

FLORIDA DEPARTMENT OF TRANSPORTATION



ITB-DOT-11/12-8004-KB

PAINTING AND WATER RESISTANT COATINGS

FOR

FLORIDA'S TURNPIKE (S.R. 91), MILEPOST 172.0 TO MILEPOST 309.0
SEMINOLE EXPRESSWAY (S.R. 417), MILEPOST 37.7 TO MILEPOST 55.0
SOUTHERN CONNECTOR (S.R. 417), MILEPOST 0.0 TO MILEPOST 6.5
VETERAN'S EXPRESSWAY (S.R. 0589), MILEPOST 0.0 TO MILEPOST 14.0
SUNCOAST PARKWAY (S.R. 0589), MILEPOST 14.0 TO MILEPOST 54.5
POLK PARKWAY (S.R. 0570), MILEPOST 0.0 TO MILEPOST 24.5
BEACHLINE EXPRESSWAY (S.R. 528), MILEPOST 0.0 TO MILEPOST 8.4
DANIEL WEBSTER WESTERN BELTWAY (S.R. 429), MILEPOST 0.0 TO
MILEPOST 11.0

ESTIMATED QUANTITIES CONTRACT

FPIN: 192677-1-7B-01

ADVERTISEMENT

**INVITATION TO BID
STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
FLORIDA'S TURNPIKE ENTERPRISE**

Sealed Invitation to Bid Packages will be received by the Department of Transportation, Florida's Turnpike Enterprise, Contractual Services Office, Building 5315 on Florida's Turnpike, Milepost 263.0, Turkey Lake Service Plaza, Ocoee, Florida, 34761, until **2:30 P.M. (local time) on Tuesday, February 28, 2012** for the following project:

BID NO. ITB-DOT-11/12-8004-KB

SCOPE OF SERVICES: The Florida Department of Transportation requires the Vendor to provide all labor, materials, equipment, incidentals, etc. necessary to perform interior and/or exterior painting, coating and sealing of facilities. The painting, coating and sealing activities will include surface preparation, performing the assigned work, and cleanup of the area. Surface preparation may include water pressure cleaning, soda blast cleaning, sand blasting, hand cleaning, sanding, patching, filling cracks, taping, spackling, and such other means as required to prepare surfaces to receive the paint. The facilities include administrative offices, communication buildings, law enforcement offices, maintenance facilities, toll plazas, storage buildings, pump houses, and other related buildings and structures, with a wide variety of surface types, including concrete masonry, stucco, wood, metal, and other surfaces. All work shall be performed in an above average workmanship like manner. The work shall cover Florida's Turnpike (S.R. 91) from Milepost 172.0 to Milepost 309.0, Seminole Expressway (S.R. 417) from Milepost 37.7 to Milepost 55.0, Southern Connector (S.R. 417) from Milepost 0.0 to Milepost 6.5, Daniel Webster Western Beltway (S.R. 429) from Milepost 0.0 to Milepost 11.0, Beachline Expressway (S.R. 528) from Milepost 0.0 to Milepost 8.4, Veterans Expressway (S.R. 589) from Milepost 0.0 to Milepost 14.0, Suncoast Parkway (S.R. 589) from Milepost 14.0 to Milepost 54.5, and Polk Parkway (S.R. 570), from Milepost 0.0 to Milepost 24.5.

Vendor's Qualifications

The Vendor shall maintain and keep in force throughout the life of the contract, renewals, extensions, and the requirements specified below. Failure of the Vendor to comply with these requirements will be sufficient grounds for the Department to declare the Vendor in default subject to the terms of Section 6, Termination and Default, of the Standard Written Agreement.

1. Certification

The organized business enterprise (e.g. corporation, LLC or excluding sole proprietorship) shall have been actively involved in providing painting and water resistant coating services, as required in this contract, for a minimum of five (5) years. Prior experience shall specifically be related in size, technical scope and volume of work to that specified in the scope of work for this contract.

2. Business Location

The Vendor shall have a current and valid Business Tax Receipt (f.k.a. Occupational License) which states the name of the Vendor, street address of the business where all the work covered under the contract will be handled, and the type of work that the Occupational License is issued for (which must be for the same type of services required in the contract).

The Department will investigate carefully to determine the Vendor is responsive, responsible and qualified in the area of work contemplated by this Contract.

PRE-BID CONFERENCE: MANDATORY pre-bid conference is scheduled for Tuesday, February 14, 2012 at 10:30 a.m. The meeting will be held at the Turnpike Enterprise Headquarters, Turkey Lake Service Plaza, Florida's Turnpike, Milepost 263.0 Building 5315, Ocoee, FL 34761 Room 3001. The telephone number is (407) 532-3999.

FAILURE OF A BIDDER TO ATTEND THE MANDATORY PRE-BID MEETING WILL RESULT IN REJECTION OF THE BID.

HOW TO OBTAIN BID DOCUMENTS: Prospective bidders may request and obtain a complete Invitation to Bid (ITB) including specifications and general bid conditions for the above-referenced project at no cost by visiting the website below:

The Department reserves the right to reject any or all bids.

NOTE: All of the Department's **ITB/RFP/ITN ADVERTISEMENTS** appear on the Internet at website:

<http://myflorida.com>

Click on "Business"

Click on "Doing Business with the State"

Under "Everything for Vendors and Customers" Click on "Vendor Bid System (VBS)"

Under "Vendor Bid System" Click on "Search Advertisements"

Drop menu for Agency and Select "Department of Transportation"

Scroll down and Click on "Initiate Search"

We encourage all vendors to regularly check this site.

State of Florida
Department of Transportation
Florida's Turnpike Enterprise
Contractual Services Office
P. O. Box 613069
Ocoee, Florida 34761- 3069

INVITATION TO BID REGISTRATION

**ALL VENDORS MUST COMPLETE AND RETURN THIS FORM TO THE ABOVE ADDRESS OR
FAX TO: (407) 264-3058, ATTN: KAREN BRACY**

ITB Number: ITB-DOT-11/12-8004-KB

Title: Painting and Water Resistant Coatings

Bid Due Date and Time: Due on February 28, 2012 at 2:30 PM (Local Time)

NOTE: FAILURE TO REGISTER YOUR CORPORATION OR LLC'S INTEREST IN THIS SOLICITATION MAY CAUSE YOUR CORPORATION OR LLC NOT TO RECEIVE IMPORTANT INFORMATION NECESSARY FOR THE PREPARATION OF A RESPONSIVE SUBMITTAL AND CONSIDERATION FOR AWARD OF A CONTRACT.

THE INVITATION TO BID (ITB) DOCUMENT YOU RECEIVED IS SUBJECT TO CHANGE. To receive notice of changes (addenda), please notify our office by returning this Registration Form as soon as possible after downloading. Complete the information below and **fax this sheet only** to Florida's Turnpike Enterprise, Contractual Services Office, (407) 264-3058 Attn: Karen Bracy or mail to the address noted above.

PLEASE PRINT CLEARLY

Business Name: _____

Contact Person: _____

Address: _____

City/State/Zip: _____

Phone: () _____ FAX: () _____

Internet Email Address: _____

Signature: _____ Title: _____

Print Name: _____ Date: _____

For additional information on this process, you may call Karen Bracy at (407) 264-3696.



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MILEPOST 37.7 TO MILEPOST 55.0 SOUTHERN CONNECTOR (S.R. 417), MILEPOST 0.0 TO MILEPOST 6.5
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DANIEL WEBSTER WESTERN BELTWAY (S.R. 429), MILEPOST 0.0 TO MILEPOST 11.0**

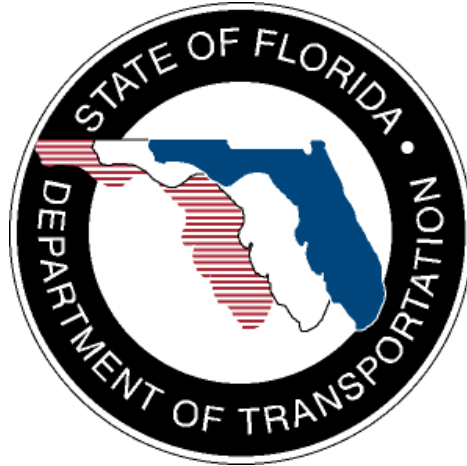
ESTIMATED QUANTITIES CONTRACT

FPIN: 192677-1-7B-01

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**State of Florida
Department of Transportation**



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ESTIMATED QUANTITIES CONTRACT

FPIN: 192677-1-7B-01

DIRECT ADMINISTRATIVE AND TECHNICAL QUESTIONS TO:

Email: karen.bracy@dot.state.fl.us

Phone: (407) 264-3696

SUBMIT SEALED BIDS REGULAR MAIL TO:

**Ms. Karen Bracy
Florida Department of Transportation
Florida's Turnpike Enterprise
P. O. Box 613069
Ocoee, FL 34761-3069**

SUBMIT SEALED BIDS VIA OVERNIGHT MAIL OR HAND DELIVERY TO:

**Ms. Karen Bracy
Florida's Turnpike Enterprise
Florida's Turnpike, Milepost 263.0
Building No. 5315, Turkey Lake Service Plaza
Ocoee, Florida 34761-3069
Phone: (407) 264-3696**

INTRODUCTION SECTION

1) INVITATION

The State of Florida Department of Transportation (hereinafter referred to as the "Department") is soliciting written bids from qualified bidders to establish a contract to provide necessary interior and/or exterior painting, coating and sealing of facilities. It is anticipated that the term of the contract will begin on or about March 2012 and be effective for twelve (12) months thereafter.

For the purpose of this document, the term "bidder" means the bidder acting on their own behalf and those individuals, partnerships, firms, or corporations comprising the bidder team. The term "bid package" means the complete response of the bidder to the Invitation to Bid, including properly completed forms and supporting documentation. After the award, said bidder will be referred to as the "Vendor".

2) SCHEDULE OF EVENTS

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 bid number. It is the responsibility of all potential bidders to monitor this site for any changing information prior to submitting your bid.

Activity	Date / Time	Location
Advertise Bid	February 3, 2012	Internet's Vendor Bid System
Mandatory Pre-Bid Meeting (See Note 1)	February 14, 2012 10:30 AM	Florida Turnpike Headquarters Florida Turnpike M.P. 263.0 Turkey Lake Service Plaza Bldg. 5315 Ocoee, Florida 34761 Room 3001
Deadline for technical questions (There is no deadline for administrative questions)	February 21, 2012 05:00 PM	Via email to karen.bracy@dot.state.fl.us Reference: ITB-DOT-11/12-8004-KB
BIDS DUE PUBLIC OPENING (See Note 1)	On or Before February 28, 2012 02:30 PM	Florida Turnpike Headquarters Florida Turnpike M.P. 263.0 Turkey Lake Service Plaza Bldg. 5315 Ocoee, Florida 34761
Posting of Intended Award	March 6, 2012 5:00 PM through March 9, 2012 5:00 PM	Internet's Vendor Bid System

Note 1: All meetings listed above are open to the public.

3) SPECIAL ACCOMMODATIONS

Any person with a qualified disability requiring special accommodations at a pre-bid conference, public meeting, 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

Since July 1, 2003, the Department has been using the State of Florida's web-based electronic procurement system, MyFloridaMarketPlace. BIDDERS MUST BE REGISTERED IN THE STATE OF FLORIDA'S MYFLORIDAMARKETPLACE SYSTEM BY THE TIME AND DATE OF THE BID OPENING OR THEY WILL BE CONSIDERED NON-RESPONSIVE (see Special Condition 21). All prospective bidders that are not registered should go to <https://vendor.myfloridamarketplace.com/> to complete on-line registration, or call 1866-352-3776 for assisted registration.

All payment(s) to the vendor resulting from this competitive solicitation **WILL** be subject to the 1% MFMP Transaction Fee in accordance with the attached Form PUR 1000 General Contract Condition #14.

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

The Florida Department of Financial Services (DFS) is requiring all vendors that do business with the state to submit an electronic W-9 by March 5, 2012. Vendors must submit their W-9 forms electronically at <https://flvendor.myfloridacfo.com> before March 5, 2012 to receive further 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 seventy-two (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.

Any technical questions arising from this Invitation to Bid must be forwarded, in writing, to the procurement agent identified below. Questions must be received no later than the time and date reflected on the Schedule of Events. The Department's written response to written inquiries submitted timely by bidders 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 bid number. It is the responsibility of all potential bidders to monitor this site for any changing information prior to submitting their bid.

WRITTEN TECHNICAL QUESTIONS should be submitted to:

Karen Bracy, karen.bracy@dot.state.fl.us

Questions regarding administrative aspects of the bid process should be directed to the Procurement Agent in writing at the address above or by phone: (407) 264-3696

4) ORAL INSTRUCTIONS / CHANGES TO THE INVITATION TO BID (ADDENDA)

No negotiations, decisions, or actions will be initiated or executed by a bidder 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 bid number. It is the responsibility of all potential bidders to monitor this site for any changing information prior to submitting your bid. All addenda will be acknowledged by signature and subsequent submission of addenda with bid when so stated in the addenda.

5) DIVERSITY ACHIEVEMENT

MINORITY BUSINESS ENTERPRISE (MBE) UTILIZATION

The Department encourages small, minority, women, and service-disabled veteran businesses to compete for Department contracts, both as "Vendor" and as subcontractors. The Department, its vendors, suppliers, and consultants should take all necessary and reasonable steps to ensure that small, minority, women, and service-disabled veteran businesses have the opportunity to compete for and perform contract work for the Department in a nondiscriminatory environment. Bidders are requested to indicate their intention regarding MBE participation on the MBE Planned Utilization form and to submit the completed form with their Bid Sheet. The contract vendor will be asked to submit payment certification for MBE subcontractors used.

To request certification or to locate certified MBEs, call the Office of Supplier Diversity, Department of Management Services at (850) 487-0915, or access their MBE directory on the Internet at www.osd.dms.state.fl.us/.

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 this contract to the responsive and responsible bidder that submits the lowest responsive bid. If the Department is confronted with identical pricing or scoring from multiple vendors, the Department shall determine the order of award in accordance with Rule 60A-1.011 Florida Administrative Code.

8) MANDATORY PRE-BID CONFERENCE

A MANDATORY pre-bid conference will be held at the date, time and location in the Schedule of Events. The purpose of this meeting is to provide an open forum for the Department to review the Scope of Services 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, effect the work to be performed. Any changes and/or resulting addenda to the ITB will be the sole prerogative of the Department.

Attendance at this pre-bid conference is MANDATORY. Failure by a bidder to attend or be represented at this pre-bid conference will constitute a non-responsive determination of their bid package. Bids found to be non-responsive will not be considered.

9) QUALIFICATIONS

9.1 GENERAL

Vendor must meet the following minimum qualifications:

The organized business enterprise (e.g. corporation, LLC or excluding sole proprietorship) shall have be actively involved in providing painting and water resistant coating services, as required in this contract, for a minimum of five (5) years. Prior experience shall specifically be related in size, technical scope and volume of work to that specified in the scope of work for this contract. The Department will investigate carefully to determine that the Vendor is responsive, responsible and qualified in the area of work contemplated by this contract.

The Vendor shall have a current and valid Business Tax Receipt (f.k.a. Occupational License) which states the name of the Vendor, street address of the business where all the work covered under the contract will be handled, and the type of work that the Business Tax Receipt is issued for (which must be for the same type of services required for the contract).

9.1.2 BID GUARANTY: A Bid Guaranty of not less than five percent (5%) of the total actual bid in the form of either a certified check, cashier's check, trust company treasurer's check, bank draft of any national or state bank, or Surety Bid Bond made payable to the Florida Department of Transportation must accompany each bid. A check or draft in an amount less than five percent (5%) of the actual bid will invalidate the bid. Bid Bonds must be furnished using the attached Bid Bond form.

9.2 BIDDER QUALIFICATIONS

When submitting the bid, each bidder must submit a written statement ("Minimum Qualifications Statement" form), detailing their qualifications that demonstrate they meet the minimum qualifications contained in Special Condition 9.1.1, above. Failure by the bidder to provide the above item(s) will constitute a non-responsive determination. Bids found to be non-responsive will not be considered.

9.3 AUTHORIZED TO DO BUSINESS IN THE STATE OF FLORIDA

In accordance with sections 607.1501, 608.501, and 620.9102, Florida Statutes, foreign corporations, foreign limited liability companies, and foreign limited partnerships must be authorized to do business in the State of Florida. Such authorization should be obtained by the bid 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 LICENSE TO CONDUCT SERVICES IN THE STATE OF FLORIDA

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

Florida Department of Business and Professional Regulation
Tallahassee, Florida 32399-0797
(850) 487-1395

9.5 E-VERIFY UTILIZATION

The Florida Department of Transportation shall require the following as a condition of all contracts:

Vendor/Contractor:

1. shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Vendor/Contractor during the term of the contract; and
2. shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

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 bid 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) LIABILITY INSURANCE

The Vendor shall not commence any work until they have obtained the following types of insurance, and a certificate of such insurance has been received by the Department. Nor shall the Vendor allow any subcontractor to commence work on this project until all similar insurance required of the subcontractor has been so obtained. The Vendor shall submit the required Certificates of Insurance to the **Florida Department of Transportation, Procurement Office, (Karen Bracy, Florida's Turnpike Headquarters, Florida Turnpike M.P. 263, Turkey Lake Service Plaza Bldg. 5315, Ocoee, FL 34761)** within ten (10) days after the ending date of the period for posting the intended award decision.

No general liability insurance is required.

The Vendor must carry and keep in force during the period of this contract a general liability insurance policy or policies with a company authorized to do business in the state of Florida, affording public liability insurance with combined bodily injury limits of at least \$ 150,000.00 per person and \$ 300,000.00 each occurrence, and property damage insurance of at least \$ 150,000.00 each occurrence, for the services to be rendered in accordance with this contract.

The Vendor must have and maintain during the period of this contract, a professional liability

insurance policy or policies or an irrevocable letter of credit established pursuant to Chapter 675, Florida Statutes, and Section 337.106, Florida Statutes, with a company authorized to do business in the state of Florida, affording professional liability coverage for the professional services to be rendered in accordance with this contract in the amount of at least \$ _____. The Vendor shall maintain professional liability coverage for a minimum of three years after completion of the services rendered under this contract.

All insurance policies shall be with insurers qualified and licensed to do business in the state of Florida. The Vendor shall provide to the Department certificates showing the required coverage to be in effect and showing the Department to be an additional certificate holder.

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 Vendor or subcontractor providing such insurance.

12) PERFORMANCE BOND

(X) A Performance Bond is not required for this project.

13) METHOD OF COMPENSATION

See Exhibit "B", Method of Compensation

14) CONTRACT DOCUMENT

STANDARD WRITTEN AGREEMENT

The Department's "Standard 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 bid, the bidder agrees to be legally bound by these terms and conditions.

15) REVIEW OF BIDDER'S FACILITIES & QUALIFICATIONS

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

Should the Department determine that the bid package has material misrepresentations or that the size or nature of the bidder's facilities, equipment, management capabilities, 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 bid.

16) PROTEST OF INVITATION TO BID SPECIFICATIONS

Any person who is adversely affected by the contents of this Invitation to Bid 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, 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**

Section 287.135, Florida Statutes, requires that at the time a company submits a bid or proposal for a contract for goods or services of \$1 million or more, the company must certify that the company is not on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Both lists are created pursuant to section 215.473, Florida Statutes.

Bid responses of \$1 million or more must include the attached **Scrutinized Companies Lists Form** to certify the respondent is not on either of those lists.

19) **RESERVATIONS**

The Department reserves the right to accept or reject any or all bids received and reserves the right to make an award without further discussion of the bids submitted. Therefore, the bidder should make sure that the bid package submitted is complete and accurate and submitted to ensure delivery on or before the bid opening time and date specified in this solicitation. It is understood that the bid 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 ITB by the bidder. Any conditions placed on any aspect of the bid documents by the bidder may result in the bid being rejected as a conditional bid (see "RESPONSIVENESS OF BIDS"). **DO NOT WRITE IN CHANGES ON ANY ITB SHEET.** The only recognized changes to the ITB prior to bid opening will be a written addenda issued by the Department.

21) **RESPONSIVENESS OF BIDS**

Bids 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 bids must be typed or printed in ink. A responsive bid is an offer to provide the services specified in this Invitation to Bid in accordance with all requirements of this Invitation to Bid. Bids found to be non-responsive will not be considered. Bids may be rejected if found to be irregular or not in conformance with the requirements and instructions herein contained. A bid 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, modifying the bid requirements, submitting conditional bids or incomplete bids, submitting indefinite or ambiguous bids, or executing forms or the bid sheet with improper and/or undated signatures. Other conditions which may cause rejection of bids include, evidence of collusion among bidders, obvious lack of experience or expertise to provide the required services, and failure to perform or meet financial obligations on previous contracts.

22) BID SHEET

The bidder must use the attached Bid Sheet to submit its bid. The Bid Sheet must be signed and dated in ink by a representative who is authorized to contractually bind the bidder. All bid sheets and other documentation submitted in response to this solicitation must be executed and submitted in a sealed envelope. **Indicate the bid number, with the time and date of the bid opening, on the envelope used to return the bid.**

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 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 for this preference.

24) COPYRIGHTED MATERIAL

Copyrighted material will be accepted as part of a bid 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 ITB SUBMITTAL - CONFIDENTIAL MATERIAL

The Bidder 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 Invitation to Bid, Number ITB-DOT-11/12-8004-KB - Confidential Material". The Bidder must identify the specific Statute that authorizes exemption from the Public Records Law. Any claim of confidentiality on materials the Bidder asserts to be exempt from public disclosure and placed elsewhere in the bid will be considered waived by the Bidder upon submission, effective after opening.

26) MAIL OR DELIVER BIDS TO: (DO NOT FAX)

**Florida's Turnpike Enterprise
Florida's Turnpike, Milepost 263.0
Building No. 5315, Turkey Lake Service Plaza
Ocoee, Florida 34761-3069
Attn: Karen Bracy
Reference ITB-DOT-11/12-8004-KB on the package**

It is the bidder's responsibility to assure that the bid is delivered to the proper place on or before the Bid Due date and time (See Introduction Section 2 Schedule of Events). Bids which for any reason are not so delivered, will not be considered.

27) MODIFICATIONS, RESUBMITTAL AND WITHDRAWAL

Bidders may modify submitted bids at any time prior to the bid due date. Requests for modification of a submitted bid shall be in writing and must be signed by an authorized signatory of the bidder. Upon receipt and acceptance of such a request, the entire bid will be returned to the bidder and not considered unless resubmitted by the due date and time. Bidders may also send a change in a sealed envelope to be opened at

the same time as the bid. The ITB number, opening date and time should appear on the envelope of the modified bid.

28) BID OPENING

The sealed bids will be opened by the Department's Procurement Office personnel at the date, time and location in the Schedule of Events. All bid openings are open to the public.

29) POSTING OF INTENDED DECISION/AWARD

29.1 - General:

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 Schedule of Events, and will remain posted for a period of seventy-two (72) hours. Any bidder 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, 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.

29.2 - Inability to Post:

If the Department is unable to post as defined above, the Department will notify all bidders by electronic notification on the Florida Vendor Bid System (see special condition 29.1, above) or by mail, fax, and/or telephone. The Department will provide notification of any future posting in a timely manner.

29.3 - Request to Withdraw Bid:

Requests for withdrawal will be considered if received by the Department, in writing, within seventy-two (72) hours after the bid 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 bidder. Bidders that do not withdraw as stated above will forfeit their bid bond, if applicable.

30) 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) A Standard Written Agreement executed by both parties, and a written Notice to Proceed, issued by the Project Manager.

31) ATTACHED FORMS

- Form 1 Certification of Experience Documentation (two pages)
- Form 2 Drug-Free Workplace Program Certification
- Form 3 Contractor Notification – Asbestos-Containing Materials
- Form 4 Scrutinized Companies Lists (bids of \$1 million or more)
- Form 5 Corporate Resolution

32) TERMS AND CONDITIONS

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:

- Standard Written Agreement
- Special Conditions
- Scope of Services
- Method of Compensation
- Bid Blank
- Attachments
- Instructions to Respondents (PUR 1001)
- General Conditions (PUR 1000)

33) ATTACHED FORMS PUR 1000, GENERAL CONTRACT CONDITIONS AND PUR 1001, GENERAL INSTRUCTIONS TO RESPONDENTS

These are standard forms from the Department of Management Services that the Department is required to include in all formal solicitations. The following paragraphs do not apply to this Invitation to Bid:

- Paragraph 31, Dispute Resolution - PUR 1000
- Paragraph 3, Electronic Submission – PUR 1001
- Paragraph 4, Terms and Conditions – PUR1001
- Paragraph 5, Questions – PUR 1001



PUR 1000 GENERAL CONTRACT CONDITIONS

ITB-DOT-11/12-8004-KB

PAINTING AND WATER RESISTANT COATINGS

FOR

**FLORIDA'S TURNPIKE (S.R. 91), MILEPOST 172.0 TO MILEPOST 309.0 SEMINOLE EXPRESSWAY (S.R. 417),
MILEPOST 37.7 TO MILEPOST 55.0 SOUTHERN CONNECTOR (S.R. 417), MILEPOST 0.0 TO MILEPOST 6.5
VETERAN'S EXPRESSWAY (SR589), MILEPOST 0.0 TO MILEPOST 14.0
SUNCOAST PARKWAY (SR589), MILEPOST 14.0 TO MILEPOST 54.5
POLK PARKWAY (SR 570), MILEPOST 0.0 TO MILEPOST 24.5
BEACHLINE EXPRESSWAY (S.R. 528), MILEPOST 0.0 TO MILEPOST 8.4
DANIEL WEBSTER WESTERN BELTWAY (S.R. 429), MILEPOST 0.0 TO MILEPOST 11.0**

ESTIMATED QUANTITIES CONTRACT

FPIN: 192677-1-7B-01

**State of Florida
PUR 1000
General Contract Conditions**

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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(15) and (16) 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(23), Florida Statutes (2002), 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. Contractors may call (850) 413-7269 Monday through Friday to inquire about the status of payments by State Agencies. 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.

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://dlis.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.



PUR 1001 GENERAL INSTRUCTIONS TO RESPONDENTS

ITB-DOT-11/12-8004-KB

PAINING AND WATER RESISTANT COATINGS

FOR

**FLORIDA'S TURNPIKE (S.R. 91), MILEPOST 172.0 TO MILEPOST 309.0 SEMINOLE EXPRESSWAY (S.R. 417),
MILEPOST 37.7 TO MILEPOST 55.0 SOUTHERN CONNECTOR (S.R. 417), MILEPOST 0.0 TO MILEPOST 6.5
VETERAN'S EXPRESSWAY (SR589), MILEPOST 0.0 TO MILEPOST 14.0
SUNCOAST PARKWAY (SR589), MILEPOST 14.0 TO MILEPOST 54.5
POLK PARKWAY (SR 570), MILEPOST 0.0 TO MILEPOST 24.5
BEACHLINE EXPRESSWAY (S.R. 528), MILEPOST 0.0 TO MILEPOST 8.4
DANIEL WEBSTER WESTERN BELTWAY (S.R. 429), MILEPOST 0.0 TO MILEPOST 11.0**

ESTIMATED QUANTITIES CONTRACT

FPIN: 192677-1-7B-01

**State of Florida
PUR 1001
General Instructions to Respondents**

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

- (a) "Buyer" means the entity that has released the solicitation. The "Buyer" may also be the "Customer" as defined in the PUR 1000 if that entity meets the definition of both terms.
- (b) "Procurement Officer" means the Buyer's contracting personnel, as identified in the Introductory Materials.
- (c) "Respondent" means the entity that submits materials to the Buyer in accordance with these Instructions.
- (d) "Response" means the material submitted by the respondent in answering the solicitation.
- (e) "Timeline" means the list of critical dates and actions included in the Introductory Materials.

2. General Instructions. Potential respondents to the solicitation are encouraged to carefully review all the materials contained herein and prepare responses accordingly.

3. Electronic Submission of Responses. Respondents are required to submit responses electronically. For this purpose, all references herein to signatures, signing requirements, or other required acknowledgments hereby include electronic signature by means of clicking the "Submit Response" button (or other similar symbol or process) attached to or logically associated with the response created by the respondent within MyFloridaMarketPlace. The Respondent agrees that the action of electronically submitting its response constitutes:

- an electronic signature on the response, generally,
- an electronic signature on any form or section specifically calling for a signature, and
- an affirmative agreement to any statement contained in the solicitation that requires a definite confirmation or acknowledgement.

4. Terms and Conditions. All responses are subject to the terms of the following sections of this solicitation, which, in case of conflict, shall have the order of precedence listed:

- Technical Specifications,
- Special Conditions and Instructions,
- Instructions to Respondents (PUR 1001),
- General Conditions (PUR 1000), and
- Introductory Materials.

The Buyer objects to and shall not consider any additional terms or conditions submitted by a Respondent, including any appearing in documents attached as part of a Respondent's response. In submitting its Response, a respondent agrees that any additional terms or conditions, whether submitted intentionally or inadvertently, shall have no force or effect. Failure to comply with terms and conditions, including those specifying information that must be submitted with a response, shall be grounds for rejecting a response.

5. Questions. Respondents shall address all questions regarding this solicitation to the Procurement Officer. Questions must be submitted via the Q&A Board within MyFloridaMarketPlace and must be RECEIVED NO LATER THAN the time and date reflected on the Timeline. Questions shall be answered in accordance with the Timeline. All questions submitted shall be published and answered in a manner that all respondents will be able to view. Respondents shall not contact any other employee of the Buyer or the State for information with respect to this solicitation. Each respondent is responsible for monitoring the MyFloridaMarketPlace site for new or changing information. The Buyer shall not be bound by any verbal information or by any written information that is not contained within the solicitation documents or formally noticed and issued by the Buyer's contracting personnel. Questions to the Procurement Officer or to any Buyer personnel shall not constitute formal protest of the specifications or of the solicitation, a process addressed in paragraph 19 of these Instructions.

6. Conflict of Interest. This solicitation is subject to chapter 112 of the Florida Statutes. Respondents shall disclose with their response the name of any officer, director,

employee or other agent who is also an employee of the State. Respondents shall also disclose the name of any State employee who owns, directly or indirectly, an interest of five percent (5%) or more in the respondent or its affiliates.

7. Convicted Vendors. A person or affiliate placed on the convicted vendor list following a conviction for a public entity crime is prohibited from doing any of the following for a period of thirty (36) months from the date of being placed on the convicted vendor list:

- submitting a bid on a contract to provide any goods or services to a public entity;
- submitting a bid on a contract with a public entity for the construction or repair of a public building or public work;
- submitting bids on leases of real property to a public entity;
- being awarded or performing work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and
- transacting business with any public entity in excess of the Category Two threshold amount thirty-five thousand (\$35,000) provided in section 287.017 of the Florida Statutes.

8. Discriminatory Vendors. An entity or affiliate placed on the discriminatory vendor list pursuant to section 287.134 of the Florida Statutes may not:

- submit a bid on a contract to provide any goods or services to a public entity;
- submit a bid on a contract with a public entity for the construction or repair of a public building or public work;
- submit bids on leases of real property to a public entity;
- be awarded or perform work as a contractor, supplier, sub-contractor, or consultant under a contract with any public entity; or
- transact business with any public entity.

9. Respondent's Representation and Authorization. In submitting a response, each Respondent understands, represents, and acknowledges the following (if the Respondent cannot so certify to any of following, the Respondent shall submit with its response a written explanation of why it cannot do so).

- The Respondent is not currently under suspension or debarment by the State or any other governmental authority.
- To the best of the knowledge of the person signing the response, the respondent, its affiliates, subsidiaries, directors, officers, and employees are not currently under investigation by any governmental authority and have not in the last ten (10) years been convicted or found liable for any act prohibited by law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract.
- Respondent currently has no delinquent obligations to the State, including a claim by the State for liquidated damages under any other contract.
- The submission is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive response.

- The prices and amounts have been arrived at independently and without consultation, communication, or agreement with any other respondent or potential respondent; neither the prices nor amounts, actual or approximate, have been disclosed to any respondent or potential respondent, and they will not be disclosed before the solicitation opening.
- The Respondent has fully informed the Buyer in writing of all convictions of the firm, its affiliates (as defined in section 287.133(1)(a) of the Florida Statutes), and all directors, officers, and employees of the firm and its affiliates for violation of state or federal antitrust laws with respect to a public contract for violation of any state or federal law involving fraud, bribery, collusion, conspiracy or material misrepresentation with respect to a public contract. This includes disclosure of the names of current employees who were convicted of contract crimes while in the employ of another company.
- Neither the Respondent nor any person associated with it in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, or position involving the administration of federal funds:
 - Has within the preceding three (3) years been convicted of or had a civil judgment rendered against them or is presently indicted for or otherwise criminally or civilly charged for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local government transaction or public contract; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; or
 - Has within a three (3) year period preceding this certification had one or more federal, state, or local government contracts terminated for cause or default.
- The product offered by the Respondent will conform to the specifications without exception.
- The Respondent has read and understands the Contract terms and conditions, and the submission is made in conformance with those terms and conditions.
- If an award is made to the Respondent, the Respondent agrees that it intends to be legally bound to the Contract that is formed with the State.
- The Respondent has made a diligent inquiry of its employees and agents responsible for preparing, approving, or submitting the response, and has been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, act or other conduct inconsistent with any of the statements and representations made in the response.
- The Respondent shall indemnify, defend, and hold harmless the Buyer and its employees against any cost, damage, or expense which may be incurred or be caused by any error in the Respondent's preparation of its bid.
- All information provided by, and representations made by, the Respondent are material and important and will be relied upon by the Buyer in awarding the Contract. Any misstatement shall be treated as fraudulent concealment from the Buyer of the true facts relating to submission of the bid. A misrepresentation shall be punishable under law, including, but not limited to, Chapter 817 of the Florida Statutes.

10. Manufacturer's Name and Approved Equivalents. Unless otherwise specified, any manufacturers' names, trade names, brand names, information or catalog numbers listed in a specification are descriptive, not restrictive. With the Buyer's prior approval, the Contractor may provide any product that meets or exceeds the applicable specifications. The Contractor shall demonstrate comparability, including appropriate catalog materials, literature, specifications, test data, etc. The Buyer shall determine in its sole discretion whether a product is acceptable as an equivalent.

11. Performance Qualifications. The Buyer reserves the right to investigate or inspect at any time whether the product, qualifications, or facilities offered by Respondent, meet the Contract requirements. The Respondent shall at all times during the Contract term remain responsive and responsible. In determining Respondent's responsibility as a vendor, the agency shall consider all information or evidence which is gathered or comes to the attention of the agency which demonstrates the Respondent's capability to fully satisfy the requirements of the solicitation and the contract.

The Respondent must be prepared, if requested by the Buyer, to present evidence of experience, ability, and financial standing, as well as a statement as to plant, machinery, and capacity of the Respondent for the production, distribution, and servicing of the product bid. If the Buyer determines that the conditions of the solicitation documents are not complied with, or that the product proposed to be furnished does not meet the specified requirements, or that the qualifications, financial standing, or facilities are not satisfactory, or that performance is untimely, the Buyer may reject the response or terminate the Contract. The Respondent may be disqualified from receiving awards if the Respondent, or anyone in Respondent's employment, has previously failed to perform satisfactorily in connection with public bidding or contracts. This paragraph shall not mean or imply that it is obligatory upon the Buyer to make an investigation either before or after award of the Contract, but should the Buyer elect to do so, Respondent is not relieved from fulfilling all Contract requirements.

12. Public Opening. Responses shall be opened on the date and at the location indicated on the Timeline. Respondents may, but are not required to, attend. The Buyer may choose not to announce prices or release other materials pursuant to s. 119.071(1)(b), Florida Statutes. Any person requiring a special accommodation because of a disability should contact the Procurement Officer at least five (5) workdays prior to the solicitation opening. If you are hearing or speech impaired, please contact the Buyer by using the Florida Relay Service at (800) 955-8771 (TDD).

13. Electronic Posting of Notice of Intended Award. Based on the evaluation, on the date indicated on the Timeline the Buyer shall electronically post a notice of intended award at http://fcn.state.fl.us/owa_vbs/owa/vbs_www.main_menu. If the notice of award is delayed, in lieu of posting the notice of intended award the Buyer shall post a notice of the delay and a revised date for posting the notice of intended award. Any person who is adversely affected by the decision shall file with the Buyer a notice of protest within

seventy-two (72) hours after the electronic posting. The Buyer shall not provide tabulations or notices of award by telephone.

14. Firm Response. The Buyer may make an award within sixty (60) days after the date of the opening, during which period responses shall remain firm and shall not be withdrawn. If award is not made within sixty (60) days, the response shall remain firm until either the Buyer awards the Contract or the Buyer receives from the Respondent written notice that the response is withdrawn. Any response that expresses a shorter duration may, in the Buyer's sole discretion, be accepted or rejected.

15. Clarifications/Revisions. Before award, the Buyer reserves the right to seek clarifications or request any information deemed necessary for proper evaluation of submissions from all respondents deemed eligible for Contract award. Failure to provide requested information may result in rejection of the response.

16. Minor Irregularities/Right to Reject. The Buyer reserves the right to accept or reject any and all bids, or separable portions thereof, and to waive any minor irregularity, technicality, or omission if the Buyer determines that doing so will serve the State's best interests. The Buyer may reject any response not submitted in the manner specified by the solicitation documents.

17. Contract Formation. The Buyer shall issue a notice of award, if any, to successful respondent(s), however, no contract shall be formed between Respondent and the Buyer until the Buyer signs the Contract. The Buyer shall not be liable for any costs incurred by a Respondent in preparing or producing its response or for any work performed before the Contract is effective.

18. Contract Overlap. Respondents shall identify any products covered by this solicitation that they are currently authorized to furnish under any state term contract. By entering into the Contract, a Contractor authorizes the Buyer to eliminate duplication between agreements in the manner the Buyer deems to be in its best interest.

19. Public Records. Article 1, section 24, Florida Constitution, guarantees every person access to all public records, and Section 119.011, Florida Statutes, provides a broad definition of public record. As such, all responses to a competitive solicitation are public records unless exempt by law. Any respondent claiming that its response contains information that is exempt from the public records law shall clearly segregate and mark that information and provide the specific statutory citation for such exemption.

20. Protests. Any protest concerning this solicitation shall be made in accordance with sections 120.57(3) and 287.042(2) of the Florida Statutes and chapter 28-110 of the Florida Administrative Code. Questions to the Procurement Officer shall not constitute formal notice of a protest. It is the Buyer's intent to ensure that specifications are written to obtain the best value for the State and that specifications are written to ensure competitiveness, fairness, necessity and reasonableness in the solicitation process.

Section 120.57(3)(b), F.S. and Section 28-110.003, Fla. Admin. Code require that a notice of protest of the solicitation documents shall be made within seventy-two (72) hours after the posting of the solicitation.

Section 120.57(3)(a), F.S. requires the following statement to be included in the solicitation: "Failure to file a protest within the time prescribed in section 120.57(3), Florida Statutes, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes."

Section 28-110.005, Fla. Admin. Code requires the following statement to be included in the solicitation: "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."

21. Limitation on Vendor Contact with Agency During Solicitation Period.

Respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the seventy-two (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.



FORMS

ITB-DOT-11/12-8004-KB

PAINING AND WATER RESISTANT COATINGS

FOR

**FLORIDA'S TURNPIKE (S.R. 91), MILEPOST 172.0 TO MILEPOST 309.0 SEMINOLE EXPRESSWAY (S.R. 417),
MILEPOST 37.7 TO MILEPOST 55.0 SOUTHERN CONNECTOR (S.R. 417), MILEPOST 0.0 TO MILEPOST 6.5
VETERAN'S EXPRESSWAY (SR0589), MILEPOST 0.0 TO MILEPOST 14.0
SUNCOAST PARKWAY (SR0589), MILEPOST 14.0 TO MILEPOST 54.5
POLK PARKWAY (SR0570), MILEPOST 0.0 TO MILEPOST 24.5
BEACHLINE EXPRESSWAY (S.R. 528), MILEPOST 0.0 TO MILEPOST 8.4
DANIEL WEBSTER WESTERN BELTWAY (S.R. 429), MILEPOST 0.0 TO MILEPOST 11.0**

ESTIMATED QUANTITIES CONTRACT

FPIN: 192677-1-7B-01

CERTIFICATION OF EXPERIENCE DOCUMENTATION

I, _____, _____, of
(Print/Type Name) (Title)

_____, hereby certify that this Company has been in
(Name of Business)

business for a minimum of 5 years and has the experience to perform the services requested by ITB-DOT-11/12-8004-KB.

As I have indicated experience above, I now submit the following list of business and client references that will attest to our services and business relationships for the periods indicated and I hereby give permission to the Turnpike Enterprise to inquire for references as to my performance.

Signature: _____ Date: _____

Name of Business: _____

Note: Describe your work experience in detail for the minimum period required, beginning with your current or most recent project. Use a separate block to describe each project. (Attach additional sheets as necessary.)

Date: (Mo. & Yr.): From _____ To _____ Dollar Value of Project: \$ _____

Client Name: _____ Client's Project Manager: _____

Address: _____ City: _____

State: _____ Zip: _____ Phone: () _____ - _____ Fax: () _____ - _____

Project Description: _____

Date: (Mo. & Yr.): From _____ To _____ Dollar Value of Project: \$ _____

Client Name: _____ Client's Project Manager: _____

Address: _____ City: _____

State: _____ Zip: _____ Phone: () _____ - _____ Fax: () _____ - _____

Project Description: _____

Date: (Mo. & Yr.): From _____ To _____ Dollar Value of Project: \$ _____

Client Name: _____ Client's Project Manager: _____

Address: _____ City: _____

State: _____ Zip: _____ Phone: () _____ - _____ Fax: () _____ - _____

Project Description: _____

Date: (Mo. & Yr.): From _____ To _____ Dollar Value of Project: \$_____

Client Name: _____ Client's Project Manager: _____

Address: _____ City: _____

State: _____ Zip: _____ Phone: () ____ - _____ Fax: () ____ - _____

Project Description: _____

Date: (Mo. & Yr.): From _____ To _____ Dollar Value of Project: \$_____

Client Name: _____ Client's Project Manager: _____

Address: _____ City: _____

State: _____ Zip: _____ Phone: () ____ - _____ Fax: () ____ - _____

Project Description: _____

Date: (Mo. & Yr.): From _____ To _____ Dollar Value of Project: \$_____

Client Name: _____ Client's Project Manager: _____

Address: _____ City: _____

State: _____ Zip: _____ Phone: () ____ - _____ Fax: () ____ - _____

Project Description: _____

Date: (Mo. & Yr.): From _____ To _____ Dollar Value of Project: \$_____

Client Name: _____ Client's Project Manager: _____

Address: _____ City: _____

State: _____ Zip: _____ Phone: () ____ - _____ Fax: () ____ - _____

Project Description: _____

Name of Business: _____

FORM MUST BE EXECUTED AND SUBMITTED WITH BID PACKAGE

**DRUG-FREE WORKPLACE PROGRAM,
 VEHICLE OPERATOR LICENSE & VEHICLE REGISTRATION,
 NOTICE OF INTENT TO SUBLET**

I, _____, _____
 (Name) Owner, President, Vice President or Designated Officer (Corp. Resolution*) (Title)
 of _____, hereby certify that;
 (Name of Business)

A. Drug-Free Workplace Program Certification

This firm ____ (has) ____ (has no t) i m p l e m e n t e d a D r u g - F r e e W o r k p l a c e P r o g r a m i n a c c o r d a n c e w i t h t h e p r o v i s i o n o f S e c t i o n 287.087, F.S.

B. Vehicle Operator License & Vehicle Registration

All operators driving Bidder vehicles are properly licensed in the State of Florida, for the type of vehicle being operated, in accordance with Chapter 322 F.S., and further states that all vehicles operated, or caused to be operated by said Bidder;

- Meet the financial responsibility requirements in accordance with Chapter 324 F.S., and shall remain so for the duration of the Contract.
- Registered in the State of Florida, in accordance with Section 337.11 F.S, and insured in the State of Florida to the limits required within the Contract and in accordance with Sections 320.02, 316.646, and 627.733 F.S., and shall remain so for the duration of the Contract.

C. Notice of Intent to Sublet

We ____ (do) ____ (do not) intend to sublet a portion of the work on this project.

If I have indicated above that a portion of the work will be sublet, then I hereby further certify that we have taken affirmative action to seek out and consider Minority Business Enterprises as potential subcontractors and/ or suppliers. The classes of work I intend to sublet and the firms considered as potential subcontractors are as follows:

<u>Class of Work</u>	<u>Potential Subcontractors</u>	<u>Percent</u>	<u>MBE (Y) or (N)</u>
_____	_____	_____ %	_____
_____	_____	_____ %	_____
_____	_____	_____ %	_____
_____	_____	_____ %	_____

*Percentage must not be for more than 51% of contract total

Signature: _____ Date: _____
 Owner, President, Vice President or Designated Officer (Corp. Resolution*)

*If person signing the form is someone other than the Owner, President, or Vice President a copy of the Corporate Resolution granting signature authorization must be furnished in the bid package.

FORM MUST BE EXECUTED AND SUBMITTED WITH THE BID PACKAGE

CONTRACTOR NOTIFICATION

TO: All Contractors
FROM: Turnpike Asbestos Coordinator
(954) 975-4855
Pompano Beach, Florida
SUBJECT: ASBESTOS-CONTAINING MATERIALS IN TURNPIKE FACILITIES

It is possible that you may encounter Asbestos-containing materials (ACM) while working in State-owned buildings since ACM are present in many of these buildings. The presence of ACM does not necessarily mean that a hazard exists. However, a hazard may be created when ACM is disturbed and asbestos fibers become airborne. The best way to maintain a safe environment is to avoid disturbance of ACM.

Prominently posted in each building is an "Occupant Notification" which summarizes known locations of ACM in that building. An Operations and Maintenance (O & M) plan has been developed for these known locations of ACM. Since the known locations may or may not include all ACM, workers must exercise caution and be watchful for materials that might contain asbestos. You must avoid inadvertently disturbing ACM or suspected ACM as you carry out your work.

If you need additional information regarding ACM in a particular building or would like to see a copy of the O & M Plan, contact the Building Asbestos Contact Person (BACPer) responsible for that building or the Turnpike Asbestos Coordinator. The specific designated BACPer (name and telephone) is listed on the "Occupant Notification".

If your work necessitates the disturbance of ACM, you shall take all precautions necessary to protect human health and the environment from asbestos fibers. At a minimum, you must use the procedures found in the O & M Plan; comply with all federal, state and local laws governing work with asbestos; assure that your employees are medically certified, trained and equipped with the proper personal protective devices for safe handling of ACM; and ensure that all employees performing work with ACM related to State-owned buildings execute a "Certificate of Worker's Acknowledgment" prior to beginning work. Immediately upon inadvertently or before disturbing ACM in any State-owned building you must notify the designated BACPer.

ACKNOWLEDGMENT OF ASBESTOS WARNING

I, _____ (Name) Owner, President, Vice President or Designated Officer (Corp. Resolution*) _____ (Title)

of _____, hereby acknowledge receipt of the above memorandum about
(Name of Business)

Asbestos-Containing Materials (ACM) Information for Turnpike Facilities and information on how to contact the Building Asbestos Contact Person (BACPer), for information regarding how to find out where asbestos-containing materials are located and how to avoid any contact with ACM.

Signature: _____ Date: _____
Owner, President, Vice President or Designated Officer (Corp. Resolution*)

* If person signing for the Business or LLC is someone other than the Owner, President or Vice President, a copy of the Corporate Resolution granting signature authorization must be furnished in the bid package.

FORM MUST BE EXECUTED AND SUBMITTED WITH THE BID PACKAGE

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**VENDOR CERTIFICATION REGARDING
SCRUTINIZED COMPANIES LISTS**

Respondent Vendor Name: _____
Vendor FEIN: _____
Vendor's Authorized Representative Name and Title: _____
Address: _____
City: _____ State: _____ Zip: _____
Phone Number: _____
Email Address: _____.

Section 287. 135, Florida Statutes, prohibits agencies from contracting with companies, for goods or services of \$1 million or more, that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Both lists are created pursuant to section 215.473, Florida Statutes.

As the person authorized to sign on behalf of Respondent, I hereby certify that the company identified above in the section entitled "Respondent Vendor Name" is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. I understand that pursuant to section 287. 135, Florida Statutes, the submission of a false certification may subject company to civil penalties, attorney's fees, and/or costs.

Certified By: _____,
who is authorized to sign on behalf of the above referenced company.
Authorized Signature Print Name and Title: _____

CORPORATE RESOLUTION OF

(recite name of Business)

WHEREAS, it is in the best interests of this corporation to enter into a contract with the State of Florida, _____ Department _____ of _____ Transportation _____ for

NOW THEREFORE, IT IS RESOLVED, that _____ (name and title of authorized officer; (e.g., John Doe, Division Manager) of this Business is hereby authorized and empowered on behalf of the Business to enter into a contract with the State of Florida, Department of Transportation, in consideration of _____ Dollars (\$ _____), upon the terms and conditions contained in the proposed contract, a copy of which is attached hereto as Exhibit A, and made a part hereof.

CERTIFICATE OF RESOLUTION

I, _____, secretary of _____ (name of Business), a Florida Business, or a Business founded in the State of _____, and authorized by the Secretary of State, State of Florida, to conduct business in the State of Florida, hereby certify that the foregoing is a full, true, and correct copy of the resolution of the Board of Directors of the Business, duly and regularly passed and adopted at a meeting of the Board duly called and held in all respects as required by law, and by the bylaws of the Business, on the ____ day of _____, 20__, at which meeting a quorum of the Board was present.

Executed by me as secretary of the corporation on this ____ day of _____, 20__.

Signature of Secretary

Name of Secretary printed or typed



STANDARD WRITTEN AGREEMENT

ITB-DOT-11/12-8004-KB

PAINTING AND WATER RESISTANT COATINGS

FOR

**FLORIDA'S TURNPIKE (S.R. 91), MILEPOST 172.0 TO MILEPOST 309.0 SEMINOLE EXPRESSWAY (S.R. 417),
MILEPOST 37.7 TO MILEPOST 55.0 SOUTHERN CONNECTOR (S.R. 417), MILEPOST 0.0 TO MILEPOST 6.5
VETERAN'S EXPRESSWAY (SR0589), MILEPOST 0.0 TO MILEPOST 14.0
SUNCOAST PARKWAY (SR0589), MILEPOST 14.0 TO MILEPOST 54.5
POLK PARKWAY (SR0570), MILEPOST 0.0 TO MILEPOST 24.5
BEACHLINE EXPRESSWAY (S.R. 528), MILEPOST 0.0 TO MILEPOST 8.4
DANIEL WEBSTER WESTERN BELTWAY (S.R. 429), MILEPOST 0.0 TO MILEPOST 11.0**

ESTIMATED QUANTITIES CONTRACT

FPIN: 192677-1-7B-01

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STANDARD WRITTEN AGREEMENT

Agreement No.: _____

Financial Project I.D.: 19063613216

F.E.I.D. No.: _____

Procurement No.: ITB-DOT-11/12-8004-KB

D.M.S. Catalog Class No.: 991-600

BY THIS AGREEMENT, made and entered into this _____ day of _____, _____, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, hereinafter called the “Department” and _____, duly authorized to conduct business in the State of Florida, hereinafter called “Vendor,” hereby agree as follows:

1. SERVICES AND PERFORMANCE

- A. In connection with the Florida’s Turnpike Enterprise hereafter referred to as the “Department” under this Contract requires the Vendor to provide all labor, materials, equipment and incidentals, etc. necessary to perform interior and/or exterior painting, coating and sealing of facilities as directed by the Contract Manager. Painting, coating and sealing activities will include surface preparation, performing the assigned work, and cleanup of the area. The work shall cover Florida’s Turnpike (S.R. 91) from Milepost 172.0 to Milepost 309.0, Seminole Expressway (S.R. 417) from Milepost 37.7 to Milepost 55.0, Southern Connector (S.R. 417) from Milepost 0.0 to Milepost 6.5, Daniel Webster Western Beltway (S.R. 429) from Milepost 0.0 to Milepost 11.0, Beachline Expressway (S.R. 528) from Milepost 0.0 to Milepost 8.4, Veterans Expressway (S.R. 589) from Milepost 0.0 to Milepost 14.0, Suncoast Parkway (S.R. 589) from Milepost 14.0 to Milepost 54.5, and Polk Parkway (S.R. 570), from Milepost 0.0 to Milepost 24.5 and items as described in Exhibit “A,” attached hereto and made a part hereof.
- B. Before making any additions or deletions to the work described in this Agreement, and before undertaking any changes or revisions to such work, the parties shall negotiate any necessary cost changes and shall enter into an Amendment covering such work and compensation. Reference herein to this Agreement shall include any amendment(s).
- C. All tracings, plans, specifications, maps, computer files, and reports prepared or obtained under this Agreement, as well as all data collected, together with summaries and charts derived therefrom, shall be the exclusive property of the Department without restriction or limitation on their use and shall be made available, upon request, to the Department at any time during the performance of such services and/or upon completion or termination of this Agreement. Upon delivery to the Department of said document(s), the Department shall become the custodian thereof in accordance with Chapter 119, Florida Statutes. The Vendor shall not copyright any material and products or patent any invention developed under this Agreement. The Department shall have the right to visit the site for inspection of the work and the products of the Vendor at any time.
- D. All final plans, documents, reports, studies, and other data prepared by the Vendor shall bear the professional’s seal/signature, in accordance with the applicable Florida Status, Administrative Rules promulgated by the Department of Business and Professional Regulation, and guidelines published by the Department, in effect at the time of execution of this Agreement. In the event that changes in the statutes or rules create a conflict with the requirements of published guidelines, requirements of the statutes and rules shall take precedence.
- E. The Vendor agrees to provide project schedule progress reports in a format acceptable to the Department and at intervals established by the Department. The Department shall be entitled at all times to be advised, at its request, as to the status of work being done by the Vendor and of the details thereof. Coordination shall be maintained by the Vendor with representatives of the Department, or of other agencies interested in the project on behalf of the Department. Either party to this Agreement may request and be granted a conference.
- F. All services shall be performed by the Vendor to the satisfaction of the Director who shall decide all questions, difficulties, and disputes of any nature whatsoever that may arise under or by reason of this Agreement, the prosecution and fulfillment of the services hereunder and the character, quality, amount of value thereof; and the decision upon all claims, questions, and disputes shall be final and binding upon the parties hereto. Adjustments of compensation and contract time because of any major changes in the work that may become necessary or desirable as the work progresses shall be subject to mutual agreement of the parties, and amendment(s) shall be entered into by the parties in accordance herewith.

Reference herein to the Director shall mean the

EXECUTIVE DIRECTOR FLORIDA’S TURNPIKE ENTERPRISE

2. TERM

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

- Services shall commence _____ and shall be completed by _____ or date of termination, whichever occurs first.
- Services shall commence upon written notice from the Department’s Contract Manager and shall be completed within one (1) year or date of termination, whichever occurs first.
- Other: See Exhibit “A”

B. RENEWALS (Select appropriate box):

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

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

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

3. COMPENSATION AND PAYMENT

- A. Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Section 215.422(14), Florida Statutes.
- B. If this Agreement involves units of deliverables, then such units must be received and accepted in writing by the Contract Manager prior to payments.
- C. Bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper preaudit and postaudit thereof.
- D. The bills for any travel expenses, when authorized by terms of this Agreement and by the Department’s Project Manager, shall be submitted in accordance with Section 112.061, Florida Statutes, and Chapter 3- Travel, Department’s Disbursement Operations Manual, 350-030-400.
- E. Vendors providing goods and services to the Department should be aware of the following time frames. Upon receipt, the Department has five (5) working days to inspect and approve the goods and services, unless otherwise specified herein. The Department has twenty (20) days to deliver a request for payment (voucher) to the Department of Financial Services. The twenty (20) days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved.
- F. If a payment is not available within forty (40) days, a separate interest penalty as established pursuant to Section 215.422, Florida Statutes, shall be due and payable, in addition to the invoice amount, to the Vendor. Interest penalties of less than one (1) dollar shall not be enforced unless the Vendor requests payment. Invoices which have to be returned to a Vendor because of Vendor preparation errors shall result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

- G. The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide eProcurement system. Pursuant to Section 287.057(22), Florida Statutes, all payments shall be assessed a transaction fee of one percent (1%), which the Vendor shall pay to the State. For payments within the State accounting system (FLAIR or its successor), the transaction fee shall, when possible, be automatically deducted from payments to the Vendor. If automatic deduction is not possible, the Vendor shall pay the transaction fee pursuant to Rule 60A-1.031(2), Florida Administrative Code. By submission of these reports and corresponding payments, Vendor certifies their correctness. All such reports and payments shall be subject to audit by the State or its designee. The Vendor shall receive a credit for any transaction fee paid by the Vendor for the purchase of any item(s) if such item(s) are returned to the Vendor through no fault, act, or omission of the Vendor. Notwithstanding the foregoing, a transaction fee is non-refundable when an item is rejected or returned, or declined, due to the Vendor's failure to perform or comply with specifications or requirements of the Agreement. Failure to comply with these requirements shall constitute grounds for declaring the Vendor in default and recovering procurement costs from the Vendor in addition to all outstanding fees. VENDORS DELINQUENT IN PAYING TRANSACTION FEES MAY BE EXCLUDED FROM CONDUCTING FUTURE BUSINESS WITH THE STATE.
- H. A vendor ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.
- I. Records of costs incurred under terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for three (3) years after final payment for the work pursuant to this Agreement is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred shall include the Vendor's general accounting records and the project records, together with supporting documents and records of the Vendor and all subcontractors performing work on the project, and all other records of the Vendor and subcontractors considered necessary by the Department for a proper audit of project costs.
- J. The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding one (1) year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years. Accordingly, the Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature.

4. INDEMNITY AND PAYMENT FOR CLAIMS

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

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

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

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

No general liability insurance is required.

- The Vendor shall carry and keep in force during the term of this Agreement, a general liability insurance policy or policies with a company or companies authorized to do business in Florida, affording public liability insurance with a combined bodily injury limits of at least \$ 150,000.00 per person and \$ 300,000.00 each occurrence, and property damage insurance of at least \$ 150,000.00 each occurrence, for the services to be rendered in accordance with this Agreement.

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

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

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

- No Bond is required.
- Prior to commencement of any services pursuant to this Agreement and at all times during the term hereof, including renewals and extensions, the Vendor will supply to the Department and keep in force a bond provided by a surety authorized to do business in the State of Florida, payable to the Department and conditioned for the prompt, faithful, and efficient performance of this Agreement according to the terms and conditions hereof and within the time periods specified herein, and for the prompt payment of all persons furnishing labor, materials, equipment, and supplies therefor.

E. CERTIFICATION. With respect to any insurance policy required pursuant to this Agreement, all such policies shall be issued by companies licensed to do business in the State of Florida. The Vendor shall provide to the Department certificates showing the required coverage to be in effect and showing the Department to be an additional certificate holder.

5. COMPLIANCE WITH LAWS

A. The Vendor shall allow public access to all documents, paper, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Vendor in conjunction with this Agreement. Failure by the Vendor to grant such public access shall be grounds for immediate unilateral cancellation of this Agreement by the Department.

B. The Vendor 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 Contract Manager and securing prior written consent. The Vendor also agrees that it shall not publish, copyright, or patent any of the data developed under this Agreement, it being understood that such data or information are works made for hire and the property of the Department.

C. The Vendor shall comply with all federal, state, and local laws and ordinances applicable to the work or payment for work thereof, and will not discriminate on the grounds of race, color, religion, sex, national origin, age, or disability in the performance of work under this Agreement.

D. If the Vendor is licensed by the Department of Business and Professional Regulation to perform the services herein contracted, then Section 337.162, Florida Statutes, applies as follows:

(1) If the Department has knowledge or reason to believe that any person has violated the provisions of the state professional licensing laws or rules, it shall submit a complaint regarding the violations to the Department of Business and Professional Regulation. The complaint shall be confidential.

(2) Any person who is employed by the Department and who is licensed by the Department of Business and Professional Regulation and who, through the course of the person's employment, has knowledge to believe that any person has violated the provisions of state professional licensing laws or rules shall submit a complaint regarding the violations to the Department of Business and Professional Regulation. Failure to submit a complaint about the violations may be grounds for disciplinary action pursuant to Chapter 455, Florida Statutes, and the state licensing law applicable to that licensee. The complaint shall be confidential.

(3) Any complaints submitted to the Department of Business and Professional Regulation are confidential and exempt from Section 119.07(1), Florida Statutes, pursuant to Chapter 455, Florida Statutes, and applicable state law.

E. The Vendor covenants and agrees that it and its employees and agents shall be bound by the standards of conduct provided in applicable law and applicable rules of the Board of Business and Professional Regulation as they relate to work performed under this Agreement. The Vendor further covenants and agrees that when a former state employee is employed by the Vendor, the Vendor shall require that strict adherence by the former state employee to Sections 112.313 and 112.3185, Florida Statutes, is a condition of employment for said former state employee. These statutes will by reference be made a part of this Agreement as though set forth in full. The Vendor agrees to incorporate the provisions of this paragraph in any subcontract into which it might enter with reference to the work performed pursuant to this Agreement.

F. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity, may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work, may not submit a bids, proposals, or replies on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of thirty-six (36) months following the date of being placed on the convicted vendor list.

- G. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity, may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids, proposals, or replies on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity.
- H. The Department shall consider the employment by any vendor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the Vendor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this agreement.
- I. Pursuant to Section 216.347, Florida Statutes, the vendor may not expend any State funds for the purpose of lobbying the Legislature, the judicial branch, or a state agency.

6. TERMINATION AND DEFAULT

- A. This Agreement may be canceled by the Department in whole or in part at any time the interest of the Department requires such termination. The Department reserves the right to terminate or cancel this Agreement in the event an assignment be made for the benefit of creditors.
- B. If the Department determines that the performance of the Vendor is not satisfactory, the Department shall have the option of (a) immediately terminating the Agreement, or (b) notifying the Vendor of the deficiency with a requirement that the deficiency be corrected within a specified time, otherwise the Agreement will be terminated at the end of such time, or (c) taking whatever action is deemed appropriate by the Department.
- C. If the Department requires termination of the Agreement for reasons other than unsatisfactory performance of the Vendor, the Department shall notify the Vendor of such termination, with instructions as to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.
- D. If the Agreement is terminated before performance is completed, the Vendor shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the agreement price as the amount of work satisfactorily completed is a percentage of the total work called for by this Agreement. All work in progress shall become the property of the Department and shall be turned over promptly by the Vendor.

7. ASSIGNMENT AND SUBCONTRACTS

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

- B. Select the Appropriate box:

- The following provision is not applicable to this Agreement:

- The following provision is hereby incorporated in and made a part of this Agreement:

It is expressly understood and agreed that any articles that are the subject of, or required to carry out this Agreement shall be purchased from a nonprofit agency for the blind or for the severely handicapped that is qualified pursuant to Chapter 413, Florida Statutes, in the same manner and under the same procedures set forth in Section 413.036(1) and (2), Florida Statutes; and for purposes of this Agreement the person, firm, or other business entity (Vendor) carrying out the provisions of this Agreement shall be deemed to be substituted for the state agency (Department) insofar as dealings with such qualified nonprofit agency are concerned.

- The following provision is hereby incorporated in and made a part of this Agreement:

It is expressly understood and agreed that any articles which are the subject of, or required to carry out this Agreement shall be purchased from the corporation identified under Chapter 946, Florida Statutes, in the same manner and under the procedures set forth in Section 946.515(2) and (4), Florida Statutes; and for purposes of this Agreement the person, firm, or other business entity (Vendor) carrying out the provisions of this Agreement shall be deemed to be substituted for this agency (Department) insofar as dealings with such corporation are concerned.

The “corporation identified” is Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE). Available pricing, products, and delivery schedules may be obtained by contacting:

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

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

8. MISCELLANEOUS

- A. The Vendor and its employees, agents, representatives, or subcontractors are not employees of the Department and are not entitled to the benefits of State of Florida employees. Except to the extent expressly authorized herein, Vendor and its employees, agents, representative, or subcontractors are not agents of the Department or the State for any purpose or authority such as to bind or represent the interests thereof, and shall not represent that it is an agent or that it is acting on the behalf of the Department or the State. The Department shall not be bound by any unauthorized acts or conduct of the Vendor or its employees, agents, representatives, or subcontractors. Vendor agrees to include this provision in all its subcontract under this Agreement.
- B. All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.
- C. This Agreement embodies the whole agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained herein, and this Agreement shall supersede all previous communications, representations, or agreements, either verbal or written, between the parties hereto. The State of Florida terms and conditions, whether general or specific, shall take precedence over and supersede any inconsistent or conflicting provision in any attached terms and conditions of the Vendor.
- D. It is understood and agreed by the parties hereto that if any part, term or provision of this Agreement is by the courts held to be illegal or in conflict with any law of the State of Florida, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.
- E. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.
- F. In any legal action related to this Agreement, instituted by either party, the Vendor hereby waives any and all privileges and rights it may have under Chapter 47 and Section 337.19, Florida Statutes, relating to venue, as it now exists or may hereafter be amended, and any and all such privileges and rights it may have under any other statute, rule, or case law, including, but not limited to those grounded on convenience. Any such legal actions may be brought in the appropriate Court in the county chosen by the Department and in the event that any such legal action is filed by the Vendor, the Vendor hereby consents to the transfer of venue to the county chosen by the Department upon the Department filing a motion requesting the same.
- G. If this Agreement involves the purchase or maintenance of information technology as defined in Section 282.0041, Florida Statutes, the selected provisions of the attached Appendix II are made a part of this Agreement.
- H. If this Agreement is the result of a formal solicitation (Invitation to Bid, Request for Proposal or Invitation to Negotiate), the Department of Management Services Form PUR1000 and PUR1001, included in the solicitation, are incorporated herein by reference and made a part of this Agreement.
- I. The Vendor/Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of;
 - 1. all persons employed by the Vendor/Contractor during the term of the Contract to perform employment duties within Florida; and
 - 2. all persons, including subcontractors, assigned by the Vendor/Contractor to perform work pursuant to the contract with the Department.
- J. Time is of the essence as to each and every obligation under this Agreement.
- K. The following attachments are incorporated and made a part of this agreement: Exhibit "A", Attachments "A through "E", Exhibit "B", Exhibit "C".

L. Other Provisions:

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

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

Name of Vendor

BY: _____
Authorized Signature

BY: _____
Authorized Signature

(Print/Type)

(Print/Type)

Title: _____

Title: _____

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APPROVED:

LEGAL REVIEW:

Procurement Office



EXHIBIT "A", SCOPE OF SERVICES

ITB-DOT-11/12-8004-KB

PAINTING AND WATER RESISTANT COATINGS

FOR

**FLORIDA'S TURNPIKE (S.R. 91), MILEPOST 172.0 TO MILEPOST 309.0 SEMINOLE EXPRESSWAY (S.R. 417),
MILEPOST 37.7 TO MILEPOST 55.0 SOUTHERN CONNECTOR (S.R. 417), MILEPOST 0.0 TO MILEPOST 6.5
VETERAN'S EXPRESSWAY (SR0589), MILEPOST 0.0 TO MILEPOST 14.0
SUNCOAST PARKWAY (SR0589), MILEPOST 14.0 TO MILEPOST 54.5
POLK PARKWAY (SR0570), MILEPOST 0.0 TO MILEPOST 24.5
BEACHLINE EXPRESSWAY (S.R. 528), MILEPOST 0.0 TO MILEPOST 8.4
DANIEL WEBSTER WESTERN BELTWAY (S.R. 429), MILEPOST 0.0 TO MILEPOST 11.0**

ESTIMATED QUANTITIES CONTRACT

FPIN: 192677-1-7B-01

EXHIBIT "A"
SCOPE OF SERVICES
PAINTING AND WATER RESISTANT COATINGS
FLORIDA'S TURNPIKE (S.R. 91), MILEPOST 172.0 TO MILEPOST 309.0
BEACHLINE EXPRESSWAY (S.R. 528), MILEPOST 0.0 TO MILEPOST 8.4
SEMINOLE EXPRESSWAY (S.R. 417), MILEPOST 37.7 TO MILEPOST 55.0
SOUTHERN CONNECTOR (S.R. 417), MILEPOST 0.0 TO MILEPOST 6.5
VETERAN'S EXPRESSWAY (S.R. 589), MILEPOST 0.0 TO MILEPOST 14.0
SUNCOAST PARKWAY (S.R. 589), MILEPOST 14.0 TO MILEPOST 54.5
POLK PARKWAY (S.R. 570), MILEPOST 0.0 TO MILEPOST 24.5
WESTERN BELTWAY (S.R. 429), MILEPOST 0.0 TO MILEPOST 11.0
ESTIMATED QUANTITIES CONTRACT

1. Introduction

A. Description of Services

The work under this Contract consists of providing all labor, materials, equipment, incidentals, etc. necessary to perform interior and/or exterior painting, coating and sealing of facilities as directed by the Contract Manager. Painting, coating and sealing activities will include surface preparation, performing the assigned work, and cleanup of the area. Surface preparation may include water pressure cleaning, soda blast cleaning, sand blasting, hand cleaning, sanding, patching, filling cracks, taping, spackling, and such other means as required to prepare surfaces to receive the paint. The facilities include administrative offices, communication buildings, law enforcement offices, maintenance facilities, toll plazas, storage buildings, pump houses, and other related building and structures, with a wide variety of surface types, including concrete masonry, stucco, wood, metal, and other surfaces. All work shall be performed in an above average workmanship like manner. The Vendor shall ensure that all materials, equipment and incidentals incorporated into the work area are completely free of any type of asbestos materials.

B. Definition of Terms

For the purpose of this contract, whenever the following terms appear, their intent and meaning shall, unless specifically stated otherwise, be interpreted as shown here below:

1. **Contract:** The executed document that fully describes the work requirements, schedules, terms and conditions of the project, quality standards and specifications, payment requirements and all responsibilities and obligations of the Vendor and the Department.
2. **Department:** Florida Department of Transportation, Turnpike Enterprise, the contracting agency.
3. **Vendor:** The firm selected through the competitive bid process to provide the services requested herein.
4. **Department's Project/Contract Manager:** The individual employee(s) of the Department responsible for the management of the Contract, scheduling and monitoring of work being performed, inspection and acceptance of services

provided and approval for payment of services requested herein.

5. **Vendor's Project Manager:** The individual employee of the Vendor responsible for the management of the Contract, scheduling and monitoring of work being performed, inspection of services provided and the submission of payment documents for all services requested herein. The Vendor's Project Manager is responsible for all communication with the Department and the Department's Contract Manager.
6. **Supplemental Agreement:** A written Agreement between the Vendor and the Department modifying the original Agreement within the limitations set forth in the original Agreement and as provided for by law.
7. **Work Document/Authorization:** A work request issued periodically to the Vendor for work required at the Contract locations, which will identify the location, describe the work, and specify the day and time the Vendor shall be proceed with the work.

2. Locations and Site Description

All existing locations are listed in Attachment "A", attached hereto and hereby made a part of this Contract. A number of locations may be added to or deleted from the contract, by a Supplemental Agreement during the course of the contract. Such additions or deletions shall not effect or impact the hourly rates or the mark-up for parts allowance bid by the Vendor.

3. Vendor's Qualifications

The Vendor shall maintain and keep in force throughout the life of the contract, renewals, and extensions, the requirements specified below. Failure of the Vendor to comply with these requirements will be sufficient grounds for the Department to declare the Vendor in default and subject to the terms of Chapter 6, Termination and Default, of the Standard Written Agreement.

A. Certification of Experience

The organized business enterprise (e.g. corporation, LLC or excluding sole proprietorship) shall have been actively involved in providing painting and water resistant coating services, as required in this Contract, for a minimum of five (5) years. Prior experiences shall specifically be related in size, technical scope and volume of work to that specified in the scope of work for this Contract. The Department will investigate carefully to determine that the Vendor is responsive, responsible and qualified in the area of work contemplated by this Contract.

B. Business Location

The Vendor shall have a current and valid Business Tax Receipt (f.k.a. Occupational License) which states the name of the Vendor, street address of the business where all the work covered under the contract will be handed, and the type of work that the Occupational License is issued for (which must be for the same type of services required in the contract).

4. Scope of Work and Constraints

- A. The scope of work in this Contract shall consist of routine maintenance painting work on an as needed basis ranging from minor work (such as painting bollards, doors, touch up, etc.) to major work (such as painting a facility). Painting services shall be performed after

issuance of a work order provided by a Contract Manager authorizing the services. The work document will detail the work to be performed. The scope of services on the work order or accumulative total of work documents shall not exceed the original description of services, cost, or time frame of the original contract. The Vendor shall not start any painting before receiving a work order and will not receive payment for painting performed that is not assigned by a work document.

- B. It is anticipated that Department operations will be in progress at all locations and must remain in operation when the application of paint or coating occurs. Safety of the Vendor and his employees, Department employees and the traveling public shall dictate the implementation of all work. Any and all impact to pedestrian traffic will require preparation of a safety plan, as appropriate, and be submitted to the Department's Contract Manager prior to the start of work for review and approval. Staging areas will be designated by the Department's Contract Manager when required. The Vendor shall protect sidewalks, vehicles, adjacent buildings, trim, windows, electric or electronic devices, plants, trees, and other vegetation, which could be damaged directly or indirectly by the painting work.
- C. The Vendor shall furnish the equipment necessary to safely perform the work contained herein. All costs for compressors equipment shall be contained in the unit bid prices. Equipment includes, but is not limited to, pickup trucks or other vehicles, lifts, scaffolds, ladders, hand tools, and safety equipment. No additional payment for equipment use will be provided by the Department.
- D. The Department's Contract Manager will approve the painting system to be used for each application and location. Application of paint or coatings by means of spray equipment must be approved in advance by the Department's Contract Manager.
- E. The type and method of surface preparation shall be appropriate for the designated substrate and the substrate condition. Surface preparation shall be appropriate for the type of painting or coating system to be applied and consistent with manufacturer recommendations for the designated painting or coating system. The method of application shall be consistent with manufacturer recommendations for the selective painting or coating system. Paint and coatings shall not be thinned unless specifically recommended by the manufacturer for undercoating. Thinners if employed shall be in accordance with manufacturer recommendations. Finish paint and coatings are expected to be consistent in color and texture without streaks, drips, holidays, and of consistent thickness and cover. Painting and coating coverage shall be consistent with manufacturer recommendations for appropriate coverage rates per square foot. Cleaned areas shall be reasonably free from dirt, oil, tar, vehicular exhaust residue, and other accumulated deposits and film as determined by the Department's Project Manager or designated representative. Cleaning work shall be subject to inspection. The quality and acceptance of workmanship will be determined during these inspections. Areas that are determined to be unacceptable shall be cleaned again by the Vendor at no additional cost to the Department.

F. SUMMARY

Work includes surface preparation and the application of paint systems on interior and exterior substrates including but not necessarily limited to:

- Concrete
- Concrete masonry units (CMU)
- Brick masonry
- Steel

- Galvanized metal
- Stainless steel
- Aluminum
- Wood
- Exterior Portland cement plaster (stucco)
- Gypsum board
- Plaster

G. DEFINITIONS

Definitions of gloss levels below are from "MPI Architectural Painting Specification Manual"

1. Gloss Level 1: Not more than 5 units at 60 degrees and 10 units at 85 degrees, according to ASTM D 523.
2. Gloss Level 2: 5 to 10 units at 60 degrees and 10 to 25 units at 85 degrees, according to ASTM D 523.
3. Gloss Level 3: 10 to 25 units at 60 degrees and 10 to 35 units at 85 degrees, according to ASTM D 523.
4. Gloss Level 4: 20 to 35 units at 60 degrees and not less than 35 units at 85 degrees, according to ASTM D 523.
5. Gloss Level 5: 35 to 70 units at 60 degrees, according to ASTM D 523.
6. Gloss Level 6: 70 to 85 units at 60 degrees, according to ASTM D 523.
7. Gloss Level 7: More than 85 units at 60 degrees, according to ASTM D 523.

H. ACTION SUBMITTALS

Required only when the Department's Contract Manager does not stipulate the specific paint or coating system to be used.

1. Product Data: For each type of product. Include preparation requirements and application instructions. MSDS.
2. Samples for Initial Selection: For each type of topcoat product.
3. Samples for Verification: For each type of paint system and each color and gloss of topcoat.
 - a. Submit samples on rigid backing, 8 inches (200 mm) square.
 - b. Step coats on Samples to show each coat required for system.
 - c. Label each coat of each Sample.
 - d. Label each Sample for location and application area.
4. Product List: For each product indicated, include the following:
 - a. Cross-reference to paint system and locations of application areas. Use same designations indicated on drawings and in schedules.

- b. Printout of current "MPI Approved Products List" for each product category specified, with the proposed product highlighted.
- c. VOC content; all products classified as "Low VOC" products are allowed to be used.

I. MAINTENANCE MATERIAL SUBMITTALS

Furnish extra materials that match products installed and that are packaged with protective covering for storage and identified with labels describing contents. Paint: 5 percent (5%), but not less than one (1) gal. (3.8 L) of each material and color applied.

J. DELIVERY, STORAGE, AND HANDLING

Store materials not in use in tightly covered containers in well-ventilated areas with ambient temperatures continuously maintained at not less than 45 deg F (7 deg C). Maintain containers in clean condition, free of foreign materials and residue. Remove rags and waste from storage areas daily. Vendor shall properly use and dispose of all paints and chemicals in strict accordance with the applicable local, state and federal environmental statutes, rules, and regulations and shall indemnify the Department for any liabilities or alleged negligence or alleged violations arising out of the Vendor's handling, use of, and disposal of said paints and chemicals.

K. FIELD CONDITIONS

Apply paints only when temperature of surfaces to be painted and ambient air temperatures are between 50 and 95 deg F (10 and 35 deg C). Do not apply paints in snow, rain, fog, or mist; when relative humidity exceeds 85 per cent; at temperatures less than 5 deg F (3 deg C) above the dew point; or to damp or wet surfaces.

5. Products

A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

- Akzo Nobel Paints
- Benjamin Moore & Co.
- PPG Architectural Finishes, Inc.
- Pratt & Lambert
- Sherwin-Williams Company (The)
- Tex-Cote
- Thoro
- Valspar

B. Paint, General

Master Painters Institute (MPI) Standards: When the Department's Contract Manager does not stipulate the specific paint or coating system to be used provide products that comply with MPI standards indicated and that are listed in its "MPI Approved Products List."

C. Material Compatibility:

1. Provide materials for use within each paint system that are compatible with one

another and substrates indicated, under conditions of service and application as demonstrated by manufacturer, based on testing and field experience.

2. For each coat in a paint system, provide products recommended in writing by manufacturers of topcoat for use in paint system and on substrate indicated.
3. VOC Content: Provide materials that comply with VOC limits of authorities having jurisdiction.
4. Colors: To match existing surfaces and/or as directed by the Department's Contract Manager.

D. BLOCK FILLERS

1. Block Filler, Latex, Interior/Exterior: MPI #4.
 - a. Moorcraft Super Craft Latex Block Filler by Benjamin Moore & Co.
 - b. Speedhide Interior/Exterior Latex Masonry Block Filler by PPG.
 - c. ProHide Interior/Exterior Latex Block Filler by Pratt & Lambert.
 - d. PrepRite Interior/Exterior Latex Block Filler by Sherwin-Williams Company

E. PRIMER/SEALER

1. Primer/Sealer: As recommended in writing by topcoat manufacturer for the specific substrate in its specific condition.

F. WATER-BASED PAINTS

1. Latex, Exterior Flat (Gloss Level 2): MPI #214.
 - a. Dulux Professional Exterior 100% Acrylic Satin Finish by Akzo Nobel Paints.
 - b. MoorGard 100% Acrylic Low Lustre House Paint by Benjamin Moore & Co.
 - c. SherLastic Elastomeric Coating by Sherwin-Williams Company (The).
2. Latex, Exterior Eggshell (Gloss Level 3-4): MPI #15.
 - a. Moorcraft Super Spec 100% Acrylic Satin Finish by Benjamin Moore & Co.
 - b. Sun-Proof Exterior House & Trim Satin Latex by PPG.
 - c. ProHide Gold Exterior Latex Eggshell, SOCW by Pratt & Lambert.
 - d. Weatherclad 100% Acrylic Exterior Satin Latex by Sherwin-Williams Company (The).
3. Latex, Exterior Semi-Gloss (Gloss Level 5): MPI #11.
 - a. Aura Waterborne Exterior Paint, Semi-Gloss Finish by Benjamin Moore.
 - b. Latex Exterior Semi-gloss by PPG.
 - c. ProHide Gold Exterior Latex Semi-Gloss, SOCW by Pratt & Lambert.
 - d. ProMar 200 Alkyd Semi-Gloss by Sherwin-Williams Company (The).
4. Light Industrial Coating, Exterior, Water Based (Gloss Level 3): MPI #161.

- a. Devflex 4212HP High Performance WB Acrylic Eggshell by Akzo Nobel.
 - b. WB Satin Exterior Acrylic by PPG.
5. Light Industrial Coating, Exterior, Water Based, Semi-Gloss (Gloss Level 5): MPI #163.
- a. Super Spec High Performance DTM Acrylic Semi Gloss by Benjamin Moore.
 - b. Pitt-Tech Plus Interior/Exterior Semi-Gloss by PPG.
 - c. Enducryl DTM Semi-Gloss by Pratt & Lambert.
 - d. ProClassic Waterborne Acrylic Semi-Gloss Enamel by Sherwin-Williams Company (The).
6. Light Industrial Coating, Exterior, Water Based, Gloss (Gloss Level 6): MPI #164.
- a. Pro Industrial Zero VOC Acrylic Gloss by Sherwin-Williams Company (The).
7. Primer Sealer, Latex, Interior: MPI #50 X-Green.
- a. Ben Premium Interior Latex Primer by Benjamin Moore & Co.
 - b. Speedhide Interior Latex Primer Sealer by PPG.
 - c. ProGreen 200 Low VOC Interior Latex Primer by Sherwin-Williams Company (The).
8. Latex, Interior Flat (Gloss Level 2): MPI #44 X-Green.
- a. Glidden Professional Ultra Hide 150 Interior Latex Eggshell by Akzo Nobel Paints.
 - b. Aura Waterborne Eggshell Interior Paint by Benjamin Moore & Co.
 - c. ProMar 200 0 VOC Interior Latex Low Sheen by Sherwin-Williams Company (The).
9. Latex, Interior Eggshell (Gloss Level 3): MPI #52 X-Green.
- a. Eco Spec WB Interior Latex Eggshell Finish by Benjamin Moore & Co.
 - b. ProMar 200 0 VOC Interior Latex Eg-Shell by Sherwin-Williams Company (The).
10. Latex, Interior Eggshell (Gloss Level 4): MPI #43 X-Green.
- a. Glidden Professional Ultra Hide 150 Interior Low Lustre by Akzo Nobel.
 - b. Aura Waterborne Satin Interior Paint by Benjamin Moore & Co.
 - c. ProMar 200 0 VOC Interior Latex Semi-Gloss by Sherwin-Williams Company (The).
11. Latex, Interior Semi-Gloss (Gloss Level 5): MPI #54 X-Green.
- a. Glidden Professional Ultra Hide 150 Interior Latex Semi-Gloss by Akzo Nobel.
 - b. Aura Waterborne Semi-Gloss Interior Paint by Benjamin Moore.
 - c. Pittsburg Paints Speedhide Interior Semi-Gloss Acrylic Latex by PPG.
 - d. ProGreen 200 Low VOC Interior Latex Semi-Gloss by Sherwin-Williams

Company (The).

12. Latex, Interior Gloss (Gloss Level 6): MPI #115 X-Green
 - a. Devoe Coatings TRU-GLAZE-WB 4428 Waterborne Epoxy Gloss Coating by Akzo Nobel.
 - b. Pro Industrial Zero VOC Waterbased Catalyzed Epoxy by Sherwin-Williams Company (The).
- G. ELASTOMERIC, PIGMENTED, WATER BASED, FLAT
1. Elastomeric, pigmented, Exterior, Water Based, Flat (Gloss Level 1): MPI #113.
 - a. Moorlastic Elastomeric Waterproof Coating Flat by Benjamin Moore.
 - b. Pitt-Flex Elastomeric Coating by PPG.
 - c. Pro-Hide Gold Exterior Elastomeric Coating by Pratt & Lambert.
- H. CLEAR WATER REPELLANT COATINGS
1. Clear Water Repellant Coating for masonry block or brick (Not Paintable).
 - a. Rainguard Micro-Seal Penetrating Water Repellant by Akzo Noble Paints.
 - b. LOXON 40% Silane Water Repellant by Sherwin-Williams Company (The).
 - c. Quikrete Natural Waterproofer by Valspar.
- I. TEXTURED AND HIGH-BUILD COATINGS
1. Primer for Textured Coating, Latex, Flat: As recommended in writing by topcoat manufacturer.
 - a. XL 70 "W" Water Based Primer by Tex-Cote (for application over previously uncoated concrete, masonry or Portland cement plaster) applied at 250-350 SF/gallon.
 - b. Primer 27 "W" Water Based Primer by Tex-Cote (for application over previously painted surfaces) applied at 300-400 SF/gallon.
 - c. Chalky Surface Primer VOC or as recommended by Thoro for the specific substrate in its specific condition.
 2. Intermediate and Top Coat for Textured Coating, Latex, Flat: As recommended in writing by topcoat manufacturer.
 - a. UltraCrete Texture Coating by Sherwin-Williams Company (The).
 - b. XL 70 Textured by Tex-Cote. Smooth, Sand or Fine Textured Coatings applied at 50-60 SF/gallon; Course Textured Coating applied at 40-50 SF/gallon.
 - c. ThoroSeal by Thoro.
 3. Primer for Latex, Exterior, High Build: As recommended in writing by topcoat manufacturer.
 4. Intermediate and Top Coat for Latex, Exterior, High Build: MPI #40.

- a. Glidden Professional Decra-Flex 200 Elastomeric Coating System – Smooth by Akzo Nobel Paints.
- b. Loxon XP Exterior Flat Latex by Sherwin-Williams Company (The).
- c. Stretch High Build Coating (Smooth Texture) by Tex-Cote applied at 80-100 SF/gallon.

J. SOURCE QUALITY CONTROL

1. Testing of Paint Materials: The Department reserves the right to invoke the following procedure:
 - a. The Department may engage the services of a qualified testing agency to sample paint materials. Vendor will be notified in advance and may be present when samples are taken. If paint materials have already been delivered to Project site, samples may be taken at Project site. Samples will be identified, sealed, and certified by testing agency.
 - b. Testing agency will perform tests for compliance with product requirements.
 - c. The Department may direct Vendor to stop applying paints if test results show materials being used do not comply with product requirements. Vendor shall remove non-complying paint materials from Project site, pay for testing, and repaint surfaces painted with rejected materials. Vendor will be required to remove rejected materials from previously painted surfaces if, on repainting with complying materials, the two paints are incompatible.

6. Execution

A. Examination

1. Examine substrates and conditions, with Applicator present, for compliance with requirements for maximum moisture content and other conditions affecting performance of the Work.
2. Maximum Moisture Content of Substrates: When measured with an electronic moisture meter as follows:
 - a. Concrete: 12 percent.
 - b. Masonry (CMU): 12 percent.
 - c. Wood: 15 percent.
 - d. Portland Cement Plaster: 12 percent.
 - e. Gypsum Board: 12 percent.
3. Portland Cement Plaster Substrates: Verify that plaster is fully cured.
4. Verify suitability of substrates, including surface conditions and compatibility with existing finishes and primers.
5. Proceed with coating application only after unsatisfactory conditions have been corrected.
 - a. Application of coating indicates acceptance of surfaces and conditions.

7. Preparation

- A. Comply with manufacturer's written instructions and recommendations in "MPI Manual" applicable to substrates and paint systems indicated. Follow manufacturer recommendations for surface preparation and painting over existing specific substrates. Start of application of paint/coating implies that the Vendor has adequately prepared the substrate to receive the designated paint/coating system. The Vendor shall confer with the Department prior to application of finish paint or coatings if the substrate cannot be appropriately prepared. The Vendor shall confer with the Department's Contract Manager prior to the start of work if current or threatening weather conditions are not conducive to application of the designated paint or coating system. The Vendor shall not begin application of paint or coating systems over knowingly inappropriate substrates.
- B. Remove hardware, covers, plates, and similar items already in place that are removable and are not to be painted. If removal is impractical or impossible because of size or weight of item, provide surface-applied protection before surface preparation and painting. After completing painting operations, use workers skilled in the trades involved to reinstall items that were removed. Remove surface-applied protection.
- C. Remove loose, flaking or oxidized paint from surface by sand or water blasting, electric sanding, or wire brush or scraping as appropriate for the substrate. Clean substrates of substances that could impair bond of paints, including dust, dirt, oil, grease, and incompatible paints and encapsulates. Remove incompatible primers and reprime substrate with compatible primers or apply tie coat as required to produce paint systems indicated.
- D. Concrete Substrates: Remove release agents, curing compounds, efflorescence, and chalk. Do not paint surfaces if moisture content or alkalinity of surfaces to be painted exceeds that permitted in manufacturer's written instructions.
- E. Masonry Substrates: Remove efflorescence and chalk. Do not paint surfaces if moisture content or alkalinity of surfaces or mortar joints exceeds that permitted in manufacturer's written instructions.
- F. Steel Substrates: Remove rust, loose mill scale, and shop primer if any. Clean using methods recommended in writing by paint manufacturer but not less than the following:
 - 1. SSPC-SP 2, "Hand Tool Cleaning."
 - 2. SSPC-SP 3, "Power Tool Cleaning."
- G. Shop-Primed Steel Substrates: Clean field welds, bolted connections, and abraded areas of shop paint, and paint exposed areas with the same material as used for shop priming to comply with SSPC-PA 1 for touching up shop-primed surfaces.
- H. Galvanized-Metal Substrates: Remove grease and oil residue from galvanized sheet metal by mechanical methods to produce clean, lightly etched surfaces that promote adhesion of subsequently applied paints.
- I. Previously Painted Surfaces: Remove all loose, scaling and peeling paint not fully adhered to substrate. Follow manufacturer recommendations for preparing previously painted surfaces including but not necessarily limited to:
 - 1. Light sanding to remove loose paint, smooth old surfaces and dull shine on glossy surfaces.

2. Seal stains with sealer recommended in writing by topcoat manufacturer for use in paint systems indicated.
3. Clean to remove dirt and dust. When necessary use mild, non-abrasive detergent to remove heavy dirt and grease. Rinse thoroughly and allow to dry.
4. Patch/repair damage to substrate. Sand and clean before spot-priming with appropriate primer and sealer prior to apply finish coats.
5. Appropriately fill cracks and holes to smooth uneven areas. When dry, sand and clean before spot-priming with appropriate primer and sealer.
6. Test flat-finish surfaces for absorbency and if required prime surface with appropriate primer and sealer.

Previously painted surfaces: It is not necessary to apply block filler or primer over painting previously painted surfaces it unless the surface preparation procedure exposes bare substrate except for spot-priming identified in this sub-article. Prime coating is required where the new paint system is not compatible with the previous paint system; otherwise painted surfaces are to receive a minimum of two finish coats of paint. Follow manufacturer recommendations for drying time between finish coats based on site conditions. Do not spot paint. Paint entire surface to the nearest reasonable stopping point, i.e., paint entire wall from base to ceiling and corner to corner, paint entire door frame or door and doorframe, as appropriate.

8. Application

- A. Apply paints according to manufacturer's written instructions and recommendations in "MPI Manual."
 1. Use applicators and techniques suited for paint and substrate indicated.
 2. Dry mil thickness of finished paint/coatings is to be within the range stipulated in manufacturer printed recommendations.
 3. Paint surfaces behind movable items same as similar exposed surfaces. Before final installation, paint surfaces behind permanently fixed items with prime coat only.
 4. Paint both sides and edges of exterior doors and entire exposed surface of exterior door frames.
 5. Paint entire exposed surface of window frames and sashes.
 6. Do not paint over labels of independent testing agencies or equipment name, identification, performance rating, or nomenclature plates.
 7. Primers specified in painting schedules may be omitted on items that are factory primed or factory finished if acceptable to topcoat manufacturers.
 8. Provide adequate ventilation as required for material used in area of application. The Vendor shall be responsible for providing any ventilation equipment as needed

or if specifically directed by the Contract Manager.

- B. Tint undercoats same color as topcoat, but tint each undercoat a lighter shade to facilitate identification of each coat if multiple coats of same material are to be applied. Provide sufficient difference in shade of undercoats to distinguish each separate coat.
- C. If undercoats or other conditions show through topcoat, apply additional coats until cured film has a uniform paint finish, color, and appearance.
- D. Apply paints to produce surface films without cloudiness, spotting, holidays, laps, brush marks, roller tracking, runs, sags, ropiness, or other surface imperfections. Cut in sharp lines and color breaks.
- E. Painting Fire Suppression, Plumbing, HVAC, Electrical, Communication, and Electronic Safety and Security Work:
 - 1. Paint the following work where exposed to view:
 - a. Equipment, excluding panel boards and switch gear.
 - b. Uninsulated metal piping.
 - c. Uninsulated plastic piping.
 - d. Pipe hangers and supports.
 - e. Metal conduit.
 - f. Plastic conduit.

9. Field Quality Control

- A. Dry Film Thickness Testing: The Department may engage the services of a qualified testing and inspecting agency to inspect and test paint for dry film thickness.
 - 1. The Vendor shall touch up and restore painted surfaces damaged by testing.
 - 2. If test results show that dry film thickness of applied paint does not comply with paint manufacturer's written recommendations, Vendor shall pay for testing and apply additional coats as needed to provide dry film thickness that complies with paint manufacturer's written recommendations.

10. Cleaning and Protection

- A. At end of each workday, remove rubbish, empty cans, rags, and other discarded materials from Project site.
- B. After completing paint application, clean spattered surfaces. Remove spattered paints by washing, scraping, or other methods. Do not scratch or damage adjacent finished surfaces.
- C. Protect all adjacent surfaces, furniture, equipment, etc. against damage from paint application. Following completion of painting, remove all protection installed to protect adjacent surfaces, furniture, equipment, etc. Restore all adjacent surfaces to pre-painting condition. Correct damage to adjacent surfaces, furniture, equipment, etc. by cleaning, repairing, replacing, and refinishing, as approved by the Department's Contract Manager, and leave in an undamaged condition.

11. Exterior Painting Schedule

A. Concrete Substrates, Nontraffic Surfaces:

1. Exterior Latex System:
 - a. Prime Coat: Latex, exterior, matching topcoat.
 - b. Intermediate Coat: Latex, exterior, matching topcoat.
 - c. Topcoat: Latex, exterior, low sheen (Gloss Level 3-4), MPI #15.
 - d. Topcoat: Latex, exterior semi-gloss (Gloss Level 5), MPI #11.
2. Latex Aggregate/Latex System:
 - a. Prime Coat: Textured coating, latex, flat, MPI #42.
 - b. Intermediate Coat: Latex, exterior, matching topcoat.
 - c. Topcoat: Latex, exterior flat (Gloss Level 1), MPI #10.
3. High-Build Latex System: Dry film thickness not less than 10 mils (0.25 mm).
 - a. Prime Coat: As recommended in writing by topcoat manufacturer.
 - b. Intermediate Coat: As recommended in writing by topcoat manufacturer.
 - c. Topcoat: Latex, exterior, high build, MPI #40.
4. Latex Aggregate System:
 - a. Prime Coat: As recommended in writing by topcoat manufacturer.
 - b. Intermediate Coat: As recommended in writing by topcoat manufacturer.
 - c. Topcoat: Textured coating, latex, flat, MPI #42.

B. CMU Substrates:

1. Latex System:
 - a. Prime Coat: Block filler, latex, interior/exterior, MPI #4 (for previously uncoated CMU).
 - b. Intermediate Coat: Latex, exterior, matching topcoat.
 - c. Topcoat: Latex, exterior, low sheen (Gloss Level 3-4), MPI #15.
 - d. Topcoat: Latex, exterior semi-gloss (Gloss Level 5), MPI #11.
2. High-Build Latex System: Dry film thickness not less than 10 mils (0.25 mm).
 - a. Prime Coat: As recommended in writing by topcoat manufacturer.
 - b. Intermediate Coat: As recommended in writing by topcoat manufacturer.
 - c. Topcoat: Latex, exterior, high build, MPI #40.
3. Latex Aggregate System:
 - a. Prime Coat: As recommended in writing by topcoat manufacturer.
 - b. Intermediate Coat: As recommended in writing by topcoat manufacturer.
 - c. Topcoat: Textured coating, latex, flat, MPI #41.

C. Steel Substrates:

1. Water-Based Light Industrial Coating System:
 - a. Prime Coat: Primer, alkyd, anti-corrosive for metal, MPI #79.
 - b. Intermediate Coat: Light industrial coating, exterior, water based, matching topcoat.
 - c. Topcoat: Light industrial coating, exterior, water based, semi-gloss (Gloss Level 5), MPI #163.
 - d. Topcoat: Light industrial coating, exterior, water based, gloss (Gloss Level 6), MPI #164.
2. Alkyd System:
 - a. Prime Coat: Primer, alkyd, anticorrosive for metal, MPI #79.
 - b. Intermediate Coat: Exterior alkyd enamel matching topcoat.
 - c. Topcoat: Alkyd, exterior, flat (Gloss Level 1), MPI #8.
 - d. Topcoat: Alkyd, exterior, semi-gloss (Gloss Level 5), MPI #94.
 - e. Topcoat: Alkyd, exterior, gloss (Gloss Level 6), MPI #9.

D. Galvanized Metal Substrates:

1. Latex System:
 - a. Prime Coat: Primer, galvanized metal, as recommended in writing by topcoat manufacturer for exterior use on galvanized-metal substrates with topcoat indicated.
 - b. Intermediate Coat: Latex, exterior, matching topcoat.
 - c. Topcoat: Latex, exterior, low sheen (Gloss Level 3-4), MPI #15.
 - d. Topcoat: Latex, exterior semi-gloss (Gloss Level 5), MPI #11.
 - e. Topcoat: Latex, exterior gloss (Gloss Level 6), MPI #119.
2. Water-Based Light Industrial Coating System:
 - a. Prime Coat: Primer, galvanized metal, as recommended in writing by topcoat manufacturer for exterior use on galvanized-metal substrates with topcoat indicated.
 - b. Intermediate Coat: Light industrial coating, exterior, water based, matching topcoat.
 - c. Topcoat: Light industrial coating, exterior, water based (Gloss Level 3), MPI #161.
 - d. Topcoat: Light industrial coating, exterior, water based, semi-gloss (Gloss Level 5), MPI #163.
 - e. Topcoat: Light industrial coating, exterior, water based, gloss (Gloss Level 6), MPI #164.

E. Portland Cement Plaster Substrates:

1. Latex System:
 - a. Prime Coat: Latex, exterior, matching topcoat.
 - b. Intermediate Coat: Latex, exterior, matching topcoat.
 - c. Topcoat: Latex, exterior, low sheen (Gloss Level 3-4), MPI #15.

- d. Topcoat: Latex, exterior semi-gloss (Gloss Level 5), MPI #11.
2. Latex over Alkali-Resistant Primer System:
 - a. Prime Coat: Primer, alkali resistant, water based, MPI #3.
 - b. Intermediate Coat: Latex, exterior, matching topcoat.
 - c. Topcoat: Latex, exterior, low sheen (Gloss Level 3-4), MPI #15.
 - d. Topcoat: Latex, exterior semi-gloss (Gloss Level 5), MPI #11.
 3. High-Build Latex System: Dry film thickness not less than 10 mils (0.25 mm):
 - a. Prime Coat: As recommended in writing by topcoat manufacturer.
 - b. Intermediate Coat: As recommended in writing by topcoat manufacturer.
 - c. Topcoat: Latex, exterior, high build, MPI #40.

12. Interior Painting Schedule

- A. Gypsum Board, Wood, Metal, and CMU Substrates:
 1. Interior Latex System:
 - a. Prime Coat: Interior primer sealer, MPI #50 X-Green.
 - b. Intermediate Coat: Latex, interior, matching topcoat.
 - c. Topcoat: Latex, interior, flat (Gloss Level 2), MPI #44 X-Green.
 - d. Topcoat: Latex, interior, eggshell (Gloss Level 3), MPI #52 X-Green.
 - e. Topcoat: Latex, interior, eggshell (Gloss Level 4), MPI #43 X-Green.
 - f. Topcoat: Latex, interior, semi-gloss (Gloss Level 5), MPI #54 X-Green.
 - g. Topcoat: Latex, interior, gloss (Gloss Level 6), MPI #115 X-Green.

13. Submittals

- A. At the pre-work conference, the Vendor shall submit a copy of the following documents to the Project Manager for the Department's review and records.
 1. The Vendor shall submit to the Contract Manager for review/approval, a list of any/all chemicals, cleaners, or lubricants proposed for use at the facilities, including the Material Safety Data Sheet. The Department retains the option to approve and disapprove the use of all products.
 2. The Vendor's license/certification authorizing Vendor to perform the work covered under the contract in all counties within the contract limits, as required by state law and by county or municipal licensing ordinances.
 3. A list of all personnel anticipated for employment under this Contract, including a minimum of two (2) qualified workers. Any new qualified workers to be added to the Contract shall require advanced approval by the Department's Contract Manager. Only the personnel approved by the Department are to be assigned to perform work under this Contract. Such approval shall not be unreasonably withheld.

14. Supervision and Quality

- A. The Vendor shall supervise and direct the work completely and efficiently. He/she shall apply such skills and experience as may be necessary to perform the work in accordance

with the contract documents. The Vendor shall be solely responsible for the means, methods, techniques and sequences of work.

B. Work Schedule

The Vendor shall perform all work, unless otherwise approved by the Contract Manager, strictly between the hours of 8:00 AM and 5:00 PM local time, Monday through Friday, excluding State holidays. Some night work may be required as directed by the Contract Manager.

Any changes or deviations from the schedule or other relevant problems or situations pertaining to the schedule shall be immediately brought to the attention of the Contract Manager.

C. Sign-in and Sign-out

Upon arrival to the toll plaza, the Vendor's employees report with the Department's Toll Plaza Supervisor on duty and sign-in, completing all information in the toll plaza visitor log. All employees of the Vendor shall sign-out after completion of work. The Vendor's employee shall sign-in and sign-out for lunch breaks or when they leave the premises.

D. Work Status

During the performance of the painting and waterproofing services or other related work, the Vendor shall keep the Contract Manager informed on a daily basis of the status of the work.

Upon completion of any assigned work, the Vendor will notify the Contract Manager and certify that the work has been completed.

E. Notification of Damages and Damage Repair

The Vendor shall report to the Contract Manager of any damages to facilities as a result of the Vendor's operations. The notification shall be completed during the next business day and include, at a minimum, the type of damage, location, nature of the incident, time of date of occurrence and injury, if any. The Vendor shall repair all damage within twenty-four (24) hours of the incident or at a time approved by the Contract Manager and at no additional cost to the Department.

F. Cleanup and Disposal of Unsuitable Materials

Unless otherwise directed by the Contract Manager, any surplus/damaged parts or materials shall become the property of the Vendor and shall be disposed of properly. The Vendor shall be responsible for all disposal fees.

G. Liquidated Damages

It is essential for the Vendor to comply with all specifications and conditions under this Contract. Should the successful Vendor fail to comply with contract requirements, the Vendor shall be liable to the Department for liquidated damages for each day of non-compliance, at the sum of one hundred twenty-five dollars (\$125.00) per day.

Unforeseen conditions beyond the control of the Vendor which delay compliance will be taken into consideration at the discretion of the Contract Manager. The parties agree that

the actual damages sustained by the Department would be difficult or impossible to measure if the Vendor fails to timely respond to a Work Document/Authorization or an emergency.

H. Subletting or Assignment Work

The Vendor shall not sublet, assign or transfer any work under this Contract without written consent by the Department. After written consent by the Department the Vendor will be permitted to sublet a portion of the work but shall perform with its own organization, work amounting to not less than fifty-one (51%) of the total contract amount. All sub-vendors are required to be qualified and certified in accordance with the requirements herein, and in accordance with, federal, state, and local regulations, approved by the Department. Subletting of work shall not relieve the Vendor of his respective liabilities. The Department recognizes a sub-vendor only on the capacity of an employee or agent of the Vendor.

I. Uniforms

The Vendor's employees, while at the worksite, shall wear uniforms clearly identifying the company and employee's name.

15. Safety and Worker Protection

A. The Vendor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work. The Vendor shall take all necessary precautions for the safety of the workers and the public, and shall provide the necessary protection to prevent damage, injury, or loss to:

1. All employees on the worksite and other persons who may be affected thereby.
2. All work and all materials or equipment to be incorporated therein, whether in storage on or offsite.
3. Other property at the site and/or adjacent thereto, including trees, lawns, walkways, pavements, roadways, structures, and utilities.
4. The Vendor shall assume full liability for compliance with all federal, state, and local regulations pertaining to the protection of workers and persons occupying adjacent Turnpike property.
5. The safety or protection of person(s), or work, or property at the site or adjacent thereto, the Vendor, without special instruction or authorization from the Contract Manager, is obligated to act to prevent threatened damages, injury or loss. The Vendor shall immediately report such incidents to the Contract Manager.
6. The Vendor's employees shall always wear safety glasses and vests with reflective stripes when working exposed to vehicular traffic or areas accessible by the public. Hard hats are to be used in areas of overhead hazards.
7. The Vendor's vehicles and equipment shall have the company name, the company logo and the current company contact information clearly shown. The Vendor shall use amber strobe lights mounted on top of all vehicles/equipment. These lights shall be used only when required in the course of the work and shall not be used when traveling to and from the jobsite.

B. Lock-out – Tag-out

The Vendor shall comply with the procedures contained in this Contract, the standards listed hereunder and all other Safe Operating Procedures where applicable as set forth by federal, state and local ordinances, whichever are the most strict.

The Vendor shall comply with the requirements outlined in OSHA Rule 29 CFR 1910.147. The strict compliance with the requirements of “lock-out – tag-out” are to prevent possible employee injury that may result from unexpected energizing or start-up of equipment while conducting maintenance or repair work.

C. Maintenance of Traffic (MOT)

The Vendor shall comply with the following regulations, specifications and standards to accommodate traffic in a safe and efficient manner and for adequate protection of the work force and the motoring public:

1. All traffic regulations pertaining to Part VI of the Manual on Uniform Traffic Control Devices (MUTCD) <http://mutcd.fhwa.dot.gov/>
2. 2010 FDOT Design Standards Index 600 (General Information for Traffic Control Through Work Zones) <http://www.dot.state.fl.us/rddesign/DesignStandards/Standards.shtm>
3. 2010 FDOT Design Standards Index 667 (Toll Plaza Traffic Control Standards). <http://www.dot.state.fl.us/rddesign/DesignStandards/Standards.shtm>
4. 2010 FDOT Standard Specifications for Road and Bridge Construction, Section 102 (Maintenance of Traffic).
5. Florida’s Turnpike Enterprise, Portable Changeable Message Sign Guidelines (PCMS). See Attachment “B”.

D. Short Term Lane Closures at Toll Plazas

No work shall be conducted by the Vendor in any toll plaza traffic lane until temporary closure of the lane is completed by the Vendor and approved by the Toll Plaza Manager or designee. The Vendor shall be responsible for the safety of its employees by ensuring that proper temporary lane closure is complete prior to the start of work within toll plaza traffic lanes. All temporary lane closures required to complete maintenance or repair work by the Vendor shall be completed by the Vendor in strict compliance with the Lane Closure Procedure attached hereto and made a part of this Contract (see Attachment “C”). It shall be the sole responsibility of the Vendor to furnish, set-up and remove upon completion of the work, the required traffic control devices.

E. Traffic Control Officer

When necessary, the Vendor shall be responsible for the scheduling and payment of all off-duty law enforcement required for the traffic control operations. Florida Highway Patrol, Troop K, troopers should be contacted first, should an adequate number of Troop "K" troopers be unavailable to implement this Traffic control operation, the vendor may schedule additional law enforcement from the other FHP troops, the County Sheriffs Office, or from the local municipalities. Payment for all traffic control devices and payment for Traffic Control Officers shall be paid for payment under pay items listed under Exhibit "C" Bid Blank on as needed basis.

F. U-Turns

No U-turns are permitted at median openings, maintenance gates, or such other opening that are intended for the use of emergency vehicles. U-Turns shall only be permitted at service plazas or at the next available exit.

16. The Department's Responsibilities

A. Administration of Contract

1. All work under this Contract will be under the administration of the Florida Department of Transportation.

2. Project Manager

The Department has assigned Mr. John McAllister, Facilities Maintenance Manager, as Project Manager to administer the terms and conditions of the contract. Mr. McAllister's office is located in Turnpike Operations Center at the following address:

Delivery Address

Milepost 263 on Florida's Turnpike
Turkey Lake Service Plaza, Bldg 5317
Ocoee, FL 34761
Phone: (407) 264-3310
Fax: (407) 264-3350

Mailing Address

Florida's Turnpike Enterprise
Post Office Box 613069
Ocoee, FL 34761

3. Contract Manager

The Department's Contract Manager is Mr. Bernie Rodriguez. Mr. Rodriguez will be responsible for the day-to-day work assignments and inspections. All work shall be coordinated through the assigned Contract Manager. Mr. Rodriguez is available at (407) 264-3345.

If any changes are made to the above information during the term of the contract, the Department will notify the Vendor.

B. Pre-work Conference

The Project Manager or the Contract Manager will conduct a pre-work conference with the Vendor prior to the start date of the contract to review the scope of work and other requirements of the contract.

C. Periodic Inspection

1. Work shall be subject to periodic inspections by the Department. The Contract Manager shall have the right to inspect and reject all work and materials, which do not meet with the requirements of the contract. Such rejected work shall be corrected at the Vendor's expense. If the Contract Manager fails to reject defective work or materials, whether from lack of discovery of such defect or for any other reason, such initial failure to reject shall in no way prevent later rejection when such defect is discovered. The Vendor shall make no claim for losses suffered due to any necessary removal or repair of such defects.
2. The Department shall conduct an evaluation of the Vendor's performance at the end of this Contract and any subsequent renewal(s) of this Contract. The "Vendor Field Performance Report" shall be used for this purpose. The Vendor shall have any opportunity to review the report and make comments. The Vendor shall be required to sign the report acknowledging receipt of the performance evaluation.

17. Duration of Contract

Work shall commence upon the start date identified in the written Notice to Proceed from the Project Manager and shall be for one (1) year from the date of notification. This Contract may be renewed for up to three (3) additional years. Renewals shall be contingent upon satisfactory performance evaluation by the Department and subject to the availability of funds. Any renewals or extension shall be in writing and executed by both parties, and shall be subject to the same terms and conditions set forth in this Contract.



ATTACHMENTS

ITB-DOT-11/12-8004-KB

PAINTING AND WATER RESISTANT COATINGS

FOR

**FLORIDA'S TURNPIKE (S.R. 91), MILEPOST 172.0 TO MILEPOST 309.0 SEMINOLE EXPRESSWAY (S.R. 417),
MILEPOST 37.7 TO MILEPOST 55.0 SOUTHERN CONNECTOR (S.R. 417), MILEPOST 0.0 TO MILEPOST 6.5**

VETERAN'S EXPRESSWAY (SR0589), MILEPOST 0.0 TO MILEPOST 14.0

SUNCOAST PARKWAY (SR0589), MILEPOST 14.0 TO MILEPOST 54.5

POLK PARKWAY (SR0570), MILEPOST 0.0 TO MILEPOST 24.5

BEACHLINE EXPRESSWAY (S.R. 528), MILEPOST 0.0 TO MILEPOST 8.4

DANIEL WEBSTER WESTERN BELTWAY (S.R. 429), MILEPOST 0.0 TO MILEPOST 11.0

ESTIMATED QUANTITIES CONTRACT

FPIN: 192677-1-7B-01

ATTACHMENT "A"

SR #	MP #	Bldg. #	FLORIDA'S TURNPIKE ENTERPRISE
Florida's Turnpike Mainline			
91	173.0	4202	Site X Communications Building
91	184.0		Fort Drum Service Area
91	193.0	5468	Yeehaw Junction Administration Building
91	193.0	5906	Yeehaw Junction Maintenance Yard/FHP Building
91	193.0	5252	Yeehaw Junction Communications Building
91	207.0	5059	Kenansville Communications Building
91	229.0		Canoe Creek Service Area
91	236.0	5462	Three Lakes Mainline Administration Building
91	240.0	5619	Kissimmee Park Road Southbound Off Sunpass Only Ramp
91	240.0	5620	Kissimmee Park Road Northbound On Sunpass Only Ramp
91	244.0	5451	Kissimmee/St. Cloud Administration Building
91	249.0	5460	Osceola Pkwy Administration Building Southbound On Ramp
91	249.0	5461	Osceola Parkway Northbound On Ramp
91	254.0	5455	Orlando South Administration Building
91	254.0	5260	Orlando South Maintenance Yard/Old FHP
91	254.0	5907	Orlando South Maintenance Yard/Tolls/FHP/Communications Building
91	255.0	5960	Consulate Drive Southbound Off Sunpass Only Ramp
91	259.0	5458	I-4 Administration Building Northbound On Ramp
91	259.0	5457	I-4 Southbound Off Ramp
91	263.0		Turkey Lake Service Area
91	263.0		Turkey Lake Headquarters
91	263.0	5264	Orlando Regional Toll Office
91	267.0	5267	Orlando West/Ocoee Communications Building
91	272.0	5634	SR 50 Administration Building Northbound Off Ramp
91	272.0	5635	SR 50 Generator Building - Northbound Off Ramp
91	272.0	5398	SR 50 Southbound On Ramp
91	285.0	5452	Leesburg/U.S. 27 Administration Building
91	285.0	5908	Leesburg/U.S. 27 Maintenance Yard
91	285.0	5269	Leesburg Communications Building
91	288.0	5453	Leesburg Mainline Administration Building
91	289.0	5456	Leesburg Southbound Off Ramp "K"
91	289.0	5454	Leesburg Northbound On Ramp "M"
91	299.0		Okahumpka Service Area
91	304.0	5276	Wildwood Communications Building
Beachline Expressway			
528	0.3		Beachline HUB Building
528	6.0	5459	Beachline Mainline Administration Building
528	6.0	5459	Beachline Mainline Gantry Building
528	8.4		Jetport HUB Building
Seminole Expressway			
417	37.6		Aloma HUB Building
417	38.0	5465	Aloma Avenue Northbound Off Ramp "A"
417	38.0	5464	Aloma Avenue Southbound On Ramp "B"
417	41.0	5440	Red Bug Lake Road Southbound On Ramp "E"
417	41.0	5441	Red Bug Lake Road Northbound Off Ramp "D"
417	41.0	5442	Red Bug Lake Road Southbound On Ramp "A"
417	44.0	5439	SR 434 Southbound On Ramp "D"
417	44.0	5438	SR 434 Northbound Off Ramp "C"
417	47.6		Lake Jesup HUB Building
417	48.0	5443	Lake Jesup Mainline Administration Building
417	48.0	5646	Lake Jesup Northbound Gantry Building

ATTACHMENT "A"

SR #	MP #	Bldg. #	FLORIDA'S TURNPIKE ENTERPRISE
417	48.0	5645	Lake Jesup Southbound Gantry Building
417	49.0	5516	Lake Mary Blvd. Northbound On Ramp "D"
417	49.0	5512	Lake Mary Blvd. Southbound Off Ramp "C"
417	50.0	5513	HWY 17/92 Northbound On Ramp "C"
417	50.0	5515	HWY 17/92 Southbound Off Ramp "A"
417	52.0	5514	CR 46A Northbound On Ramp "D"
417	52.0	5517	CR 46A Administration Building Southbound Off Ramp
417	52.0	5517	CR 46A Southbound Off Ramp Generator Building
417	55.0		Rinehart Road HUB Building
Southern Connector			
417	1.0	5469	Celebration Mainline Administration Building
417	1.0		Celebration Mainline HUB Building
417	2.0	5466	Celebration Boulevard, Ramp "E" Plaza (East)
417	2.0	5467	Celebration Boulevard, Ramp "F" Plaza (West)
417	3.0	5471	Osceola Parkway, Ramp "J" Plaza (West)
417	3.0	5470	Osceola Parkway, Ramp "I" Plaza (East)
417	6.2		International Drive HUB Building (Entry Ramp)
Western Beltway			
429	1.0	5618	Sinclair Road Northbound Off Ramp
429	1.0	5617	Sinclair Road Southbound On Ramp
429	6.0	5612	US 192 Northbound Off Ramp
429	6.0	5611	US 192 Southbound On Ramp
429	7.0		Western Beltway Mainline HUB Building
429	7.0	5602	Western Beltway Mainline Administration Building
429	7.0	5602	Western Beltway Mainline Generator Building
429	7.0	5614	Western Beltway Southbound Gantry Building
429	7.0	5613	Western Beltway Northbound Gantry Building
429	11.0		Seidel Road HUB Building (1/2 mile south of plaza)
429	11.0	5603	Seidel Road Northbound Off Ramp
429	11.0	5604	Seidel Road Southbound On Ramp
Polk Parkway			
570	3.0	1337	Airport Road Westbound On Ramp
570	3.0	1343	Airport Road Eastbound Off Ramp
570	4.0	1344	Waring Road Westbound On Ramp
570	4.0	1346	Waring Road Eastbound Off Ramp
570	5.0	1347	Harden Boulevard Westbound On Ramp
570	5.0	1351	Harden Boulevard Eastbound Off Ramp
570	7.0	1352	South Florida Avenue Westbound On Ramp
570	7.0	1353	South Florida Avenue Eastbound Off Ramp
570	8.0	1336	Western Mainline Administration Building
570	8.0	1391	Western Mainline Generator Building
570	8.0		Western Mainline HUB Building
570	9.0	1472	Lakeland Highlands Westbound Off Ramp
570	9.0	1475	Lakeland Highlands Road Eastbound On Ramp
570	10.0	1476	Polk Parkway Administration Building (3001 Waterfield Circle, Lakeland FL, 33803)
570	13.0	1390	Central Mainline Administration Building
570	13.0	1356	Central Mainline Generator Building
570	14.0	1355	SR 540 Eastbound On Ramp
570	14.0	1354	SR 540 Westbound Off Ramp
570	18.0	1944	CR 546/Old Dixie Highway Eastbound Off Ramp
570	18.0	1943	CR 546/Old Dixie Highway Westbound On Ramp

ATTACHMENT "A"

SR #	MP #	Bldg. #	FLORIDA'S TURNPIKE ENTERPRISE
570	21.0	1945	Eastern Mainline Administration Building
570	21.0	1945	Eastern Mainline Generator Building
570	21.0	1945	Eastern Mainline Toll Technician Building
570	23.0		Pace Road Eastbound
570	23.0		Pace Road Westbound
Veteran's Expressway			
589	4.0	7392	Hillsborough Northbound Ramp "A"
589	4.0	7393	Hillsborough Southbound Ramp "B"
589	6.0	7394	Waters Avenue Northbound Ramp "A"
589	6.0	7395	Waters Avenue Southbound Ramp "B"
589	7.0	7908	Anderson Road Mainline Administration Building
589	8.0	7397	Wilsky East Ramp "A" (Southbound)
589	8.0	7396	Wilsky West Ramp "B" (Northbound)
589	9.0	7399	Gunn Road Southbound Ramp "C"
589	9.0	7398	Gunn Road Northbound Ramp "F"
589	11.0	7909	Sugarwood Mainline Administration Building
589	11.0		Sugarwood Mainline HUB Building
589	12.0	7907	Hutchinson Southbound Ramp "D"
589	12.0	7906	Hutchinson Northbound Ramp "D"
Suncoast Parkway			
589	14.0	7144	Van Dyke Northbound
589	14.0	7138	Van Dyke Southbound
589	19.0	7137	SR 54 Northbound
589	19.0	7136	SR 54 Southbound
589	24.0	7143	Anclote Mainline Administration Building
589	24.0	7243	Anclote Mainline Generator Building
589	24.0		Anclote Mainline HUB Building
589	24.0	7142	Suncoast Administration Building
589	37.0	7145	County Line Road Northbound
589	37.0	7135	County Line Road Southbound
589	37.0		County Line Road HUB Building
589	38.0	7141	Spring Hill Mainline Administration Building
589	38.0	7141	Spring Hill Mainline Generator Building
589	46.0	7140	SR 50 Cortez Blvd. Northbound
589	46.0	7139	SR 50 Cortez Blvd. Southbound
589	54.0	7146	Oak Hammock Mainline Administration Building
589	54.0	7147	Oak Hammock Mainline Generator Building
589	54.0		Oak Hammock Mainline HUB Building

Attachment "B"

PORTABLE CHANGEABLE MESSAGE SIGN GUIDELINES



May 6, 2011

Highway Operations

This guideline provides specific uses of Portable Changeable Message Signs (PCMS) and Dynamic Message Signs (DMS) used on the Turnpike system. Messages displayed shall convey pertinent information which assists motorist in making good driving decisions. The messages shall be in a standard, non confusing format that allows drivers to both perceive and react in a timely fashion. Placement, alignment, and positive protection will be covered to ensure the signs do not present a hazard and visibility is maximized. Our goal is to communicate messages that are clear, reliable and convey pertinent information that informs our customers of the traffic movements through work zones and to help reduce their travel time.

The guidelines were developed using the MUTCD, FDOT Standard Index, FDOT Standard Specifications, FDOT Plans Preparation Manual, and the Turnpike Plans Preparation and Practices Handbook.

1. PORTABLE CHANGEABLE MESSAGE SIGNS

1.1 SIGHT DISTANCE

The signs should be visible from a half mile under ideal day and night conditions. Each sign message should be legible from all lanes, at a distance of 900 feet. In the field, the PCMS should be sited and aligned to optimize visibility.

1.2 HORIZONTAL & VERTICAL ALIGNMENT

PCMS's should not be placed in sags or just beyond crests. PCMS's should only be placed in horizontal curves where sight distance can be maintained. The signs, if facing either east or west, shall be checked at sunrise and sunset to ensure that their reflection of the sun does not blind motorists.

1.3 DELINEATION AND POSITIVE PROTECTION

Where possible, PCMS should be placed behind existing rigid or semi-rigid protection (barrier or guardrail), to help avoid potential injury to errant motorists, while simultaneously aiding in the protection of the device. When PCMS are required for extended periods of time in locations where no protection exists, temporary guardrail or barrier should be considered.

Where positive protection is not feasible, PCMS's should be delineated with Type I barricades. If a PCMS is placed on a 10' shoulder, a shoulder closure should be installed. If a PCMS is placed adjacent to a 4' shoulder, it should be delineated with a minimum of three Types I barricades. If possible, PCMS should not be placed closer than 6' or farther than 20' from the edge of the travel way. A sign placed closer than 6' from the edge of the travel way becomes an obstruction which causes a reduction in traffic flow. A sign placed farther than 20' from the edge of the travel way may become unreadable for motorists.

1.4 PLACEMENT

Placement in advance of the temporary traffic control zone or incidents should, as much as possible, take into account the following factors:

- Prior to placement the CEI or Project Manager (see Section 3.1) and certified Worksite Traffic Supervisor shall review all PCMS locations prior to placement to ensure they meet or exceed these guidelines. Any major unforeseen complication shall be brought to the attention of the Designer of Record and corrected prior to the start of work activities. In the case of non-Construction activities, the placement shall require review by the Project Manager or Traffic Control Designer of Record for the work activity.
- For Maintenance and Incident Management use, the Contract Manager and the MOT supplier's certified Worksite Traffic Supervisor shall review all PCMS locations prior to placement to ensure they meet or exceed these guidelines.
- PCMS should be placed 500' to 800' in advance of work zone conflicts or 0.5 to 2 miles in advance of complex traffic control schemes which require new and / or unusual traffic maneuvers.
- PCMS will typically be placed in advance of any other temporary signing and **should not replace or duplicate any required warning or guide signing.**
- Where used to detour traffic, PCMS should be placed far enough in advance of the intersection or interchange to allow traffic ample opportunity to exit the affected highway. PCMS should not be placed within an interchange since motorists' attention is on the merging and weaving traffic.
- Visual clutter should be avoided when placing PCMS. On the mainline roadways, 800' minimum spacing should be kept from all other signs in order for the message to be read and comprehended. Under no circumstance should a Regulatory, Warning, or Major Guide sign be blocked by a PCMS.
- PCMS should be placed in advance of predicted queues (backups).
- PCMS should be placed in locations accessible by maintenance vehicles.
- PCMS are normally placed on the right shoulder of the roadway.
- When two signs are needed to communicate multiple messages, they should be placed on the same side of the roadway, separated by at least 1000 feet on the Turnpike system and Interstates. On other highways, they should be separated by at least 500 feet.
- The sign shall be installed such that it has a 7' minimum vertical clearance to reduce glare, enhance sight distance and increase visibility.
- The sign should be turned three degrees away from perpendicular to the travelway to reduce glare.

- The sign should be leveled with the use of the leveling jacks which support most of the weight of the sign. When leveling a sign on wet or soggy ground, use 2"x2'x2' blocks (or equivalent approved by the Engineer) to balance the sign.
- Visibility of the message shall be maintained daytime and nighttime. The luminance of the PCMS shall meet industry criteria for daytime and nighttime conditions, as appropriate. Per section 2L.04 in MUTCD.
- PCMS shall be moved outside the clear zone or be shielded by a barrier or crash cushion when not in use.

1.5 MESSAGE FORMAT

- Messages must be simple, with a minimum number of words and lines.
- PCMS's shall have no more than **two displays (phases)** of no more than three lines each with 8 characters per line. If more than two displays (phases) are needed to convey complex messages, then two separate PCMS's (properly spaced) shall be used and spaced per above guidelines.
- Each phase should be displayed for a minimum of 2 seconds and both phases shall be no more than 8 seconds.
- Each phase of the PCMS message should attempt to convey an independent and complete informational idea, warning or action to the driver. For example, "FOLLOW DETOUR" should not be separated into two phases.
- Use abbreviations only when necessary to convey a complete message. A list of acceptable and unacceptable abbreviations can be found in the attachments or MUTCD Tables 1A-1, 1A-2, and 1A-3.

The Temporary Traffic Control (TTC) plan should include the location and messages to be displayed. When changes are needed or for incident management needs, all PCMS orders require the use of the following attached worksheet. The original as well as additional information can be found in the PPM (Volume 1 - Chapter 10).

2. DYNAMIC MESSAGE SIGNS

2.1 WHEN TO USE

The Turnpike's permanent mainline dynamic messages signs (DMS) shall be used in conjunction with PCMS messaging, when appropriate. The Traffic Operations Engineer, or his delegate, will determine which DMS signs shall complement our work zone messaging. DMS signs shall not replace PCMS devices. The use of arterial DMS signs shall only be used when work is impacting the ramps connecting the arterial road to the Turnpike facility or in other cases where the work zone impact is significant to the motoring public.

2.2 TRAFFIC MANAGEMENT CENTER COORDINATION

It is the responsibility of the CEI or other responsible party (section 3.1) to coordinate with the Turnpike's Traffic Management Center (TMC). DMS's shall be used to assist construction signing when not being used for incident or emergency messaging. The CEI shall coordinate the message and when to start and stop displaying of the message with the TMC (TMC Pompano 954-934-1370 or TMC Turkey Lake 407-264-3363).

2.3 MESSAGE FORMAT

Messaging on the DMS structures should be consistent with the portable PCMS devices. The CEI or other responsible party shall coordinate the displayed messages with the TMC.

3. QUALITY ASSURANCE

3.1 RESPONSIBLE PARTY

The CEI for Construction activities, or the Project Manager (PM) for the responsible work group (Maintenance, Permits, Facilities, Concessions, Production, Toll Operations, other FDOT district), shall be responsible for ensuring the messages are consistent with these guidelines.

3.2 PRE-EVENT COORDINATION

The CEI or PM shall review the location of placement, the messages being displayed, use of the DMS's, and durations prior to implementation. If needed, a coordination meeting shall be held. PCMS's shall be displayed two weeks prior to the event.

Prior to the event, the PCMS's shall describe to our customers the pending event. Before the week of the event, the message should indicate the month and day(s) (MM/DD), the year is not needed unless the year is pertinent to the message. Within the week of the event, the message shall display the days of the week. Messages shall not mix the days of the week with dates (MM/DD).

3.3 DURING EVENT

The CEI or PM shall be responsible for ensuring each device is set up in the proper location with the proper message for the event.

PCMS's that are not being used for the event and will not be used after the event shall be removed from the clear zone and properly stored. PCMS's that will be used immediately after the event may be changed or turned off during the event and turned back on after the event.

3.4 POST EVENT

The project staff shall ensure devices are removed and properly stored as soon as the work is completed.

3.5 REVIEWS

The CEI or PM is responsible for inspecting the devices immediately after initial set up and after each change to the device. The CEI or PM shall periodically review devices in use for extended periods of time to ensure the devices are working properly and with the proper message. The CEI or PM shall also ensure messages stay current and changes to messaging are implemented at the appropriate time.

ATTACHMENTS

- PCMS Worksheet (1 page)
- Approved Abbreviations (1 page)
- Approved Motorist Safety Messages For PCMS's On State Highway System (2 pages)

CHANGEABLE (VARIABLE) MESSAGE SIGNS WORKSHEET

Location of board: _____

Used: from ____ - ____ - ____ at ____ : ____ am/pm

to ____ - ____ - ____ at ____ : ____ am/pm

Message programmed by: _____

MESSAGE 1

MESSAGE 2

Timing:

Message 1 will run ____ seconds.

Message 2 will run ____ seconds.

Approved Abbreviations

WORD	ABBREV.	PROMPT EXAMPLE*
ACCESS	ACCS	ROAD
AFTERNOON/EVENING	PM	
AHEAD	AHD	FOG**
ALTERNATE	ALT	
AM RADIO	AM	STATION NO.**
AVENUE	AVE	ROAD NAME*
BICYCLE	BIKE	
BLOCKED	BLKD	
BOULEVARD	BLVD	ROAD NAME**
BRIDGE	BRDG	
CANNOT	CANT	
CB RADIO	CB	
CENTER	CTR	
CHEMICAL	CHEM	SPILL
CONDITION	COND	TRAFFIC**
CONGESTION	CONG	
CONSTRUCTION	CONST	
COURT	CT	ROAD NAME**
CROSSING	X-ING	
DOWNTOWN	DWNTN	TRAFFIC
DO NOT	DON'T	
DRIVE	DR	ROAD NAME**
EAST	E	
EASTBOUND	E-BND/EB	
EMERGENCY	EMER	
ENTER	ENT	
ENTRANCE	ENT	
EXIT	EX	NEXT**
EXPRESS	EXP	LANE
EXPRESSWAY	EXPWY	
FEET	FT	
FM RADIO	FM	
FREEWAY	FRWY	
FRIDAY	FRI	
FRONTAGE	FRNTG	ROAD
HAZARDOUS	HAZ	DRIVING
HAZARDOUS MATERIAL	HAZMAT	
HIGHWAY	HWY	
HOSPITAL	HOSP	
HOUR(S)	HR,HRS	
INFORMATION	INFO	
INTERNATIONAL	INTL	
INTERSTATE	I	NUMBER
JUNCTION/INTERSECTION	JCT	
LANE	LN	
LEFT	LFT	
LOCAL	LOC	TRAFFIC
LOWER	LWR	
MAJOR	MAJ	
MAINTNANCE	MAINT	

WORD	ABBREV.	PROMPT EXAMPLE*
MAXIMUM	MAX	
MILE(S)	MI	NUMBER**
MILES PER HOUR	MPH	NUMBER**
MINIMUM	MIN	
MINOR	MNR	ACCIDENT
MINUTE(S)	MIN	
MONDAY	MON	
MORNING/LATE NIGHT	AM	
NORMAL	NORM	
NORTH	N	
NORTHBOUND	N-BND/NB	
OVERSIZED	OVRSZ	LOAD
PARKING	PKING	
PARKWAY	PKWY	ROAD NAME**
PAVEMENT	PVMT	WET**
PEDESTRIAN	PED	
POUNDS	LBS	
PLACE	PL	ROAD NAME**
PREPARE	PREP	TO STOP
QUALITY	QLTY	AIR**
RIGHT	RT	
ROAD	RD	ROAD NAME**
ROADWORK	RDWK	AHEAD (DISTANCE)
ROUTE	RTE	BEST**
SATURDAY	SAT	
SERVICE	SERV	
SHOULDER	SHLDR	
SLIPPERY	SLIP	
SOUTH	S	
SOUTHBOUND	S-BND/SB	
SPEED	SPD	
STREET	ST	
SUNDAY	SUN	
TELEPHONE	PHONE	
TEMPORARY	TEMP	
TERRACE	TER	ROAD NAME**
THURSDAY	THURS	
TONS OF WEIGHT	T	
TRAFFIC	TRAF	
TRAVELERS	TRVLRS	
TUESDAY	TUES	
TURNPIKE	TPK	
TWO-WAY INTERSECTION	2-WAY	
US NUMBERED ROUTE	US	
VEHICLE(S)	VEH,VEHS	STALLED**
WARNING	WARN	
WEDNESDAY	WED	
WEST	W	
WESTBOUND	W-BND/WB	
UPPER	UPR	LEVEL

* These abbreviations require another word associated with them to prevent confusion to the customer.

** Use prompt word before the abbreviation.

WORDS THAT SHOULD NOT BE ABBREVIATED

ACCIDENT	EXIT
CLOSED	LIGHT
LIGHT	STADIUM
DELAY	PARKING
DAILY	REDUCE
DETOUR	WARNING
	WRONG

The abbreviations referenced are from MUTCD Tables 1A-1, 1A-2, and 1A-3.

**APPROVED MOTORIST SAFETY MESSAGES FOR PORTABLE CHANGEABLE MESSAGE SIGNS
ON THE STATE HIGHWAY SYSTEM
Latest Revision Date: 4/28/05**

MESSAGE		MESSAGE		MESSAGE	
Phase One	Phase Two	Phase One	Phase Two	Phase One	Phase Two
BUCKLE UP	SAVE LIVES	DRINK AND DRIVE	GO TO JAIL	WARNING TROOPERS PATROL	IN PLAIN CARS
SPEEDING WRECKS YOUR DAY	SLOW DOWN	SPEED LIMIT ENFORCED	SLOW DOWN	SIGNAL BEFORE	CHANGING LANES
NO EXCUSE	BUCKLE UP	OBEY SPEED LIMIT		SLOWER TRAFFIC	KEEP RIGHT
CHECK POINT AHEAD	PREPARE TO STOP	AN ALERT DRIVER CAN	AVOID A CRASH	FOG OR RAIN	TURN ON LIGHTS
CRASH AHEAD	SLOW DOWN	HEAVY TRAFFIC	BE PATIENT	BUCKLE UP	"XXXX" COUNTY
CRASH AHEAD	ROAD CLOSED	HAVE A SAFE HOLIDAY	DRIVE SAFELY	DUI CHECK AHEAD	PREPARE TO STOP
CRASH AHEAD	PREPARE TO STOP	KEEP SAFE DISTANCE	STAY SAFE	DRIVERS LICENSE CHECK	PREPARE TO STOP
CRASH AHEAD	PREPARE TO MERGE	RADAR IN USE	ARE YOU SPEEDING	PREVENT A TRAGEDY	DON'T DRINK & DRIVE
DUI DECIDE BEFORE	YOU DRIVE	SPEEDING COSTS MONEY	SLOW DOWN	REPORT RECKLESS DRIVERS	DIAL *FHP
CHECK YOUR SPEED	WE ARE	AIRCRAFT SPEED CHECK	NEXT "XX" MILES	BUCKLE UP	JUST DO IT
BELTS WON'T WORK	UNLESS YOU USE THEM	REST AREA AHEAD	TAKE A BREAK	SPEED CHECK	NEXT "XX" MILES
REPORT IMPAIRED DRIVERS	DIAL *FHP	SEATBELT DUI CHECK	PREPARE TO STOP	NO WORK DURING HOLIDAYS	BUCKLE UP
NO WORK DURING HOLIDAYS	DON'T DRINK & DRIVE	NO WORK DURING HOLIDAYS	OBEY SPEED LIMIT	CLICK IT	OR TICKET

**APPROVED MOTORIST SAFETY MESSAGES FOR PORTABLE CHANGEABLE MESSAGE SIGNS
ON THE STATE HIGHWAY SYSTEM**
Latest Revision Date: 4/28/05

(Page 2)

MESSAGE

Phase One

Phase Two

PATROL IN PROGRESS	BUCKLE UP FLORIDA
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MESSAGE

Phase One

Phase Two

BUCKLE UP	IN YOUR TRUCK
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MESSAGE

Phase One

Phase Two

The approved messages are from FDOT's State Traffic Operations Office.

ATTACHMENT "C"

Non-Open Road Tolling (ORT) Short Term Lane Closure Procedure

Effective immediately, this is the procedure for the implementation of a short term lane closures at Toll Plazas in non-ORT lanes. A short duration lane closure is defined as from zero to three hours in length. The lane closure shall be in accordance with the 2010 FDOT Standard Index Section 667 Toll Plaza Traffic Control Standards, Sheet 6 of 6. A lane closure that takes longer than the three hours allowable maximum time limit shall have a separate lane closure Traffic Control Plan (TCP) written for it taking into account traffic patterns through the plaza.

Lane Closure Pre-implementation

1. Lane Closures for individual lanes shall not be conducted at a plaza during peak traffic hours. Peak Traffic hours by lane can be identified by using the **Enterprise One Financial Services Monthly Reports** on the Florida's Turnpike Enterprise Intranet and querying the latest **"SunPass and Cash Traffic by Lane Number"** report. Use the latest month report and lane statistics to determine peak and off peak traffic.
2. The Plaza Manager, in accordance with the 2010 FDOT Standard Index Section 667 Toll Plaza Traffic Control Standards, Sheet 6 of 6, Note 5, shall be notified of the closure forty eight (48) hours in advance except in the case of an emergency. In the event of an emergency repair, the requestor of the lane closure shall make contact with the plaza manager immediately upon the determination that a lane closure is required.
3. SunWatch shall be notified at the same time the Plaza Manager is notified.

Lane Closure Requirements

1. All Lane Closures shall be in accordance with all requirements of the 2010 FDOT Standard Index, Section 667 Toll Plaza Traffic Control Standards, Sheet 6 of 6
2. The Plaza Staff will close the lane in accordance with Tolls Operations procedures prior to the implementation of the Lane Closure. This means that the red light over the canopy will be activated and three cones placed in front of the lane. SunWatch at 407-264-3375 will be notified when the lane is closed.
3. Upon closure of the lane by Plaza staff, the vehicle that will block the lane will be placed in the lane. Note that for all aerial work a truck mounted attenuator is required to be placed in front of the aerial lift. The vehicle shall be parked at an angle with the amber lights and flashers

activated. The vehicle shall be parked with the wheels turned toward a lane without a booth or an unoccupied booth. Additional cones shall be placed in front of the work zone as identified on Sheet 6 of 6.

4. Personnel working in the lane shall follow all 2010 FDOT safety procedures for working in a traffic lane as outlined in the FDOT Loss Prevention Manual 500-00-015 and other applicable Turnpike Enterprise or other agency procedures.
5. Upon completion of the work, the vehicles shall be removed from the lane. The additional cones will be removed and the three lane cones placed by the plaza personnel when the lane was closed will be in their original location across the lane. Notify the plaza staff when the lane is ready to be opened.
6. Approval must be obtained in advance from the appropriate Regional Toll Manager that requires the closure of a dedicated SunPass lane. This will be accomplished by contacting SunWatch at 407-264-3375 who will perform the coordination with the Regional Toll Manager.

Open Road Tolling (ORT) Lane Closure Procedure

Effective immediately, this is the procedure for the implementation of lane closures in ORT lanes.

Closing an open road tolling lane shall only be done at night between the hours of 9:00 PM and 6:00 AM. These closure times may vary to closing later in the evening and opening earlier in the morning depending on traffic patterns for that site. At no time will they close earlier than 9:00 PM or open later than 6:00 AM.

If the ORT lanes are at a barrier plaza that spans across the entire turnpike there are two options open for the closure:

1. If the plaza still has manual cash lanes adjacent to the ORT lanes that are open and operational at the plaza, traffic can be detoured through the plaza and the manual cash lanes in accordance with 2010 FDOT Standard Index, Section 667 Toll Plaza Traffic Control Standards.
2. If the plaza does not have manual cash lanes adjacent to the ORT lanes to divert traffic through, the closure will only close those lanes required for the work. At no time will all lanes be closed at the same time. The lane closure shall be in accordance with the appropriate 2010 FDOT Standard Index, Section 667 Toll Plaza Traffic Control Standards, or other sections in the Standard Index 600 for a single or multi-lane closure.

If the ORT lanes are at a ramp, the lanes shall not be totally closed. The ramp closure shall be only for the lanes being worked and at least one lane shall remain open for the duration of the closure. If a

shoulder of the ramp is covered by tolling equipment, the shoulder can be used as the open lane upon approval from Tolls. Lane closure shall be in accordance with the appropriate 2010 FDOT Standard Index, Section 667 Toll Plaza Traffic Control Standards, or other sections in the Standard Index 600 for a single or multi-lane lane closure.

Lane Closure Pre-implementation

1. Approval must be obtained in advance from the appropriate Regional Toll Manager that requires the closure of an ORT lane. This will be accomplished by contacting SunWatch at 407-264-3375 who will perform the coordination with the Regional Toll Manager (and the Plaza Manager if it is a manned plaza with ORT Lanes).
2. SunWatch shall be notified of the closure of an ORT lane closure seven (7) days in advance except in the case of an emergency. In the event of an emergency repair, the requestor of the lane closure shall make contact with SunWatch immediately upon the determination that a lane closure is required.
3. An ORT Lane Closure Request shall be made through Project Solve seven (7) days in advance except in the case of an emergency. In the event of an emergency repair, the requestor of the lane closure shall make contact with SunWatch, Traffic Operations, and the plaza manager (if applicable), immediately upon the determination that a lane closure is required.

Lane Closure Requirements

1. All Lane Closures shall be in accordance with all requirements of the 2010 FDOT Standard Index Section 667 Toll Plaza Traffic Control Standards or other standards in Section 600 that may apply for a single or multi-lane lane closure.
2. Personnel shall not enter the lanes until after the MOT has been fully placed.
3. Personnel working in the lane shall follow all FDOT safety procedures for working in a traffic lane as outlined in the FDOT Loss Prevention Manual 500-00-015 and other applicable Turnpike Enterprise or other agency procedures.
4. Prior to opening the lane to traffic, all equipment and personnel will be removed from the lane closure area. The area shall be inspected prior to opening the lanes to make sure all debris is removed. SunWatch will be notified at 407-264-3375 when the lane is opened to traffic.

ATTACHMENT "D"

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
CERTIFICATE OF CONTRACT COMPLETION

Contract Number _____

FPI Nos. 19267717B01

Project Description _____

Contractor _____

Contract For: Painting and Water Resistant Coatings

Contract Date _____ **Total Amount \$** _____

CONTRACTOR'S AFFIDAVIT

I solemnly swear and affirm: That the work under the above named contract and all amendments and supplements thereto have been completed in accordance with the requirements of said contract; that all costs incurred for equipment, materials, labor, and services against the project have been paid; that no liens have been attached against the project; that no suits are pending by reason of work on the project under the contract; that all Worker's Compensation claims are covered by Worker's Compensation insurance as required by law; that all public liability claims are adequately covered by insurance, and that the Owner shall save, protect, defend, indemnify, and hold the Department harmless from and against any and all claims which arise as a direct or indirect result of any transaction, event or occurrence related to performance of the work contemplated under said contract.

(Signature), Owner, President or other Designated Officer (Corp. Resolution)

(Title)

(Corporate Seal)

STATE OF _____

COUNTY OF _____

The foregoing affidavit was acknowledged before me this _____ day of _____, 20__

by _____, on behalf of the Vendor. He/She is personally known to me or has
(Print / Type Name of Person Signing Above)

produced _____, as identification.
(Type of Identification)

Notary Public: _____
(Signature)

(Notary Stamp)

Type/Print Name: _____

* If person signing for the Business is someone other than the Owner, Vice President or President, a copy of the Corporate Resolution granting signature authorization must be furnished in the bid package.

CERTIFICATION MUST BE ATTACHED TO THE FINAL INVOICE

ATTACHMENT "E"
CERTIFICATION
DISBURSEMENT OF PREVIOUS PAYMENTS

Date: _____, 20__

Contract No.: _____

Financial Project No. 19267717B01

Contract For: Painting and Water Resistant Coatings

To release payment for all work performed in the Month of, _____ 20__

(State)

(Zip)

As prime contractor for the above referenced contract, hereby certifies that all subcontractors, laborers, and material suppliers having an interest in this contract have received their pro rata share of all previous payments made by the Department for all work completed and materials and equipment furnished in the previous period.

(Name of Business)

(Signature) Owner, President, or Designated Officer (Corp. Resolution)*

(Address)

(Print/Type Name)

(City)

(Title)

*If person signing for the Business is someone other than the Owner, or President, a copy of the Corporate Resolution granting signature authorization must be attached to form.

CERTIFICATION MUST BE ATTACHED TO INVOICE



EXHIBIT "B"

METHOD OF COMPENSATION

ITB-DOT-11/12-8004-KB

PAINTING AND WATER RESISTANT COATINGS

FOR

**FLORIDA'S TURNPIKE (S.R. 91), MILEPOST 172.0 TO MILEPOST 309.0 SEMINOLE EXPRESSWAY (S.R. 417),
MILEPOST 37.7 TO MILEPOST 55.0 SOUTHERN CONNECTOR (S.R. 417), MILEPOST 0.0 TO MILEPOST 6.5
VETERAN'S EXPRESSWAY (SR589), MILEPOST 0.0 TO MILEPOST 14.0
SUNCOAST PARKWAY (SR589), MILEPOST 14.0 TO MILEPOST 54.5
POLK PARKWAY (SR 570), MILEPOST 0.0 TO MILEPOST 24.5
BEACHLINE EXPRESSWAY (S.R. 528), MILEPOST 0.0 TO MILEPOST 8.4
DANIEL WEBSTER WESTERN BELTWAY (S.R. 429), MILEPOST 0.0 TO MILEPOST 11.0**

ESTIMATED QUANTITIES CONTRACT

FPIN: 192677-1-7B-01

EXHIBIT "B"
METHOD OF COMPENSATION
PAINTING AND WATER RESISTANT COATINGS
FLORIDA'S TURNPIKE (SR 91), MILEPOST 172.0 TO MILEPOST 309.0
BEACHLINE EXPRESSWAY (SR 528), MILEPOST 0.0 TO MILEPOST 8.4
SEMINOLE EXPRESSWAY (SR 417), MILEPOST 37.7 TO MILEPOST 55.0
SOUTHERN CONNECTOR (SR 417), MILEPOST 0.0 TO MILEPOST 6.5
VETERAN'S EXPRESSWAY (SR 589), MILEPOST 0.0 TO MILEPOST 14.0
SUNCOAST PARKWAY (SR 589), MILEPOST 14.0 TO MILEPOST 54.5
POLK PARKWAY (SR 570), MILEPOST 0.0 TO MILEPOST 24.5
WESTERN BELTWAY (SR 429), MILEPOST 0.0 TO MILEPOST 11.0

1. General

The Vendor shall accept the compensation as provided in this contract as full payment for furnishing all labor, materials, equipment and small tools for performing all work under this contract, and for all other costs including, but not limited to, tolls, maintenance of traffic, dump fees, fuel, permits, transportation and any documentation required in this contract. All work specified herein, or implied in any way in the specifications, shall be done regardless of whether or not the work is specifically defined in any bid item. Vendor shall provide tools typically employed within the painting and coating industry to apply required painting and coating systems to perform their work.

1.1 Definitions and Terms

For the purpose of this contract, whenever the following terms appear, their intent, and meaning shall, unless specifically stated otherwise, be interpreted as shown herebelow:

Regular Hourly Rate: The contract hourly rate for hours between 8:00 AM and 5:00 PM, Monday through Friday, excluding State holidays (as designated in Section 110.117, Florida Statutes).

Overtime Hourly Rate: The contract hourly rate for hours before 8:00 AM or after 5:00 PM or all day Saturday, Sunday and/or State holidays (as designated in Section 110.117, Florida Statutes).

The contract is governed by budgetary restrictions. The annual reimbursement to the Vendor will be based on the unit price of the actual amount of work authorized for completion and approved by the Contract Manager. Final reimbursement shall not exceed the amount set forth in Exhibit "C", Bid Blank, but may be less than the contract amount since all quantities are estimated and no quantities are guaranteed.

It shall be the responsibility of the Vendor to always ensure that sufficient funding remains within the maximum limiting amount established for the subject contract to complete authorized services. Any changes in the maximum limiting amount shall require execution of a Supplemental Agreement as specified in Section 1.B of the Standard Written Agreement. The Vendor shall not be obligated to perform services or incur costs that would result in exceeding the contract dollar amount, nor shall the Department be obligated to reimburse the Vendor for services which result in exceeding the contract dollar amount, except to the extent said amount is increased by a Supplemental Agreement. Execution of this agreement does not guarantee

that the work will be authorized.

This is an estimated quantities contract whereby the Vendor agrees to furnish the services specified herein during the term of the contract and any renewals and extension thereto. It is further agreed that the unit price bid by the Vendor shall remain unchanged. If the actual quantities used are less or greater than the quantity pricing bid by the Vendor, the bid unit price shall remain unchanged. The Department, based on need and availability of budget, may increase or decrease the quantity of services required of the Vendor within the general description of the project.

2. Pay Item Definition (Basis of Payment)

The Department agrees to pay the Vendor for the service performed in accordance with Exhibit "A" Section 4, Scope of Work and Constraints, at an amount of compensation and methods of payment as described and detailed herein and in Exhibit "C".

A. Pay Items 1 thru 12 shall include all labor, equipment and materials with the exception of the finish paint or coatings, which is to be paid from the Materials/Commodities and Mark up Allowance Pay Items 23 and 24. All Vendor supplied equipment and materials shall include but are not be limited to: drop cloths; brushes, rollers, caulking, minor patching materials; protection of adjacent surfaces; paint trays and containers; spray equipment; tools required to remove and replace hardware, accessories, wall plates, light fixtures; water where not available on-site; safety vests, hard hats, safety harnesses and safety devices as required; temporary barriers, temporary signs, barricades and enclosures; ladders, lifts, staging and scaffolding; temporary lighting for night work; and additional ventilation devices when required to perform the work. Also included is the appropriate surface preparation, the removal and replacement of deteriorated sealant, installation of new sealant, application of the specified number of coats to be applied and clean up.

1. **Pay Item No. 1:** Perform Appropriate Surface Preparation and Apply Exterior/Interior Paint or Coating on Vertical/Horizontal Wall, Soffit, Fascia, and Ceiling Surfaces Up to 12' in Height, Per Square Foot, Regular Hourly Rate.
2. **Pay Item No. 2:** Perform Appropriate Surface Preparation and Apply Exterior/Interior Paint or Coating on Vertical/Horizontal Wall, Soffit, Fascia, and Ceiling Surfaces Up to 12' in Height, Per Square Foot, Overtime Hourly Rate.
3. **Pay Item No. 3:** Perform Appropriate Surface Preparation and Apply Exterior/Interior Paint or Coating on Vertical/Horizontal Wall, Soffit, Fascia, and Ceiling Surfaces Above 12' Height, Per Square Foot, Regular Hourly Rate.
4. **Pay Item No. 4:** Perform Appropriate Surface Preparation and Apply Exterior/Interior Paint or Coating on Vertical/Horizontal Wall, Soffit, Fascia, and Ceiling Surfaces Above 12' in Height, Per Square Foot, Overtime Hourly Rate.
5. **Pay Item No. 5:** Perform Appropriate Surface Preparation and Apply Exterior/Interior Textured Coating Applied on Vertical/Horizontal Wall, Soffit, and Fascia Surfaces Up to 12' in Height, Per Square Foot, Regular Hourly Rate.
6. **Pay Item No. 6:** Perform Appropriate Surface Preparation and Apply Exterior/Interior Textured Coating Applied on Vertical/Horizontal Wall, Soffit, and

Fascia Surfaces Up to 12' in Height, Per Square Foot, Overtime Hourly Rate.

7. **Pay Item No. 7:** Perform Appropriate Surface Preparation and Apply Exterior/Interior Textured Coating Applied on Vertical/Horizontal Wall, Soffit, Ceiling, and Fascia Surfaces Above 12' in Height, Per Square Foot, Regular Hourly Rate.
8. **Pay Item No. 8:** Perform Appropriate Surface Preparation and Apply Exterior/Interior Textured Coating Applied on Vertical/Horizontal Wall, Soffit, Ceiling, and Fascia Surfaces Above 12' in Height, Per Square Foot, Overtime Hourly Rate.
9. **Pay Item No. 9:** Perform Appropriate Surface Preparation and Apply Interior/Exterior Paint Doors, Frames, Windows, Trim, Coping, Louvers, Miscellaneous Metal, and Pipe Bollards, Per Square Foot, Regular Hourly Rate.
10. **Pay Item No. 10:** Perform Appropriate Surface Preparation and Apply Interior/Exterior Paint Doors, Frames, Windows, Trim, Coping, Louvers, Miscellaneous Metal, and Pipe Bollards, Per Square Foot, Overtime Hourly Rate.
11. **Pay Item No. 11:** Perform Appropriate Surface Preparation and Apply Clear Waterproofing Coating to Interior/Exterior Vertical/Horizontal, Soffit, and Fascia Concrete Masonry Unit or Brick Masonry Surfaces (That Will Not be Painted), Per Square Foot, Regular Hourly Rate.
12. **Pay Item No. 12:** Perform Appropriate Surface Preparation and Apply Clear Waterproofing Coating to Interior/Exterior Vertical/Horizontal, Soffit, and Fascia Concrete Masonry Unit or Brick Masonry Surfaces (That Will Not be Painted), Per Square Foot, Overtime Hourly Rate.

B. Maintenance of Traffic per Design Standard Index 667

Payment for this activity shall constitute full compensation for furnishing all labor, materials, expendable supplies, equipment, tools, maintenance of traffic, transporting, confined space entry, lockout/tagout, instruments and special apparatus, dump fees, reports and other items required to perform preventive maintenance on equipment located within the contract limits.

- A. Payment will be made on the basis of the contract unit prices as shown in Exhibit "C", under the following item numbers:

Pay Item No. 13 – Worksite Traffic Supervisor (Regular Hourly Rate) – The quantity to be paid for will be the actual number of hours authorized to provide, when required, an on-site Worksite Traffic Supervisor responsible for initiating temporary lane closures and monitoring the installation, maintenance, relocation and eventual removal of all traffic control devices deployed in accordance with FDOT Designs Standard Index 667.

Pay Item No. 14 – Worksite Traffic Supervisor (Overtime Hourly Rate) – The quantity to be paid for will be the actual number of hours authorized to provide, when required, an on-site Worksite Traffic Supervisor responsible

for initiating temporary lane closures and monitoring the installation, maintenance, relocation and eventual removal of all traffic control devices deployed in accordance with FDOT Designs Standard Index 667.

Pay Item Nos. 15 thru No. 20 - Various Pay Items, Per Each Per Day.

The quantity to be paid for will be for the number of devices used on any calendar day or portion thereof. Prices and payment will be full compensation for furnishing, installing, relocating, maintaining and removing the devices, including the costs associated with attached warning lights, flags, etc.

Pay Item No. 21 - Advance Warning Vehicle Equipped with Advance Warning Arrow Panel and Truck/Trailer Mounted Attenuator, Including an Operator, Regular Hourly Rate. The quantity to be paid for will be the actual number of hours authorized to provide the noted vehicle, including an operator, to comply with toll plaza lane closure requirements per FDOT Design Standards, Index No. 667.

Pay Item No. 22 - Advance Warning Vehicle Equipped with Advance Warning Arrow Panel and Truck/Trailer Mounted Attenuator, Including an Operator, Overtime Hourly Rate. The quantity to be paid for will be the actual number of hours authorized to provide the noted vehicle, including an operator, to comply with toll plaza lane closure requirements per FDOT Design Standards, Index No. 667.

- C. Pay Items 23 and 24 are an allowance for purchase, handling, storage, and inventory of supplies and for overhead, profit, and sales tax associated with these materials/commodities, and a percentage mark-up allowance. Supplies include paint, clear sealant coatings, textured coatings and high performance coating paint.

The intention is to be able to maintain a small stockpile of paint or coating materials and a readily available supply of repair items. At the end of each project, a small supply of matching paint shall be provided for on-site touch up purposes.

1. **Pay Item No. 23:** Materials/Commodities Allowance. Payments for the purchase activity of the commodities are to be made under this pay item. Purchase of these items by the Vendor for reimbursement by the Department is to include payment of the exact purchase price of the commodity purchases only, not to exceed twenty thousand dollars (\$20,000.00).

Reimbursement of the items purchased by the Vendor, as approved by the Contract Manager, will be made by the Department upon presentation of an original purchase invoice from the supplier for the exact purchase price of the commodity.

2. **Pay Item No. 24:** Materials/Commodities Mark-Up Allowance (not to exceed 25%). Payment to the Vendor for, handling, storage, and inventory of commodities, and for overhead, profit, and sales tax associated with commodities, will be a percentage of the commodity purchase price, and paid for under this Pay Item, Percentage of Total.

Payment to the Vendor for the mark-up of the items purchased by the Vendor will be made by the Department upon submission and approval of an invoice from the Vendor for the items purchased. The invoice shall include a second line item for the mark-up amount.

Pay Item No. 25 - Traffic Control Officer (Regular Hourly Rate). The quantity to be paid for will be the actual number of hours authorized to provide uniformed Florida Highway Patrol Traffic Control Officer (s), including marked law enforcement vehicle(s), to assist in controlling and directing traffic in the work zone.

Pay Item No. 26 - Traffic Control Officer (Overtime Hourly Rate). The quantity to be paid for will be the actual number of hours authorized to provide uniformed Florida Highway Patrol Traffic Control Officer(s), including marked law enforcement vehicle(s), to assist in controlling and directing traffic in the work zone.

3. Method of Compensation

All measurement of payment will be based on the actual amount of work done/completed, in strict accordance with the specifications and all codes/standards specified herein, and approved by the Contract Manager. Work completed under this contract shall be measured according to the methods outlined in the basis of payment hereunder and shall be paid for at the contract unit price for such activity. The Vendor shall be paid for the work accomplished and accepted by the Contract Manager.

3.1 Compensation

The Vendor shall be paid, per the compensation details in this Exhibit and price schedule in Exhibit "C", for the work accomplished and accepted by the Contract Manager. The total payment made to the Vendor shall not exceed the maximum amount of the face value of the contract, without a Supplemental Agreement being processed. Funding must be approved by the Department for any additional work that would result in exceeding the contract dollar amount, prior to undertaking such additional work. Compensation shall be made only for actual work performed at the unit measure, quantity and unit cost specified in Exhibit "C".

3.2 Method of Payment

Partial payments shall be allowed for this project. The Department reserves the right to withhold the payment or partial payment of the Vendor's invoice when less than the services listed on the invoice were performed or services were inadequate, not authorized, or not completed.

3.3 Invoicing

- A. Payment will be made following receipt and approval of a monthly invoice package for all work performed and accepted by the Department's Contract Manager. The invoice package shall include an itemized monthly invoice and all contract maintenance work documents, as specified in item B and C immediately below. The Vendor's monthly invoice package shall be submitted to the Department's contract manager by no later than the 15th day of each month. Failure to submit timely invoices could affect Vendor's performance rating.

The Vendor's invoice package shall be submitted to the address below.

Department of Transportation
Florida Turnpike Headquarter Office
P. O. Box 613069
Ocoee, FL 34761
Attention: Bernie Rodriguez

- B. The itemized monthly invoices shall be a legible summary on the Vendor's letterhead that includes the following:
1. Remittance Address
 2. State Contract Number
 3. State Financial Project Identification Number
 4. Billing period
 5. List of Contract Maintenance Work Document Number(s)
 6. Total cost per work document
 7. Total amount of invoice
 8. Current Contract Balance
 9. Total Labor Hours

The "LABOR HOURS" are the total number of expended hours times the number of employees assigned to perform the work. The information is required for entry into the Department's Maintenance Management System (MMS) only, and not intended as a basis of payment.

- C. A contract maintenance work document issued by the Department for all authorized work must be provided. The Vendor shall include the following information within the submitted work document:
1. Date Received (verified by initials)
 2. Date Work Began (verified by initials)
 3. Date of Completion (verified by initials)
 4. Actual Quantity for each pay item
 5. Total cost of the work document
 6. Description of actual work performed
 7. Signature of authorized representative
 8. Copies of all receipts for parts purchased must be attached
- D. The "LABOR HOURS" are the total number of expended hours times the number of employees assigned to perform the work. The information is required for entry into the Department's Maintenance Management System (MMS) only, and not intended as a basis of payment.

- 3.4 The Vendor shall provide a statement, with all but the first pay request, to the Department which certifies that the Vendor has disbursed to all sub-vendors, laborers, and materials suppliers, having an interest in the contract, their pro-rata shares of the payment, out of the previous payments received by the Vendor for all work completed

- and materials furnished in the previous period. This certification shall be in the form designated by the Department. The Department shall not make any payments after the initial payment until the Vendor furnishes said certification, unless the Vendor demonstrates good cause for not making any such required payment and provides written notification of any such good cause to both the Department and the affected sub-vendors, laborers, and material suppliers.
- 3.5 Payment for commodities will be made upon presentation of receipt from the supplier to the Vendor. The receipt shall be attached to the Vendor's invoice when billing the Department. This supplier's receipt is a requirement of the State Comptroller in order to receive reimbursement.
 - 3.6 Any work performed by unlicensed and/or unapproved personnel shall result in non-payment.
 - 3.7 In the event that there are discrepancies between the Department's records and the unscheduled service hours stated in the Vendor's invoice, the Department's visitor log at each site will be used to verify the Vendor's hours. Should the Vendor fail during that assignment to comply with the sign-in sign-out requirements, the Department reserves the right to pay the Vendor for a maximum of one (1) hour, regardless of the hours invoiced by the Vendor for that work order.
 - 3.8 No compensation shall be paid separately for travel time, expenses or tolls. Therefore, all the anticipated travel time and travel expenses incurred by the Vendor shall be included in the Vendor's unit bid prices. The Vendor and any sub-Vendor shall pay toll charges for all vehicles and equipment at the standard rate applicable to the general public.
 - 3.9 The Vendor shall submit all the outstanding invoices within forty-five (45) calendar days of the termination date/last day of the term of the contract. Failure to timely submit the outstanding invoices or issues by the Vendor may be grounds for the Department to close the contract. The Department shall not be obligated to reimburse the Vendor for any invoice submitted thereafter unless the Vendor has obtained a written exception to the time limit from the Department. The Vendor shall submit a Certificate of Contract Completion (Attachment D) with the final invoice.
 - 3.10 In the event that funds paid to the Vendor under this contract are subsequently disallowed by the Department because of accounting error or charges not in conformity with this contract, the Vendor agrees that such disallowed amounts are due to the Department upon demand. Further, Vendor agrees that the Department shall have the right to deduct from any payment due to the Vendor under any other contract between the Vendor and the Department or under this contract, an amount sufficient to satisfy any amount due and owing the Department by the Vendor.
 - 3.11 No retainage shall be withheld from the payments to the Vendor for this project.



EXHIBIT "C"

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ITB-DOT-11/12-8004-KB

PAINTING AND WATER RESISTANT COATINGS

FOR

**FLORIDA'S TURNPIKE (S.R. 91), MILEPOST 172.0 TO MILEPOST 309.0 SEMINOLE EXPRESSWAY (S.R. 417),
MILEPOST 37.7 TO MILEPOST 55.0 SOUTHERN CONNECTOR (S.R. 417), MILEPOST 0.0 TO MILEPOST 6.5
VETERAN'S EXPRESSWAY (S0R0589), MILEPOST 0.0 TO MILEPOST 14.0
SUNCOAST PARKWAY (S0R0589), MILEPOST 14.0 TO MILEPOST 54.5
POLK PARKWAY (S0R0570), MILEPOST 0.0 TO MILEPOST 24.5
BEACHLINE EXPRESSWAY (S.R. 528), MILEPOST 0.0 TO MILEPOST 8.4
DANIEL WEBSTER WESTERN BELTWAY (S.R. 429), MILEPOST 0.0 TO MILEPOST 11.0**

ESTIMATED QUANTITIES CONTRACT

FPIN: 192677-1-7B-01

BID BLANK

EXHIBIT "C"
BID BLANK

PAINTING AND WATER RESISTANT COATINGS
FLORIDA'S TURNPIKE (S.R. 91), MILEPOST 172.0 TO MILEPOST 309.0
BEACHLINE EXPRESSWAY (S.R. 528), MILEPOST 0.0 TO MILEPOST 8.4
SEMINOLE EXPRESSWAY (S.R. 417), MILEPOST 37.7 TO MILEPOST 55.0
SOUTHERN CONNECTOR (S.R. 417), MILEPOST 0.0 TO MILEPOST 6.5
VETERAN'S EXPRESSWAY (S.R. 589), MILEPOST 0.0 TO MILEPOST 14.0
SUNCOAST PARKWAY (S.R. 589), MILEPOST 14.0 TO MILEPOST 54.5
POLK PARKWAY (S.R. 570), MILEPOST 0.0 TO MILEPOST 24.5
WESTERN BELTWAY (S.R. 429), MILEPOST 0.0 TO MILEPOST 11.0

FORMULA: (FOR FILLING IN BID BLANK) QUANTITY of ITEM X (TIMES) THE UNIT RATE = PAY ITEM

PAY ITEM NO.	DESCRIPTION OF ACTIVITY	UNIT OF MEASURE	QTY OF ITEM*	UNIT RATE	PAY ITEM
1.	Perform Appropriate Surface Preparation and Apply Exterior/Interior Paint or Coating on Vertical/Horizontal Wall, Soffit, Fascia, and Ceiling Surfaces Up to 12' in Height, Regular Hourly Rate.	SF	50,000	\$ _____ . ____	\$ _____ . ____
2.	Perform Appropriate Surface Preparation and Apply Exterior/Interior Paint or Coating on Vertical/Horizontal Wall, Soffit, Fascia, and Ceiling Surfaces Up to 12' in Height, Overtime Hourly Rate.	SF	10,000	\$ _____ . ____	\$ _____ . ____
3.	Perform Appropriate Surface Preparation and Apply Exterior/Interior Paint or Coating on Vertical/Horizontal Wall, Soffit, Fascia, and Ceiling Surfaces Above 12' Height, Regular Hourly Rate.	SF	25,000	\$ _____ . ____	\$ _____ . ____
4.	Perform Appropriate Surface Preparation and Apply Exterior/Interior Paint or Coating on Vertical/Horizontal Wall, Soffit, Fascia, and Ceiling Surfaces Above 12' in Height, Overtime Hourly Rate.	SF	5,000	\$ _____ . ____	\$ _____ . ____
5.	Perform Appropriate Surface Preparation and Apply Exterior/Interior Textured Coating Applied on Vertical/Horizontal Wall, Soffit, and Fascia Surfaces Up to 12' in Height, Regular Hourly Rate.	SF	1,000	\$ _____ . ____	\$ _____ . ____
6.	Perform Appropriate Surface Preparation and Apply Exterior/Interior Textured Coating Applied on Vertical/Horizontal Wall, Soffit, and Fascia Surfaces Up to 12' in Height, Overtime Hourly Rate.	SF	500	\$ _____ . ____	\$ _____ . ____

SUBTOTAL OF PAY ITEM NOS. 1 TO 6

\$ _____ . ____

NAME OF BUSINESS _____

**EXHIBIT "C"
BID BLANK**

ITB-DOT-11/12-8004-KB
FPI No. 192677-1-7B-01

PAINTING AND WATER RESISTANT COATINGS
FLORIDA'S TURNPIKE (S.R. 91), MILEPOST 172.0 TO MILEPOST 309.0
BEACHLINE EXPRESSWAY (S.R. 528), MILEPOST 0.0 TO MILEPOST 8.4
SEMINOLE EXPRESSWAY (S.R. 417), MILEPOST 37.7 TO MILEPOST 55.0
SOUTHERN CONNECTOR (S.R. 417), MILEPOST 0.0 TO MILEPOST 6.5
VETERAN'S EXPRESSWAY (S.R. 589), MILEPOST 0.0 TO MILEPOST 14.0
SUNCOAST PARKWAY (S.R. 589), MILEPOST 14.0 TO MILEPOST 54.5
POLK PARKWAY (S.R. 570), MILEPOST 0.0 TO MILEPOST 24.5
WESTERN BELTWAY (S.R. 429), MILEPOST 0.0 TO MILEPOST 11.0

FORMULA: (FOR FILLING IN BID BLANK) QUANTITY of ITEM X (TIMES) THE UNIT RATE = PAY ITEM

PAY ITEM NO.	DESCRIPTION OF ACTIVITY	UNIT OF MEASURE	QTY OF ITEM*	UNIT RATE	PAY ITEM
7.	Perform Appropriate Surface Preparation and Apply Exterior/Interior Textured Coating Applied on Vertical/Horizontal Wall, Soffit, Ceiling, and Fascia Surfaces Above 12' in Height, Regular Hourly Rate.	SF	1,000	\$ _____ . ____	\$ _____ . ____
8.	Perform Appropriate Surface Preparation and Apply Exterior/Interior Textured Coating Applied on Vertical/Horizontal Wall, Soffit, Ceiling, and Fascia Surfaces Above 12' in Height, Overtime Hourly Rate.	SF	500	\$ _____ . ____	\$ _____ . ____
9.	Perform Appropriate Surface Preparation and Apply Interior/Exterior Paint Doors, Frames, Windows, Trim, Coping, Louvers, Miscellaneous Metal, and Pipe Bollards, Regular Hourly Rate.	SF	15,000	\$ _____ . ____	\$ _____ . ____
10.	Perform Appropriate Surface Preparation and Apply Interior/Exterior Paint Doors, Frames, Windows, Trim, Coping, Louvers, Miscellaneous Metal, and Pipe Bollards, Overtime Hourly Rate.	SF	3,000	\$ _____ . ____	\$ _____ . ____
11.	Perform Appropriate Surface Preparation and Apply Clear Waterproofing Coating to Interior/Exterior Vertical/Horizontal, Soffit, and Fascia Concrete Masonry Unit or Brick Masonry Surfaces (That Will Not be Painted), Regular Hourly Rate.	SF	15,000	\$ _____ . ____	\$ _____ . ____

SUBTOTAL OF PAY ITEM NOS. 7 TO 11 \$ _____ . ____

NAME OF BUSINESS: _____

**EXHIBIT "C"
BID BLANK**

ITB-DOT-11/12-8004
FPI No. 192677-1-7B-01

PAINTING AND WATER RESISTANT COATINGS
FLORIDA'S TURNPIKE (S.R. 91), MILEPOST 172.0 TO MILEPOST 309.0
BEACHLINE EXPRESSWAY (S.R. 528), MILEPOST 0.0 TO MILEPOST 8.4
SEMINOLE EXPRESSWAY (S.R. 417), MILEPOST 37.7 TO MILEPOST 55.0
SOUTHERN CONNECTOR (S.R. 417), MILEPOST 0.0 TO MILEPOST 6.5
VETERAN'S EXPRESSWAY (S.R. 589), MILEPOST 0.0 TO MILEPOST 14.0
SUNCOAST PARKWAY (S.R. 589), MILEPOST 14.0 TO MILEPOST 54.5
POLK PARKWAY (S.R. 570), MILEPOST 0.0 TO MILEPOST 24.5
WESTERN BELTWAY (S.R. 429), MILEPOST 0.0 TO MILEPOST 11.0

FORMULA: (FOR FILLING IN BID BLANK) QUANTITY of ITEM X (TIMES) THE UNIT RATE = PAY ITEM

PAY ITEM NO.	DESCRIPTION OF ACTIVITY	UNIT OF MEASURE	QTY OF ITEM*	UNIT RATE	PAY ITEM
12.	Perform Appropriate Surface Preparation and Apply Clear Waterproofing Coating to Interior/Exterior Vertical/Horizontal, Soffit, and Fascia Concrete Masonry Unit or Brick Masonry Surfaces (That Will Not be Painted), Overtime Hourly Rate.	SF	3,000	\$ _____ . ____	\$ _____ . ____
13.	Worksite Traffic Supervisor (Regular Hourly Rate)	Per Hour	40	\$ _____ . ____	\$ _____ . ____
14.	Worksite Traffic Supervisor, Overtime Hourly Rate.	Per Hour	20	\$ _____ . ____	\$ _____ . ____
15.	Work Zone Sign (Regulatory and Warning including orange flag and Type B light, as required)	Per Each Per Day	100	\$ _____ . ____	\$ _____ . ____
16.	Traffic Cones	Per Each Per Day	500	\$ _____ . ____	\$ _____ . ____
17.	Barricade, Temporary, Types I, II, DI, VP & DRUM (Including Type B Lights)	Per Each Per Day	100	\$ _____ . ____	\$ _____ . ____
18.	Barricade, Type III, 6"	Per Each Per Day	10	\$ _____ . ____	\$ _____ . ____
19.	Advance Warning Arrow Panel	Per Each Per Day	20	\$ _____ . ____	\$ _____ . ____

SUBTOTAL OF PAY ITEM NOS. 12 TO 19 \$ _____ . ____

NAME OF BUSINESS _____

EXHIBIT "C"
BID BLANK

ITB-DOT-11/12-8004
FPI No. 192677-1-7B-01

PAINTING AND WATER RESISTANT COATINGS
FLORIDA'S TURNPIKE (S.R. 91), MILEPOST 172.0 TO MILEPOST 309.0
BEACHLINE EXPRESSWAY (S.R. 528), MILEPOST 0.0 TO MILEPOST 8.4
SEMINOLE EXPRESSWAY (S.R. 417), MILEPOST 37.7 TO MILEPOST 55.0
SOUTHERN CONNECTOR (S.R. 417), MILEPOST 0.0 TO MILEPOST 6.5
VETERAN'S EXPRESSWAY (S.R. 589), MILEPOST 0.0 TO MILEPOST 14.0
SUNCOAST PARKWAY (S.R. 589), MILEPOST 14.0 TO MILEPOST 54.5
POLK PARKWAY (S.R. 570), MILEPOST 0.0 TO MILEPOST 24.5
WESTERN BELTWAY (S.R. 429), MILEPOST 0.0 TO MILEPOST 11.0

FORMULA: (FOR FILLING IN BID BLANK) QUANTITY of ITEM X (TIMES) THE UNIT RATE = PAY ITEM

PAY ITEM NO.	DESCRIPTION OF ACTIVITY	UNIT OF MEASURE	QTY OF ITEM*	UNIT RATE	PAY ITEM
20.	Portable Changeable Message Sign, Temporary, Variable Message Sign	Per Each Per Day	20	\$ _____ . ____	\$ _____ . ____
21.	Advance Warning Vehicle Equipped with Advance Warning Arrow Panel and Truck/Trailer Mounted Attenuator, Including an Operator Regular Hourly Rate	Per Hour	80	\$ _____ . ____	\$ _____ . ____
22.	Advance Warning Vehicle Equipped with Advance Warning Arrow Panel and Truck/Trailer Mounted Attenuator, Including an Operator Overtime Hourly Rate	Per Hour	20	\$ _____ . ____	\$ _____ . ____
23.	Materials/Commodities Allowance	Dollars	\$20,000	N/A	\$20,000.00
24.	Materials/Commodities Mark Up Allowance (not to exceed 25%)	Percent	\$20,000	_____ %	\$ _____ . ____
25.	Traffic Control Officer (Regular Hourly Rate)	Per Hour	32	\$ _____ . ____	\$ _____ . ____
26.	Traffic Control Officer (Overtime Hourly Rate)	Per Hour	32	\$ _____ . ____	\$ _____ . ____

SUBTOTAL OF PAY ITEM NOS. 20 TO 26 \$ _____ . ____

NAME OF BUSINESS: _____

EXHIBIT "C"
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ITB-DOT-11/12-8004
FPI No. 192677-1-7B-01

PAINTING AND WATER RESISTANT COATINGS

FLORIDA'S TURNPIKE (S.R. 91), MILEPOST 172.0 TO MILEPOST 309.0
BEACHLINE EXPRESSWAY (S.R. 528), MILEPOST 0.0 TO MILEPOST 8.4
SEMINOLE EXPRESSWAY (S.R. 417), MILEPOST 37.7 TO MILEPOST 55.0
SOUTHERN CONNECTOR (S.R. 417), MILEPOST 0.0 TO MILEPOST 6.5
VETERAN'S EXPRESSWAY (S.R. 589), MILEPOST 0.0 TO MILEPOST 14.0
SUNCOAST PARKWAY (S.R. 589), MILEPOST 14.0 TO MILEPOST 54.5
POLK PARKWAY (S.R. 570), MILEPOST 0.0 TO MILEPOST 24.5
WESTERN BELTWAY (S.R. 429), MILEPOST 0.0 TO MILEPOST 11.0

Subtotal Amount Pay Item Nos.	1 TO 6	\$ _____ . _____
Subtotal Amount Pay Item Nos.	7 TO 11	\$ _____ . _____
Subtotal Amount Pay Item Nos.	12 TO 19	\$ _____ . _____
Subtotal Amount Pay Item Nos.	20 TO 26	\$ _____ . _____

TOTAL AMOUNT BID FOR THIS CONTRACT \$ _____ . _____
(Add all above subtotals together)

* All quantities, including allowance for parts, represent estimated quantities. If the actual is less than or greater than what is identified, the unit rate shall remain unchanged.

All payments to the vendor from this competitive solicitation WILL be subject to the 1% MFMP Transaction Fee in accordance with the attached Form PUR1000 General Contract Condition #14.

NAME OF BUSINESS: _____

EXHIBIT "C"
BID BLANK

ITB-DOT-11/12-8004
FPI No. 192677-1-7B-01

PAINTING AND WATER RESISTANT COATINGS
FLORIDA'S TURNPIKE (S.R. 91), MILEPOST 172.0 TO MILEPOST 309.0
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VETERAN'S EXPRESSWAY (S.R. 589), MILEPOST 0.0 TO MILEPOST 14.0
SUNCOAST PARKWAY (S.R. 589), MILEPOST 14.0 TO MILEPOST 54.5
POLK PARKWAY (S.R. 570), MILEPOST 0.0 TO MILEPOST 24.5
WESTERN BELTWAY (S.R. 429), MILEPOST 0.0 TO MILEPOST 11.0

The undersigned has completed and is returning the following documents as part of its Bid Package and understands that failure to return any of these documents fully completed may cause rejection of the Bid.

The following forms must be completed and submitted by the bid due date and time, in order for the Bid to be responsive:

- ___ Bid Blank: Exhibit C, Page C-1 thru C-6 .
- ___ A copy of the firm's Business Tax Receipt, stating the name of the Bidder's business, the street address of the business (as specified in Exhibit "A", Vendor's Qualifications) where all the work covered under the contract will be handled, and the type of work that covers the services being called for in the contract.
- ___ All forms supplied with the bid package (Forms 1 thru 4). Form 5 if applicable. Be certain to fill in all the blanks on the forms supplied; do not leave any blank lines on the forms. Sign and return each form.

Name of Business: (Print) _____ Federal I.D. No. _____

Mail Address: _____ M.B.E. yes _____ no _____

Street Address: _____

City: _____ County: _____ State: _____ Zip: _____ - _____

Phone Number: () _____ - _____ Fax No. () _____ - _____ Internet Address: _____

Authorized Signature: _____ Title: _____

Owner, Vice President, President, or Designated Officer (Corporate Resolution)**

Print/Type Name: Mr. _____ Ms. _____ Mrs. _____ Date: _____

**If person signing the form is someone other than the Owner, Vice President, President, or a copy of the Corporate Resolution granting signature authorization must be furnished in the bid package.