%), which the Contractor shall pay to the State, unless exempt pursuant to 60A-1.032, F.A.C.

For payments within the State accounting system (FLAIR or its successor), the Transaction Fee shall, when possible, be automatically deducted from payments to the Contractor. If automatic deduction is not possible, the Contractor shall pay the Transaction Fee pursuant to Rule 60A-1.031(2), F.A.C. By submission of these reports and corresponding payments, Contractor certifies their correctness. All such reports and payments shall be subject to audit by the State or its designee.

Contractor shall receive a credit for any Transaction Fee paid by the Contractor for the purchase of any item(s) if such item(s) are returned to the Contractor through no fault, act, or omission of the Contractor. Notwithstanding the foregoing, a Transaction Fee is non-refundable when an item is rejected or returned, or declined, due to the Contractor'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 Contractor in default and recovering procurement costs from the Contractor in addition to all outstanding fees.
CONTRACTORS DELINQUENT IN PAYING TRANSACTION FEES MAY BE SUBJECT TO BEING REMOVED FROM THE DEPARTMENT OF MANAGEMENT SERVICES' VENDOR LIST AS PROVIDED IN RULE 60A-1.006, F.A.C.

15. Invoicing and Payment. Invoices shall contain the Contract number, purchase order number if applicable, and the appropriate vendor identification number. The State may require any other

information from the Contractor that the State deems necessary to verify any purchase order placed under the Contract.

At the State's option, Contractors may be required to invoice electronically pursuant to guidelines of the Department of Management Services. Current guidelines require that Contractor supply electronic invoices in lieu of paper-based invoices for those transactions processed through the system. Electronic invoices shall be submitted to the Customer through the Ariba Supplier Network (ASN) in one of the following mechanisms – EDI 810, cXML, or web-based invoice entry within the ASN.

Payment shall be made in accordance with sections 215.422 and 287.0585 of the Florida Statutes, which govern time limits for payment of invoices. Invoices that must be returned to a Contractor due to preparation errors will result in a delay in payment. The Customer is responsible for all payments under the Contract. A Customer's failure to pay, or delay in payment, shall not constitute a breach of the Contract and shall not relieve the Contractor of its obligations to the Department or to other Customers. 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 or by calling the Division of Consumer Services at 1-877-693-5236.

16. Taxes. The State does not pay Federal excise or sales taxes on direct purchases of tangible personal property. The State will not pay for any personal property taxes levied on the Contractor or for any taxes levied on employees' wages. Any exceptions to this paragraph shall be explicitly noted by the Customer in the special contract conditions section of the solicitation or in the Contract or purchase order.

17. Governmental Restrictions. If the Contractor believes that any governmental restrictions have been imposed that require alteration of the material, quality, workmanship or performance of the products offered under the Contract, the Contractor shall immediately notify the Customer in writing, indicating the specific restriction. The Customer reserves the right and the complete discretion to accept any such alteration or to cancel the Contract at no further expense to the Customer.

18. Lobbying and Integrity. Customers shall ensure compliance with Section 11.062, FS and Section 216.347, FS. The Contractor shall not, in connection with this or any other agreement with the State, directly or indirectly (1) offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for any State officer or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty, or (2) offer, give, or agree to give to anyone any gratuity for the benefit of, or at the direction or request of, any State officer or employee. For purposes of clause (2), "gratuity" means any payment of more than nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. Upon request of the Customer's Inspector General, or other authorized State official, the Contractor shall provide any type of information the Inspector General deems relevant to the Contractor's integrity or responsibility. Such information may include, but shall not be limited to, the Contractor's business or financial records, documents, or files of any type or form that refer to or relate to the Contract. The Contractor shall retain such records for the longer of (1) three years after the expiration of the Contract or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: <http://dhis.dos.state.fl.us/barm/genschedules/gensched.htm>). The Contractor agrees to reimburse the State for the reasonable costs of investigation incurred by the Inspector General or other authorized State official for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the State which results in the suspension or debarment of the Contractor. Such costs shall include, but shall not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and

documentary fees. The Contractor shall not be responsible for any costs of investigations that do not result in the Contractor's suspension or debarment.

19. Indemnification. ~~The Contractor shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless the State and Customers, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Contractor, its agents, employees, partners, or subcontractors, provided, however, that the Contractor shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the State or a Customer.~~

~~Further, the Contractor shall fully indemnify, defend, and hold harmless the State and Customers from any suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret or intellectual property right, provided, however, that the foregoing obligation shall not apply to a Customer's misuse or modification of Contractor's products or a Customer's operation or use of Contractor's products in a manner not contemplated by the Contract or the purchase order. If any product is the subject of an infringement suit, or in the Contractor's opinion is likely to become the subject of such a suit, the Contractor may at its sole expense procure for the Customer the right to continue using the product or to modify it to become non-infringing. If the Contractor is not reasonably able to modify or otherwise secure the Customer the right to continue using the product, the Contractor shall remove the product and refund the Customer the amounts paid in excess of a reasonable rental for past use. The customer shall not be liable for any royalties.~~

~~The Contractor's obligations under the preceding two paragraphs with respect to any legal action are contingent upon the State or Customer giving the Contractor (1) written notice of any action or threatened action, (2) the opportunity to take over and settle or defend any such action at Contractor's sole expense, and (3) assistance in defending the action at Contractor's sole expense. The Contractor shall not be liable for any cost, expense, or compromise incurred or made by the State or Customer in any legal action without the Contractor's prior written consent, which shall not be unreasonably withheld.~~

20. Limitation of Liability. ~~For all claims against the Contractor under any contract or purchase order, and regardless of the basis on which the claim is made, the Contractor's liability under a contract or purchase order for direct damages shall be limited to the greater of \$100,000, the dollar amount of the contract or purchase order, or two times the charges rendered by the Contractor under the purchase order. This limitation shall not apply to claims arising under the Indemnity paragraph contain in this agreement.~~

~~Unless otherwise specifically enumerated in the Contract or in the purchase order, no party shall be liable to another for special, indirect, punitive, or consequential damages, including lost data or records (unless the contract or purchase order requires the Contractor to back-up data or records), even if the party has been advised that such damages are possible. No party shall be liable for lost profits, lost revenue, or lost institutional operating savings. The State and Customer may, in addition to other remedies available to them at law or equity and upon notice to the Contractor, retain such monies from amounts due Contractor as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them. The State may set off any liability or other obligation of the Contractor or its affiliates to the State against any payments due the Contractor under any contract with the State.~~

21. Suspension of Work. The Customer may in its sole discretion suspend any or all activities under the Contract or purchase order, at any time, when in the best interests of the State to do so. The Customer shall provide the Contractor written notice outlining the particulars of suspension. Examples of the reason for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension

notice, the Contractor shall comply with the notice and shall not accept any purchase orders. Within ninety days, or any longer period agreed to by the Contractor, the Customer shall either (1) issue a notice authorizing resumption of work, at which time activity shall resume, or (2) terminate the Contract or purchase order. Suspension of work shall not entitle the Contractor to any additional compensation.

~~**22. Termination for Convenience.** The Customer, by written notice to the Contractor, may terminate the Contract in whole or in part when the Customer determines in its sole discretion that it is in the State's interest to do so. The Contractor shall not furnish any product after it receives the notice of termination, except as necessary to complete the continued portion of the Contract, if any. The Contractor shall not be entitled to recover any cancellation charges or lost profits.~~

~~**23. Termination for Cause.** The Customer may terminate the Contract if the Contractor fails to (1) deliver the product within the time specified in the Contract or any extension, (2) maintain adequate progress, thus endangering performance of the Contract, (3) honor any term of the Contract, or (4) abide by any statutory, regulatory, or licensing requirement. Rule 60A-1.006(3), F.A.C., governs the procedure and consequences of default. The Contractor shall continue work on any work not terminated. Except for defaults of subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the Contract arises from events completely beyond the control, and without the fault or negligence, of the Contractor. If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both the Contractor and the subcontractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform, unless the subcontracted products were obtainable from other sources in sufficient time for the Contractor to meet the required delivery schedule. If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Customer. The rights and remedies of the Customer in this clause are in addition to any other rights and remedies provided by law or under the Contract.~~

24. Force Majeure, Notice of Delay, and No Damages for Delay. The Contractor shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of the Contractor or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Contractor's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to the Contractor. In case of any delay the Contractor believes is excusable, the Contractor shall notify the Customer in writing of the delay or potential delay and describe the cause of the delay either (1) within ten (10) days after the cause that creates or will create the delay first arose, if the Contractor could reasonably foresee that a delay could occur as a result, or (2) if delay is not reasonably foreseeable, within five (5) days after the date the Contractor first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE CONTRACTOR'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against the Customer. The Contractor shall not be entitled to an increase in the Contract price or payment of any kind from the Customer for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist the Contractor shall perform at no increased cost, unless the Customer determines, in its sole discretion, that the delay will significantly impair the value of the Contract to the State or to Customers, in which case the Customer may (1) accept allocated performance or deliveries from the Contractor, provided that the Contractor grants preferential treatment to Customers with respect to products subjected to allocation, or (2) purchase from other sources (without recourse to and by the Contractor for the related costs and expenses) to replace all or part of the products that are the subject of the delay, which purchases may be

deducted from the Contract quantity, or (3) terminate the Contract in whole or in part.

25. Changes. ~~The Customer may unilaterally require, by written order, changes altering, adding to, or deducting from the Contract specifications, provided that such changes are within the general scope of the Contract. The Customer may make an equitable adjustment in the Contract price or delivery date if the change affects the cost or time of performance. Such equitable adjustments require the written consent of the Contractor, which shall not be unreasonably withheld. If unusual quantity requirements arise, the Customer may solicit separate bids to satisfy them.~~

26. Renewal. ~~Upon mutual agreement, the Customer and the Contractor may renew the Contract, in whole or in part, for a period that may not exceed 3 years or the term of the contract, whichever period is longer. Any renewal shall specify the renewal price, as set forth in the solicitation response. The renewal must be in writing and signed by both parties, and is contingent upon satisfactory performance evaluations and subject to availability of funds.~~

27. Purchase Order Duration. ~~Purchase orders issued pursuant to a state term or agency contract must be received by the Contractor no later than close of business on the last day of the contract's term to be considered timely. The Contractor is obliged to fill those orders in accordance with the contract's terms and conditions. Purchase orders received by the contractor after close of business on the last day of the state term or agency contract's term shall be considered void.~~

~~Purchase orders for a one-time delivery of commodities or performance of contractual services shall be valid through the performance by the Contractor, and all terms and conditions of the state term or agency contract shall apply to the single delivery/performance, and shall survive the termination of the Contract.~~

~~Contractors are required to accept purchase orders specifying delivery schedules exceeding the contracted schedule even when such extended delivery will occur after expiration of the state term or agency contract. For example, if a state term contract calls for delivery 30 days after receipt of order (ARO), and an order specifies delivery will occur both in excess of 30 days ARO and after expiration of the state term contract, the Contractor will accept the order. However, if the Contractor expressly and in writing notifies the ordering office within ten (10) calendar days of receipt of the purchase order that Contractor will not accept the extended delivery terms beyond the expiration of the state term contract, then the purchase order will either be amended in writing by the ordering entity within ten (10) calendar days of receipt of the contractor's notice to reflect the state term contract delivery schedule, or it shall be considered withdrawn.~~

~~The duration of purchase orders for recurring deliveries of commodities or performance of services shall not exceed the expiration of the state term or agency contract by more than twelve months. However, if an extended pricing plan offered in the state term or agency contract is selected by the ordering entity, the contract terms on pricing plans and renewals shall govern the maximum duration of purchase orders reflecting such pricing plans and renewals.~~

~~Timely purchase orders shall be valid through their specified term and performance by the Contractor, and all terms and conditions of the state term or agency contract shall apply to the recurring delivery/performance as provided herein, and shall survive the termination of the Contract.~~

~~Ordering offices shall not renew a purchase order issued pursuant to a state term or agency contract if the underlying contract expires prior to the effective date of the renewal.~~

28. Advertising. Subject to Chapter 119, Florida Statutes, the Contractor shall not publicly disseminate any information concerning the Contract without prior written approval from the Customer, including, but not limited to mentioning the Contract in a press release or other

promotional material, identifying the Customer or the State as a reference, or otherwise linking the Contractor's name and either a description of the Contract or the name of the State or the Customer in any material published, either in print or electronically, to any entity that is not a party to Contract, except potential or actual authorized distributors, dealers, resellers, or service representative.

~~**29. Assignment.** The Contractor shall not sell, assign or transfer any of its rights, duties or obligations under the Contract, or under any purchase order issued pursuant to the Contract, without the prior written consent of the Customer. In the event of any assignment, the Contractor remains secondarily liable for performance of the contract, unless the Customer expressly waives such secondary liability. The Customer may assign the Contract with prior written notice to Contractor of its intent to do so.~~

30. Antitrust Assignment. The Contractor and the State of Florida recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the State of Florida. Therefore, the contractor hereby assigns to the State of Florida any and all claims for such overcharges as to goods, materials or services purchased in connection with the Contract.

~~**31. Dispute Resolution.** Any dispute concerning performance of the Contract shall be decided by the Customer's designated contract manager, who shall reduce the decision to writing and serve a copy on the Contractor. The decision shall be final and conclusive unless within twenty one (21) days from the date of receipt, the Contractor files with the Customer a petition for administrative hearing. The Customer's decision on the petition shall be final, subject to the Contractor's right to review pursuant to Chapter 120 of the Florida Statutes. Exhaustion of administrative remedies is an absolute condition precedent to the Contractor's ability to pursue any other form of dispute resolution; provided, however, that the parties may employ the alternative dispute resolution procedures outlined in Chapter 120.~~

~~Without limiting the foregoing, the exclusive venue of any legal or equitable action that arises out of or relates to the Contract shall be the appropriate state court in Leon County, Florida; in any such action, Florida law shall apply and the parties waive any right to jury trial.~~

32. Employees, Subcontractors, and Agents. All Contractor employees, subcontractors, or agents performing work under the Contract shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Contractor shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under the Contract must comply with all security and administrative requirements of the Customer and shall comply with all controlling laws and regulations relevant to the services they are providing under the Contract. The State may conduct, and the Contractor shall cooperate in, a security background check or otherwise assess any employee, subcontractor, or agent furnished by the Contractor. The State may refuse access to, or require replacement of, any personnel for cause, including, but not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with a Customer's security or other requirements. Such approval shall not relieve the Contractor of its obligation to perform all work in compliance with the Contract. The State may reject and bar from any facility for cause any of the Contractor's employees, subcontractors, or agents.

33. Security and Confidentiality. The Contractor shall comply fully with all security procedures of the United States, State of Florida and Customer in performance of the Contract. The Contractor shall not divulge to third parties any confidential information obtained by the Contractor or its agents, distributors, resellers, subcontractors, officers or employees in the course of performing Contract work, including, but not limited to, security procedures, business operations information, or commercial proprietary information in the possession of the State or Customer. The Contractor shall not be required to keep confidential information or material that is publicly available through no fault of the Contractor, material that the Contractor developed independently

without relying on the State's or Customer's confidential information, or material that is otherwise obtainable under State law as a public record. To insure confidentiality, the Contractor shall take appropriate steps as to its personnel, agents, and subcontractors. The warranties of this paragraph shall survive the Contract.

34. Contractor Employees, Subcontractors, and Other Agents. The Customer and the State shall take all actions necessary to ensure that Contractor's employees, subcontractors and other agents are not employees of the State of Florida. Such actions include, but are not limited to, ensuring that Contractor's employees, subcontractors, and other agents receive benefits and necessary insurance (health, workers' compensations, and unemployment) from an employer other than the State of Florida.

~~**35. Insurance Requirements.** During the Contract term, the Contractor at its sole expense shall provide commercial insurance of such a type and with such terms and limits as may be reasonably associated with the Contract. Providing and maintaining adequate insurance coverage is a material obligation of the Contractor. Upon request, the Contractor shall provide certificate of insurance. The limits of coverage under each policy maintained by the Contractor shall not be interpreted as limiting the Contractor's liability and obligations under the Contract. All insurance policies shall be through insurers authorized or eligible to write policies in Florida.~~

36. Warranty of Authority. Each person signing the Contract warrants that he or she is duly authorized to do so and to bind the respective party to the Contract.

37. Warranty of Ability to Perform. The Contractor warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish the Contractor's ability to satisfy its Contract obligations. The Contractor warrants that neither it nor any affiliate is currently on the convicted vendor list maintained pursuant to section 287.133 of the Florida Statutes, or on any similar list maintained by any other state or the federal government. The Contractor shall immediately notify the Customer in writing if its ability to perform is compromised in any manner during the term of the Contract.

38. Notices. All notices required under the Contract shall be delivered by certified mail, return receipt requested, by reputable air courier service, or by personal delivery to the agency designee identified in the original solicitation, or as otherwise identified by the Customer. Notices to the Contractor shall be delivered to the person who signs the Contract. Either designated recipient may notify the other, in writing, if someone else is designated to receive notice.

39. Leases and Installment Purchases. Prior approval of the Chief Financial Officer (as defined in Section 17.001, F.S.) is required for State agencies to enter into or to extend any lease or installment-purchase agreement in excess of the Category Two amount established by section 287.017 of the Florida Statutes.

~~**40. Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE).** Section 946.515(2), F.S. requires the following statement to be included in the solicitation: "It is expressly understood and agreed that any articles which are the subject of, or required to carry out, the Contract shall be purchased from the corporation identified under Chapter 946 of the Florida Statutes (PRIDE) in the same manner and under the same procedures set forth in section 946.515(2) and (4) of the Florida Statutes; and for purposes of the Contract the person, firm, or other business entity carrying out the provisions of the Contract shall be deemed to be substituted for the agency insofar as dealings with such corporation are concerned." Additional information about PRIDE and the products it offers is available at <http://www.pridefl.com>.~~

~~**41. Products Available from the Blind or Other Handicapped.** Section 413.036(3), F.S. requires the following statement to be included in the solicitation: "It is expressly understood and agreed that any articles that are the subject of, or required to carry out, this contract 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 contract the person, firm, or other business entity carrying out the provisions of this contract shall be deemed to be substituted for the State agency insofar as dealings with such qualified nonprofit agency are concerned." Additional information about the designated nonprofit agency and the products it offers is available at <http://www.respectofflorida.org>.

42. Modification of Terms. ~~The Contract contains all the terms and conditions agreed upon by the parties, which terms and conditions shall govern all transactions between the Customer and the Contractor. The Contract may only be modified or amended upon mutual written agreement of the Customer and the Contractor. No oral agreements or representations shall be valid or binding upon the Customer or the Contractor. No alteration or modification of the Contract terms, including substitution of product, shall be valid or binding against the Customer. The Contractor may not unilaterally modify the terms of the Contract by affixing additional terms to product upon delivery (e.g., attachment or inclusion of standard preprinted forms, product literature, "shrink wrap" terms accompanying or affixed to a product, whether written or electronic) or by incorporating such terms onto the Contractor's order or fiscal forms or other documents forwarded by the Contractor for payment. The Customer's acceptance of product or processing of documentation on forms furnished by the Contractor for approval or payment shall not constitute acceptance of the proposed modification to terms and conditions.~~

43. Cooperative Purchasing. Pursuant to their own governing laws, and subject to the agreement of the Contractor, other entities may be permitted to make purchases at the terms and conditions contained herein. Non-Customer purchases are independent of the agreement between Customer and Contractor, and Customer shall not be a party to any transaction between the Contractor and any other purchaser.

State agencies wishing to make purchases from this agreement are required to follow the provisions of s. 287.042(16)(a), F.S. This statute requires the Department of Management Services to determine that the requestor's use of the contract is cost-effective and in the best interest of the State.

44. Waiver. The delay or failure by the Customer to exercise or enforce any of its rights under this Contract shall not constitute or be deemed a waiver of the Customer's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

45. Annual Appropriations. The State's performance and obligation to pay under this contract are contingent upon an annual appropriation by the Legislature.

46. Execution in Counterparts. The Contract may be executed in counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

47. Severability. If a court deems any provision of the Contract void or unenforceable, that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable and all other provisions shall remain in full force and effect.

**AGREEMENT
BETWEEN DEPARTMENT AND CONTRACTOR
FOR CONSTRUCTION CONTRACT**

Contract No.:	_____
F.E.I.D. No:	_____
Appropriation No.:	_____
Procurement No:	<u>RFP-DOT-17-18-5008-SQZ</u>
D.M.S. Catalog Class No.:	<u>72151306</u>

BY THIS AGREEMENT, effective on this day of _____, the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION (hereinafter called "Department") and _____, (hereinafter called "Contractor"), of _____, authorized to do business in the State of Florida, agree as follows:

ARTICLE 1 – WORK

- 1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: Provide the installation of special striping and signage at Sunrail crossings on SR426 and SR436.

ARTICLE 2 – THE PROJECT

The Project for which the Work under the Contract Documents may be the whole or only a part is generally identified by the Department as Projects:
427956-1-72-27, State Funded

Contract Times

- 2.01 *Time of the Essence*

A. Time is of the essence to each and every obligation under this Agreement.

- 3.02 *Days to Achieve Completion of Work and Contract Term*

A. The Work will be completed within 135 calendar days after the date when the Contract Time commences to run. It is understood and agreed that the date on which calendar days will begin to be charged to the project shall be either (1) the 30 calendar days from the date of issuance of the initial notice to begin work, or (2) the date on which the Contractor actually begins work, whichever date is the earlier. The Service period shall commence on written Notice to Proceed.

ARTICLE 4 – CONTRACT PRICE

- 4.01 Department shall pay Contractor the Contract Price of \$_____, for completion of the Work in accordance with the Contract Documents as a lump sum price, payable in accordance with the Exhibit “B”, Method of Compensation.

ARTICLE 5 – CONTRACT DOCUMENTS

5.01 Contents

- A. The Contract Documents which comprise the entire agreement between Department and Contractor concerning the Work and which are incorporated herein by this reference consist of the following:
1. This Agreement
 2. Exhibit A, Scope of Services
 3. Exhibit B, Method of Compensation
 4. Exhibit C, Insurance Requirements
 5. The PUR 1000 terms and conditions.
 6. Bid Bond and Performance Bond
 7. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
 - a. All written Amendments, Supplemental Agreements, Work Orders, and other documents modifying or supplementing the Contract Documents pursuant to the Specifications.
- B. There are no Contract Documents other than those listed above in this Article 5. The Contract Documents may only be amended, modified, or supplemented as deemed necessary by the Department in accordance with the Specifications, as applicable.

ARTICLE 6 – MISCELLANEOUS

- 6.01 Department and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.
- 6.02 Assignment of the Contract is addressed in Article 8-1 of the Specifications.
- 6.03 The Contractor agrees that it shall make no statements, press releases or publicity releases concerning this Agreement or its subject matter or otherwise disclose or permit to be disclosed 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 Engineer and securing the Department's prior written consent.

- 6.04 The Contractor 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.
- 6.05 If the Contractor 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:
- A. 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.
 - B. 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.
 - C. 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.
- 6.06 The Contractor 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 Contractor further covenants and agrees that when a former state employee is employed by the Contractor, the Contractor 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 Contractor 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.
- 6.07 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 rely 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 36 months from the date of being placed on the convicted vendor list.

- 6.08 An entity or affiliate 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.
- 6.09 The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274 A (e) of the Immigration and Nationality Act. If the Contractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this agreement.
- 6.10 Pursuant to Section 216.347, Florida Statutes, the Contractor may not expend any State funds for the purpose of lobbying the Legislature, the judicial branch, or a state agency.
- 6.11 This Agreement involves the expenditure of federal funds and Section 946.515, Florida Statutes does not apply.
- 6.12 This Agreement will not be renewed.
- 6.13 The Contractor 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, Contractor 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 Contractor or its employees, agents, representatives, or subcontractors. Contractor agrees to include this provision in all its subcontracts under this Agreement.
- 6.14 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 Contractor.
- 6.15 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.

6.16 This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

6.17 In any legal action related to this Agreement, instituted by either party, the Contractor 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 Contractor, the Contractor hereby consents to the transfer of venue to the county chosen by the Department upon the Department filing a motion requesting the same.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed the day and year first above written.

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

Name of Contractor

By: _____
(Authorized Signature)

By: _____
(Authorized Signature)

(Print/Type)

Nicola A. Liquori, CPA
(Print/Type)

Title: _____

Title: SunRail Chief Executive Officer

FOR DEPARTMENT USE ONLY

APPROVED:

LEGAL APPROVAL:

Procurement Office

**State of Florida
Department of Transportation**



**Exhibit A, Scope of Services,
Plans and Specifications
SunRail Quiet Zone – Special
Pavement Markings**

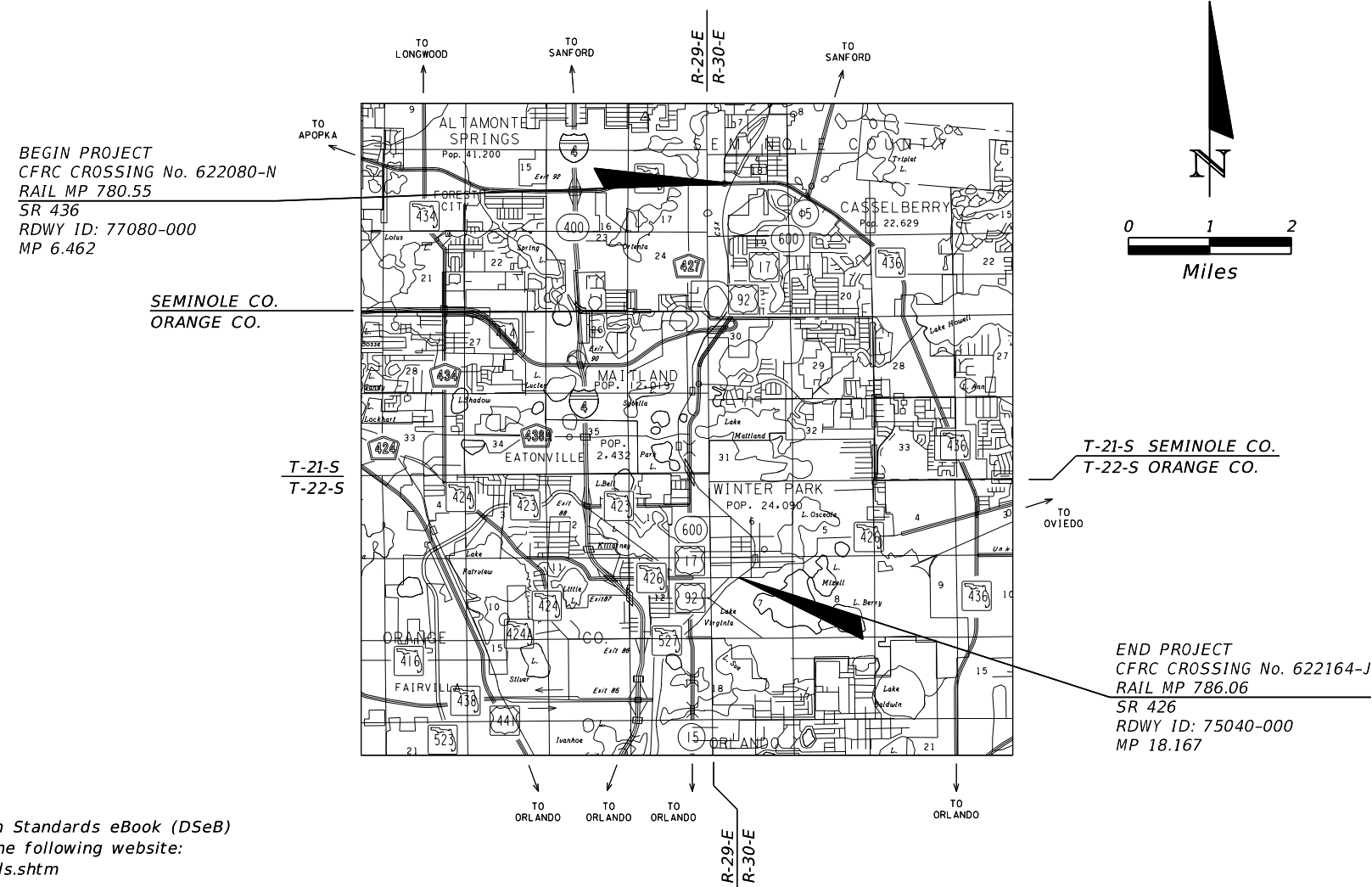
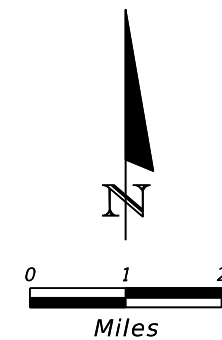
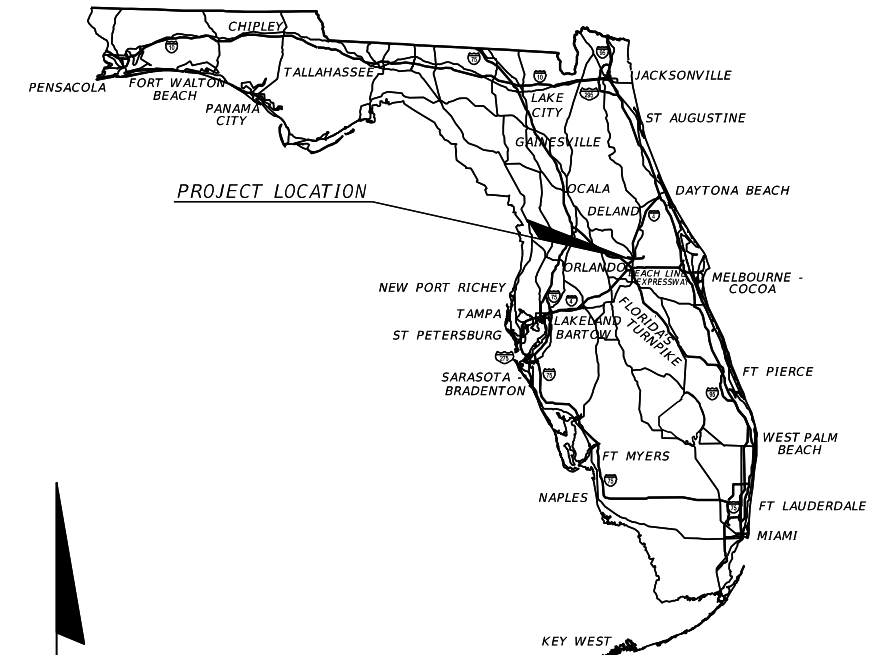
STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

CONTRACT PLANS

FINANCIAL PROJECT ID 427956-1-72-27
ORANGE COUNTY 75040 (SR 426)
SEMINOLE COUNTY 77080 (SR 436)
CENTRAL FLORIDA RAIL CORRIDOR (CFRC)

INDEX OF ROADWAY PLANS

SHEET NO.	SHEET DESCRIPTION
1	KEY SHEET
2	SIGNATURE SHEET
3	SUMMARY OF PAY ITEMS
4-6	GENERAL NOTES
7	ROADWAY PLAN
8-9	STORMWATER POLLUTION PREVENTION PLAN
10-12	TRAFFIC CONTROL PLAN
13-14	SIGNING AND MARKING PLAN



BEGIN PROJECT
CFRC CROSSING No. 622080-N
RAIL MP 780.55
SR 436
RDWY ID: 77080-000
MP 6.462

SEMINOLE CO.
ORANGE CO.

T-21-S
T-22-S

T-21-S SEMINOLE CO.
T-22-S ORANGE CO.

END PROJECT
CFRC CROSSING No. 622164-J
RAIL MP 786.06
SR 426
RDWY ID: 75040-000
MP 18.167

ROADWAY PLANS
ENGINEER OF RECORD:

MATTHEW S. ROSS, P.E. NO.: 56977
HNTB CORPORATION
610 CRESCENT EXECUTIVE COURT
SUITE 400
LAKE MARY, FL 32746
(407) 805-0355
CONTRACT NO.: C-9L04
VENDOR NO.: VF431623092001
CERT. OF AUTH. NO.: 6500

FDOT PROJECT MANAGER:

ASHRAF A. ELMAGHRABY, M.Sc., P.E.

GOVERNING DESIGN STANDARDS:

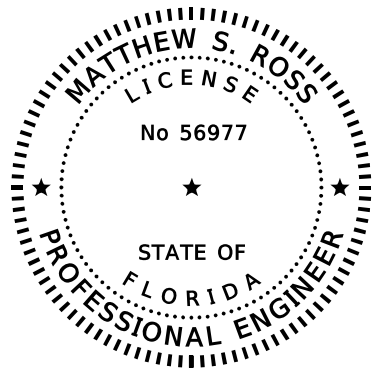
Florida Department of Transportation, FY2017-18 Design Standards eBook (DSeB) and applicable Design Standards Revisions (DSRs) at the following website: <http://www.fdot.gov/roadway/DesignStandards/Standards.shtm>

GOVERNING STANDARD SPECIFICATIONS:

Florida Department of Transportation, January 2018 Standard Specifications for Road and Bridge Construction at the following website: <http://www.fdot.gov/programmanagement/implemented/SpecBooks>

CONSTRUCTION CONTRACT NO.	FISCAL YEAR	SHEET NO.
	18	1

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.



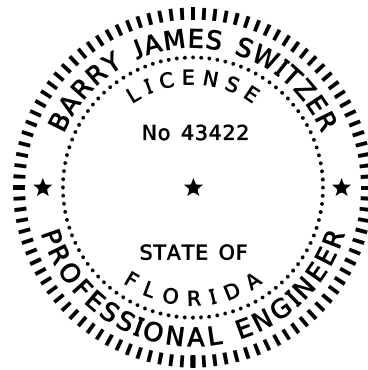
THIS DOCUMENT HAS BEEN DIGITALLY SIGNED AND SEALED BY:

PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED. THE SIGNATURE MUST BE VERIFIED ON THE ELECTRONIC DOCUMENTS.

HNTB CORPORATION
610 CRESCENT EXECUTIVE CT, SUITE 400
LAKE MARY, FL 32746
CERTIFICATE OF AUTHORIZATION: 6500
MATTHEW ROSS, P.E. NO. 56977

THE ABOVE NAMED PROFESSIONAL ENGINEER SHALL BE RESPONSIBLE FOR THE FOLLOWING SHEETS IN ACCORDANCE WITH RULE 61G15-23.004, F.A.C.

<u>SHEET NO.</u>	<u>SHEET DESCRIPTION</u>
1	KEY SHEET
2	SIGNATURE SHEET
3	SUMMARY OF PAY ITEMS
4-6	GENERAL NOTES
7	ROADWAY PLAN
10-12	TRAFFIC CONTROL PLAN



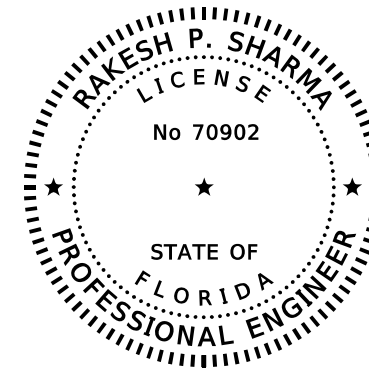
THIS DOCUMENT HAS BEEN DIGITALLY SIGNED AND SEALED BY:

PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED. THE SIGNATURE MUST BE VERIFIED ON THE ELECTRONIC DOCUMENTS.

HNTB CORPORATION
610 CRESCENT EXECUTIVE CT, SUITE 400
LAKE MARY, FL 32746
CERTIFICATE OF AUTHORIZATION: 6500
BARRY JAMES SWITZER, P.E. NO. 43422

THE ABOVE NAMED PROFESSIONAL ENGINEER SHALL BE RESPONSIBLE FOR THE FOLLOWING SHEETS IN ACCORDANCE WITH RULE 61G15-23.004, F.A.C.

<u>SHEET NO.</u>	<u>SHEET DESCRIPTION</u>
2	SIGNATURE SHEET
8-9	STORMWATER POLLUTION PREVENTION PLAN



THIS DOCUMENT HAS BEEN DIGITALLY SIGNED AND SEALED BY:

PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED. THE SIGNATURE MUST BE VERIFIED ON THE ELECTRONIC DOCUMENTS.

HNTB CORPORATION
610 CRESCENT EXECUTIVE CT, SUITE 400
LAKE MARY, FL 32746
CERTIFICATE OF AUTHORIZATION: 6500
RAKESH P. SHARMA, P.E. NO. 70902

THE ABOVE NAMED PROFESSIONAL ENGINEER SHALL BE RESPONSIBLE FOR THE FOLLOWING SHEETS IN ACCORDANCE WITH RULE 61G15-23.004, F.A.C.

<u>SHEET NO.</u>	<u>SHEET DESCRIPTION</u>
2	SIGNATURE SHEET
13-14	SIGNING AND MARKING PLAN

REVISIONS				HNTB CORPORATION 610 CRESCENT EXECUTIVE COURT SUITE 400, LAKE MARY, FL 32746 (407) 805-0355 CERT. OF AUTH. NO. 6500	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			SHEET NO. 2
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT ID	
					CFRC	ORANGE / SEMINOLE	427956-1-72-27	

SIGNATURE SHEET

09/28/2017 12:43:07 PM

FLORIDA DEPARTMENT OF TRANSPORTATION PROPOSAL SUMMARY OF PAY ITEMS FOR PROPOSAL:						
LEAD PROJECT : 427956-1-72-27			DISTRICT : 05	COUNTY/SECTION :		
PROJECT(S) : 42795617227			COUNTY : ORANGE/SEMINOLE			
0001 SUMMARY OF PAVEMENT STRIPING (LARGE MACHINE) (LM)						
SPC	ALT	ITEM NUMBER	ITEM DESCRIPTION	UNIT	42795617227	QUANTITY TOTAL
		0999- 2-	LUMP SUM CONTRACT, ALTERNATIVE BIDDING	LS	1.000	1.000

REVISIONS				ENGINEER OF RECORD: MATTHEW S. ROSS P.E. NO.: 56977 HNTB CORPORATION 610 CRESCENT EXECUTIVE COURT SUITE 400, LAKE MARY, FL 32746 (407) 805-0355 CERT. OF AUTH. NO. 6500	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			SUMMARY OF PAY ITEMS	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT ID		3
					CFRC	ORANGE / SEMINOLE	427956-1-72-27		

NOTICE: THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

GENERAL NOTES

- BENCHMARK DATUM USED FOR THE PLANS IS THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 88).
- EXISTING RIGHT-OF-WAY, TOPOGRAPHICAL FEATURES, CENTERLINE OF RAIL, AND BASELINE OF CONSTRUCTION INFORMATION WAS OBTAINED FROM FDOT FPID: 412994-4 AND USED AS A BASIS FOR THESE PLANS.
- THE LOCATION(S) OF THE UTILITIES SHOWN IN THE PLANS (INCLUDING THOSE DESIGNATED Vv, Vh, AND Vvh) ARE BASED ON LIMITED INVESTIGATION TECHNIQUES AND SHOULD BE CONSIDERED APPROXIMATE ONLY. THE VERIFIED LOCATIONS/ELEVATIONS APPLY ONLY AT THE POINTS SHOWN. INTERPOLATIONS BETWEEN THESE POINTS HAVE NOT BEEN VERIFIED.
- NON-LOCATED/UNMARKED FDOT ITS FACILITIES, INCLUDING FIBER OPTIC COMMUNICATION AND TRAFFIC CONTROL SIGNAL LOOPS/DEVICES, MAY BE LOCATED WITHIN THE PROJECT LIMITS; MAKE TEMPORARY REPAIRS TO ANY DAMAGE TO A FACILITY WITHIN FOUR (4) HOURS OF THE OCCURRENCE. IF ASSISTANCE IS REQUIRED REGARDING ITS FACILITIES, CONTACT THE FDOT TRAFFIC OPERATIONS ITS MANAGER AT (386) 943-5000.

5. UTILITY CONTACTS:

SR 436		
COMPANY	CONTACT	TELEPHONE NUMBER
AT&T CORP/PEA	GREG JACOBSON	813-342-0512
CENTURY LINK	MARLON BROWN	863-452-3132
CHARTER COMMUNICATIONS	MARVIN USRY	407-532-8509
CITY OF ALTAMONTE SPRINGS	ED TORRES	407-571-8337
DUKE ENERGY FLORIDA, INC-DISTRIBUTION	ROBB BROWN	352-459-4671
FPL FIBERNET	VICTOR CORTORREAL	904-854-6139
LEVEL 3 COMMUNICATIONS, LLC	NETWORK RELATIONS	877-366-8344x2
SEMINOLE COUNTY	JAMES MONAHAN	407-655-5658
TECO PEOPLES GAS	BRUCE STOUT	407-420-2678
VERIZON BUSINESS	THOMAS CLARK	918-590-9903

SR 426		
COMPANY	CONTACT	TELEPHONE NUMBER
CENTURY LINK	MARLON BROWN	863-452-3132
CHARTER COMMUNICATIONS	MARVIN USRY	407-532-8509
CITY OF WINTER PARK- ELECTRIC	JERRY WARREN	407-599-3233
CITY OF WINTER PARK- WATER/ WASTEWATER	DAVID ZUSI	407-599-3233
ORLANDO TELEPHONE COMPANY	BILL LEAN	407-595-7329
TECO PEOPLES GAS	BRUCE STOUT	407-420-2678
VERIZON BUSINESS	THOMAS CLARK	918-590-9903

- THE INTENT OF THE PROPOSED DESIGN IS TO MAINTAIN EXISTING LANE WIDTHS AND LANE LINES. FIELD ADJUSTMENTS MAY BE REQUIRED.
- A "SPECIAL EVENT" IS DEFINED AS A FESTIVAL, FAIR, RUN, RACE, MOTORCADE, PARADE, CIVIC ACTIVITY, CULTURAL ACTIVITY, CHARITY OR FUND DRIVE, SPORTING EVENT OR SIMILAR ACTIVITY THAT COULD BE NEGATIVELY IMPACTED AS A RESULT OF THE WORK. SPECIAL EVENTS INCLUDE, BUT ARE NOT LIMITED TO, MAGIC BASKETBALL GAMES, AND EVENTS AT THE CAMPING WORLD STADIUM, AMWAY CENTER, AND THE DR. PHILLIPS CENTER FOR THE PERFORMING ARTS.

8. THE FOLLOWING TRAFFIC MONITORING SITES ARE WITHIN ONE-HALF MILE OF THE PROJECT LIMITS:

- SR 436
 TRAFFIC MONITORING SITE SITE NUMBER 770106, ROADWAY IDENTIFICATION NUMBER 77080-000, MP 6.601
 SITE INCLUDES VEHICLE DETECTORS IN ROADWAY AND BASE MOUNTED CABINET.
- TRAFFIC MONITORING SITE SITE NUMBER 775071, ROADWAY IDENTIFICATION NUMBER 77080-000, MP 6.339
 SITE INCLUDES VEHICLE DETECTORS IN ROADWAY AND BASE MOUNTED CABINET.
- SR 426
 TRAFFIC MONITORING SITE SITE NUMBER 750176, ROADWAY IDENTIFICATION NUMBER 75040-000, MP 18.279
 SITE INCLUDES VEHICLE DETECTORS IN ROADWAY AND BASE MOUNTED CABINET.
- TRAFFIC MONITORING SITE SITE NUMBER 755072, ROADWAY IDENTIFICATION NUMBER 75006-000, MP 1.572
 SITE INCLUDES VEHICLE DETECTORS IN ROADWAY AND BASE MOUNTED CABINET.
- TRAFFIC MONITORING SITE SITE NUMBER 755075, ROADWAY IDENTIFICATION NUMBER 75090-000, MP 0.200
 SITE INCLUDES VEHICLE DETECTORS IN ROADWAY AND BASE MOUNTED CABINET.
- TRAFFIC MONITORING SITE SITE NUMBER 755071, ROADWAY IDENTIFICATION NUMBER 75006-000, MP 1.204
 SITE INCLUDES ROAD TUBES.
- TRAFFIC MONITORING SITE SITE NUMBER 758038, ROADWAY IDENTIFICATION NUMBER 75000-051, MP 0.500
 SITE INCLUDES OFF SYSTEM ROAD TUBES.
- TRAFFIC MONITORING SITE SITE NUMBER 758037, ROADWAY IDENTIFICATION NUMBER 75000-050, MP 0.500
 SITE INCLUDES OFF SYSTEM ROAD TUBES.

CONTACT THE FDOT DISTRICT TRAFFIC DATA SECTION MANAGER, CHERYL BURKE, AT 386-943-5000.

REVISIONS				ENGINEER OF RECORD: MATTHEW S. ROSS P.E. NO.: 56977 HNTB CORPORATION 610 CRESCENT EXECUTIVE COURT SUITE 400, LAKE MARY, FL 32746 (407) 805-0355 CERT. OF AUTH. NO. 6500	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			SHEET NO. 4
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT ID	
					CFRC	ORANGE / SEMINOLE	427956-1-72-27	

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

GENERAL NOTES

RAIL NOTES

1. REPORT ALL RAILROAD EMERGENCY
SUNRAIL OPERATIONS AND CONTROL CENTER
1-877-235-7245
(1-877-CFL-RAIL)

2. SAFETY AWARENESS TRAINING AND SECURITY CLEARANCE:
SAFETY AWARENESS TRAINING AND SECURITY CLEARANCE IS REQUIRED FOR ALL PERSONNEL REQUIRING ACCESS TO THE CENTRAL FLORIDA RAIL CORRIDOR (CFRC) RAILROAD CORRIDOR. THIS TRAINING AND CLEARANCE CAN OCCUR PRIOR TO SCHEDULING THE PROJECT. ALL TRAINING MUST BE COMPLETE PRIOR TO THE DAY OF BEGINNING CONSTRUCTION.

ALL WORKERS ON THE CORRIDOR SHALL DISPLAY THE APPROPRIATE PHOTO IDENTIFICATION BADGE ISSUED BY THE DEPARTMENT VENDOR THAT PROVIDES THESE SERVICES ON BEHALF OF THE DEPARTMENT.

THE DEPARTMENT'S POLICY REGARDING BACKGROUND INVESTIGATIONS FOR THOSE INDIVIDUALS WHO REQUIRE AUTHORIZATION TO ENTER THE CFRC IS AS FOLLOWS:

"NO PERSON, WHETHER EMPLOYED BY VENDOR, CONTRACTOR, PERMIT HOLDER, ETC., AS APPLICABLE, OR A SUBCONTRACTOR OR SUPPLIER, MAY WORK WITHIN THE CENTRAL FLORIDA RAIL CORRIDOR (RAILROAD RIGHT OF WAY) UNLESS THAT PERSON HAS CLEARED A REASONABLE BACKGROUND CHECK WITHIN A REASONABLE TIME PRIOR TO BEGINNING WORK. UPON REQUEST FROM THE DEPARTMENT, VENDOR, CONTRACTOR, PERMIT HOLDER, ETC., AS APPLICABLE, SHALL PROVIDE WRITTEN DOCUMENTATION THAT THE PERSON CLEARED SAID BACKGROUND CHECK."

NOTE: THE DEPARTMENT IS NO LONGER REQUIRING WORKERS TO OBTAIN A BACKGROUND INVESTIGATION THROUGH E-RAILSAFE / E-VERIFILE. THE DEPARTMENT IS NO LONGER UNDER CONTRACT WITH E-RAILSAFE / E-VERIFILE.

IF A WORKER HOLDS A CURRENT CFRC E-RAILSAFE BADGE, THOSE CREDENTIALS ARE SUFFICIENT FOR AUTHORIZATION TO ENTER THE CFRC, UNTIL THE EXPIRATION DATE OF THE E-RAILSAFE BADGE.

3. ROADWAY WORKER PROTECTION TRAINING:
ROADWAY WORKER PROTECTION (RWP) TRAINING IS REQUIRED FOR ALL PERSONNEL WORKING WITHIN 25 FEET OF THE NEAREST RAIL WITHIN THE CFRC RAILROAD CORRIDOR. ALL WORKERS ON THE CORRIDOR SHALL CARRY ON THEIR PERSON AT ALL TIMES THE APPROPRIATE CERTIFICATION FOR ROADWAY WORKER PROTECTION TRAINING WHEN ON THE CORRIDOR.
RWP TRAINING WILL BE PROVIDED BY BOMBARDIER TRANSPORTATION NORTH AMERICA (BTNA). CONTACT PERSON FOR BTNA IS:

NATASHA FURNISS
SUNRAIL OPERATIONS & MAINTENANCE
BOMBARDIER TRANSPORTATION
801 SUNRAIL DRIVE
SANFORD, FL 32771
OFFICE: (407) 732.6708
NATASHA.FURNISS@US.TRANSPORT.BOMBARDIER.COM

4. EMPLOYEE-IN-CHARGE (EIC) / FLAGGING SERVICES:
THE CONTRACTOR SHALL NOT ENTER THE CFRC RIGHT-OF-WAY WITHOUT FIRST OBTAINING THE REQUIRED RAILROAD EIC / FLAGGING SERVICES.

CONTRACTOR SHALL BE RESPONSIBLE FOR CONTACTING BTNA FOR EIC / FLAGGING SERVICES 45 DAYS PRIOR TO RAILROAD RIGHT-OF-WAY ENCROACHMENTS. THE DEPARTMENT WILL PAY FOR THIS SERVICE, HOWEVER THE CONTRACTOR IS RESPONSIBLE TO COORDINATE THE SERVICES WITH BTNA. THE CONTACT PERSON FOR BTNA IS:

NATASHA FURNISS
SUNRAIL OPERATIONS & MAINTENANCE
BOMBARDIER TRANSPORTATION
801 SUNRAIL DRIVE
SANFORD, FL 32771
OFFICE: (407) 732.6708
NATASHA.FURNISS@US.TRANSPORT.BOMBARDIER.COM

5. SIGNAL SUPPORT:
THE DEPARTMENT HAS HERZOG TECHNOLOGIES INC. (HTI) UNDER CONTRACT FOR MAINTAINING THE EXISTING WAYSIDE SIGNAL AND GRADE CROSSING WARNING SYSTEMS ON THE CFRC. CONTRACTOR SHALL BE RESPONSIBLE FOR CONTACTING HTI FOR SIGNAL SUPPORT. THE DEPARTMENT WILL PAY FOR THIS SERVICE HOWEVER THE CONTRACTOR IS RESPONSIBLE TO COORDINATE THE SERVICES WITH HTI. THE CONTACT PERSON FOR HTI IS:

YVETTE VARGAS
HERZOG TECHNOLOGIES INC.
801 SUNRAIL DRIVE
SANFORD, FL 32771
OFFICE: 407-562-2702
CELL: 817-374-3499
E-MAIL: YVARGAS@HERZOG.COM

6. RAILROAD PROTECTIVE LIABILITY INSURANCE:

WHEN THE CONSTRUCTION OF A RAILROAD GRADE CROSSING, RAILROAD OVERPASS OR UNDERPASS STRUCTURE, OR ANY OTHER WORK OR OPERATIONS WITHIN THE LIMITS OF THE RAILROAD RIGHT-OF-WAY, INCLUDING ANY ENCROACHMENTS THEREON FROM WORK OR OPERATIONS IN THE VICINITY OF THE RAILROAD RIGHT-OF-WAY, CONTRACTOR SHALL, IN ADDITION TO THE COMMERCIAL GENERAL LIABILITY INSURANCE COVERAGE REQUIRED, PROCURE AND MAINTAIN RAILROAD PROTECTIVE LIABILITY COVERAGE (ISO FORM CG 00 35) WHERE THE DEPARTMENT IS THE NAMED INSURED, AND CENTRAL FLORIDA COMMUTER RAIL COMMISSION, VOLUSIA COUNTY, SEMINOLE COUNTY, ORANGE COUNTY, OSCEOLA COUNTY, AND CITY OF ORLANDO, EACH IN THE STATE OF FLORIDA, ARE EACH AN ADDITIONAL INSURED, AND WHERE THE LIMITS ARE NOT LESS THAN \$2,000,000 COMBINED SINGLE LIMIT FOR BODILY INJURY AND/OR PROPERTY DAMAGE PER OCCURRENCE, AND WITH AN ANNUAL AGGREGATE LIMIT OF NOT LESS THAN \$6,000,000.

PRIOR TO ENTERING THE CFRC RIGHT-OF-WAY THE CONTRACTOR SHALL PROVIDE THE DEPARTMENT WITH AN ACORD CERTIFICATE OF LIABILITY INSURANCE REFLECTING THE COVERAGE DESCRIBED HEREIN. THE INSURANCE DESCRIBED HEREIN SHALL BE MAINTAINED THROUGH THE DURATION OF CONSTRUCTION. THE DEPARTMENT SHALL BE NOTIFIED IN WRITING WITHIN TEN DAYS OF ANY CANCELLATION, NOTICE OF CANCELLATION, RENEWAL, OR PROPOSED CHANGE TO ANY POLICY OR COVERAGE DESCRIBED HEREIN. THE DEPARTMENT'S APPROVAL OR FAILURE TO DISAPPROVE ANY POLICY/IES, COVERAGE, OR ACORD CERTIFICATES SHALL NOT RELIEVE OR EXCUSE ANY OBLIGATION TO PROCURE AND MAINTAIN THE INSURANCE REQUIRED HEREIN, NOR SERVE AS A WAIVER OF ANY RIGHTS THE DEPARTMENT MAY HAVE.

7. DEPARTMENT REVIEW:
THE CONTRACTOR SHALL SUBMIT TO THE DEPARTMENT A COPY OF THE PLANS AND SPECIFICATIONS, SHOP DRAWINGS FOR CONSTRUCTION, ALTERATION, ERECTION, INSTALLATION, DEMOLITION OR REMOVAL OF ANY STATE PROPERTY WITHIN THE RAILROAD CORRIDOR FOR DEPARTMENT REVIEW. THE PLANS AND SPECIFICATIONS SUBMITTED SHALL CONTAIN SUFFICIENT DETAIL TO ALLOW MEANINGFUL REVIEW.

SUBMIT DEMOLITION, ERECTION, EXCAVATION AND SHORING PLAN SIGNED AND SEALED BY THE SPECIALTY ENGINEER TO THE DEPARTMENT AT LEAST FOUR WEEKS PRIOR TO COMMENCING WORK. INCLUDE, AS PART OF THIS SUBMITTAL, SIGNED AND SEALED CALCULATIONS AND DETAILS FOR ANY FALSEWORK, BRACING OR OTHER CONNECTION SUPPORTING THE STRUCTURAL ELEMENTS SHOWN IN THE PLAN.

DEMOLITION: THE CONTRACTOR SHALL SUBMIT THE DETAILED PROCEDURE FOR DEMOLITION OF EXISTING STRUCTURES OVER OR ADJACENT TO TRACKS OR RIGHT-OF-WAY. THIS PROCEDURE SHALL INCLUDE A PLAN SHOWING THE LOCATIONS OF CRANES, HORIZONTALLY AND VERTICALLY, OPERATING RADII, WITH LOADING OR DISPOSAL LOCATIONS SHOWN, WITH ALL DIMENSIONS REFERENCED FROM THE CENTER LINE OF THE NEAR TRACK, INCLUDING BEAM PLACEMENT ON GROUND OR TRUCK LOADING STAGING PLAN. THE PLAN SHALL ALSO INCLUDE THE LOCATION, WITH RELEVANT DIMENSIONS, OF ALL TRACKS, OTHER RAILROAD FACILITIES; WIRES, POLES, ADJACENT STRUCTURES, OR BURIED UTILITIES THAT COULD BE AFFECTED, SHOWING THAT THE PROPOSED LIFTS ARE CLEAR OF THESE OBSTRUCTIONS. NO CRANE OR EQUIPMENT MAY BE SET ON THE RAILS OR TRACK STRUCTURE AND NO MATERIAL MAY BE DROPPED ON CFRC PROPERTY.

ERECTION: THE CONTRACTOR SHALL SUBMIT DETAILED PROCEDURE FOR ERECTION OF THE PROPOSED STRUCTURES OVER OR ADJACENT TO THE TRACKS OR RIGHT-OF-WAY. THIS PROCEDURE SHALL INCLUDE A PLAN SHOWING THE LOCATIONS OF CRANES, HORIZONTALLY AND VERTICALLY, OPERATING RADII, WITH STAGING LOCATIONS SHOWN, INCLUDING BEAM PLACEMENT ON GROUND OR TRUCK UNLOADING STAGING PLAN. PLAN SHOULD ALSO INCLUDE THE LOCATION OF ALL TRACKS, OTHER RAILROAD FACILITIES; WIRES, POLES, ADJACENT STRUCTURES, OR BURIED UTILITIES THAT COULD BE AFFECTED, SHOWING THAT THE PROPOSED LIFTS ARE CLEAR OF THESE OBSTRUCTIONS. NO CRANE OR EQUIPMENT MAY BE SET ON THE RAILS OR TRACK STRUCTURE.

EXCAVATION AND SHORING: SHORING PROTECTION SHALL BE PROVIDED WHEN EXCAVATING ADJACENT TO AN ACTIVE TRACK OR RAILROAD FACILITY OR AS DETERMINED BY CFRC. SHORING WILL BE PROVIDED IN ACCORDANCE WITH AREMA MANUAL FOR RAILWAY ENGINEERING, CHAPTER 8, PART 28.

SUBMIT DETAILED DRAWINGS OF THE SHORING SYSTEMS SHOWING SIZES OF ALL STRUCTURAL MEMBERS, DETAILS OF CONNECTIONS, AND DISTANCES FROM CENTERLINE OF TRACK TO FACE OF SHORING. DRAWING SHALL SHOW A SECTION SHOWING HEIGHT OF SHORING AND TRACK ELEVATION IN RELATION TO BOTTOM OF EXCAVATION.

8. CSXT REVIEW
CSXT SHALL REVIEW PLANS AND SPECIFICATIONS, SHOP DRAWINGS FOR CONSTRUCTION, ALTERATION, ERECTION, INSTALLATION, DEMOLITION OR REMOVAL OF ANY STATE PROPERTY WITHIN THE CFRC RAILROAD CORRIDOR.
THE FOLLOWING PROCEDURES SHALL APPLY:

- (I) THE CONTRACTOR SHALL SUBMIT TO CSXT A COPY OF THE PLANS AND SPECIFICATIONS FOR SUCH FACILITY OR STRUCTURE FOR CSXT'S REVIEW.
- (II) CSXT SHALL HAVE THIRTY (30) DAYS FROM RECEIPT OF SUCH WRITTEN SUBMITTAL IN WHICH TO REQUEST ADDITIONAL INFORMATION OR TO SEEK CLARIFICATION. IF CSXT REQUESTS SUCH ADDITIONAL INFORMATION OR SEEKS CLARIFICATION OF THE DECISION, THE CONTRACTOR SHALL WITHIN FIFTEEN (15) DAYS EITHER: (A) SUPPLY THE ADDITIONAL INFORMATION OR CLARIFICATION, OR (B) NOTIFY CSXT THAT NO ADDITIONAL INFORMATION OR CLARIFICATION IS NECESSARY AND WILL NOT BE PROVIDED.

CFRC GENERAL NOTES

REVISIONS				ENGINEER OF RECORD: MATTHEW S. ROSS P.E. NO.: 56977 HNTB CORPORATION 610 CRESCENT EXECUTIVE COURT SUITE 400, LAKE MARY, FL 32746 (407) 805-0355 CERT. OF AUTH. NO. 6500	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			SHEET NO. 5
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT ID	
					CFRC	ORANGE / SEMINOLE	427956-172-27	

GENERAL NOTES

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

RAIL NOTES

8. CSXT REVIEW CON'TD:

(III) WITHIN NINETY (90) DAYS FROM RECEIPT OF THE SUBMISSION OF THE PLANS TO CSXT PURSUANT TO PARAGRAPH (I), ABOVE OR WITHIN FORTY- FIVE (45) DAYS OF RECEIPT BY CSXT OF THE ADDITIONAL INFORMATION OR CLARIFICATION PROVIDED BY THE CONTRACTOR PURSUANT TO CLAUSE (II)(A), ABOVE, OR WITHIN FORTY-FIVE (5) DAYS OF RECEIPT BY CSXT OF NOTIFICATION FROM THE CONTRACTOR THAT NO ADDITIONAL INFORMATION OR CLARIFICATION WILL BE PROVIDED PURSUANT TO CLAUSE (II)(B), ABOVE, WHICHEVER TIME FRAME IS LATER, CSXT SHALL TRANSMIT ITS WRITTEN COMMENTS TO THE CONTRACTOR.

9. SITE SPECIFIC SAFETY PLAN AND EMERGENCY ACTION PLAN:
CONTRACTOR SHALL SUBMIT A SITE SPECIFIC SAFETY PLAN AND EMERGENCY ACTION PLAN DOCUMENTING THE SCOPE OF THE WORK, EQUIPMENT, POINT OF CONTACT, AND LIST OF PERSONNEL ON SITE, THEIR ROLES, PPE REQUIRED, STATUS OF REQUIRED TRAINING.

10. UTILITIES: BEFORE YOU DIG, CALL 811.

CONTACT SUNSHINE STATE ONE-CALL OF FLORIDA, INC. AS REQUIRED BY CHAPTER 556 OF THE FLORIDA STATUTE.

THE FOLLOWING CFRC BURIED FACILITIES ARE LOCATED ALONG THE RAILROAD CORRIDOR AND SHALL BE CONTACTED IN ADDITION TO CALLING 811:

RAILROAD SIGNAL FACILITIES:

CONTACT: YVETTE VARGAS
HERZOG TECHNOLOGIES INC.
801 SUNRAIL DRIVE
SANFORD, FL 32771
OFFICE: 407-562-2702
CELL: 817-374-3499
E-MAIL: YVARGAS@HERZOG.COM

CFRC COMMUNICATIONS:

CONTACT: THOMAS SIRICO
BOMBARDIER TRANSPORTATION
801 SUNRAIL DRIVE
SANFORD, FL 32771
CELL: 321-200-6662
OFFICE: 352-428-1147
THOMAS.SIRICO@US.TRANSPORT.BOMBARDIER.COM

11. TRACK MONITORING:

THE CONTRACTOR SHALL SUBMIT, FOR REVIEW AND APPROVAL, A DETAILED TRACK MONITORING PROGRAM TO DETECT BOTH HORIZONTAL AND VERTICAL MOVEMENT OF THE TRACK AND ROADBED, A MINIMUM OF 30 DAYS IN ADVANCE OF START OF WORK.

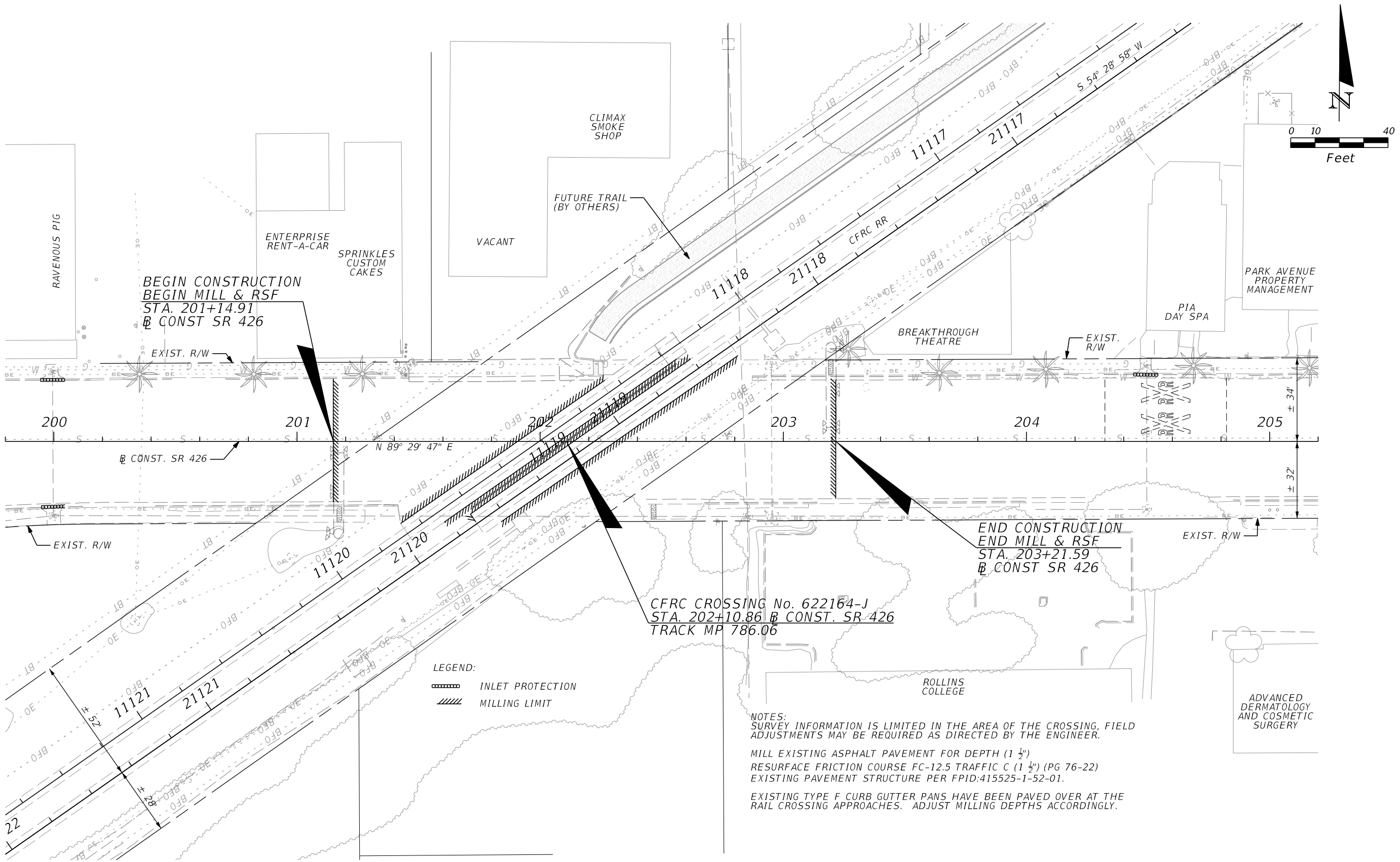
- (I) FOR THE INSTALLATION OF TEMPORARY OR PERMANENT SHORING SYSTEMS, INCLUDING BUT NOT LIMITED TO SOLDIER PILES AND LAGGING, AND INTERLOCKED STEEL SHEETING ON OR ADJACENT TO CFRC'S RIGHT-OF-WAY, THE CONTRACTOR MAY BE REQUIRED TO SUBMIT A DETAILED TRACK MONITORING PROGRAM FOR CFRC'S APPROVAL PRIOR TO PERFORMING ANY WORK NEAR CFRC'S RIGHT-OF-WAY.
- (II) THE PROGRAM SHALL SPECIFY THE SURVEY LOCATIONS, THE DISTANCE BETWEEN THE LOCATION POINTS, AND FREQUENCY OF MONITORING BEFORE, DURING, AND AFTER CONSTRUCTION. CFRC RESERVES TO THE RIGHT TO MODIFY THE SURVEY LOCATIONS AND MONITORING FREQUENCY AS NECESSARY DURING THE PROJECT.
- (III) THE SURVEY DATA SHALL BE COLLECTED IN ACCORDANCE WITH THE APPROVED FREQUENCY AND IMMEDIATELY FURNISHED TO THE ENGINEER FOR ANALYSIS.
- (IV) IF ANY MOVEMENT HAS OCCURRED AS DETERMINED BY THE ENGINEER, CFRC WILL BE IMMEDIATELY NOTIFIED. CFRC, AT ITS SOLE DISCRETION, SHALL HAVE THE RIGHT TO IMMEDIATELY REQUIRE ALL CONTRACTOR OPERATIONS TO BE CEASED, HAVE THE EXCAVATED AREA IMMEDIATELY BACKFILLED AND/OR DETERMINE WHAT CORRECTIVE ACTION IS REQUIRED. ANY CORRECTIVE ACTION REQUIRED BY CFRC OR PERFORMED BY CFRC INCLUDING THE MONITORING OF CORRECTIVE ACTION OF THE CONTRACTOR WILL BE AT PROJECT EXPENSE.

CFRC GENERAL NOTES

REVISIONS				ENGINEER OF RECORD: MATTHEW S. ROSS P.E. NO.: 56977 HNTB CORPORATION 610 CRESCENT EXECUTIVE COURT SUITE 400, LAKE MARY, FL 32746 (407) 805-0355 CERT. OF AUTH. NO. 6500	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			SHEET NO. 6
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT ID	
					CFRC	ORANGE / SEMINOLE	427956-1-72-27	

GENERAL NOTES

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.



BEGIN CONSTRUCTION
 BEGIN MILL & RSF
 STA. 201+14.91
 @ CONST. SR 426

END CONSTRUCTION
 END MILL & RSF
 STA. 203+21.59
 @ CONST. SR 426

CFRC CROSSING No. 622164-J
 STA. 202+10.86 @ CONST. SR 426
 TRACK MP 786.06

LEGEND:
 [Symbol] INLET PROTECTION
 [Symbol] MILLING LIMIT

NOTES:
 SURVEY INFORMATION IS LIMITED IN THE AREA OF THE CROSSING, FIELD ADJUSTMENTS MAY BE REQUIRED AS DIRECTED BY THE ENGINEER.
 MILL EXISTING ASPHALT PAVEMENT FOR DEPTH (1 1/2")
 RESURFACE FRICTION COURSE FC-12.5 TRAFFIC C (1 1/2") (PG 76-22)
 EXISTING PAVEMENT STRUCTURE PER FPID:415525-1-52-01.
 EXISTING TYPE F CURB GUTTER PANS HAVE BEEN PAVED OVER AT THE RAIL CROSSING APPROACHES. ADJUST MILLING DEPTHS ACCORDINGLY.

SR 426 (FAIRBANKS AVENUE)

REVISIONS				ENGINEER OF RECORD: MATTHEW S. ROSS P.E. NO.: 56977 HNTB CORPORATION 610 CRESCENT EXECUTIVE COURT SUITE 400, LAKE MARY, FL 32746 (407) 805-0355 CERT. OF AUTH. NO. 6500	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			SHEET NO. 7
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT ID	
					CFRC	ORANGE / SEMINOLE	427956-1-72-27	

ROADWAY PLAN

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

