

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STANDARD WRITTEN AGREEMENT
MODIFICATION # 3

375-040-07
PROCUREMENT
10/13

Agreement No. BDX68

Financial Project I.D. _____

Vendor No. F352489959

Procurement No. RFP-DOT-13/14-9016-GH

DMS Catalog Class No. 72151306

Renewal # 1

This Agreement, made and entered into this 28th day of November, 2016

by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, hereinafter called the "Department" and

Hi-Lite Airfield Services, LLC

18249 Hi-Lite Drive

Adams Center, NY 13606

duly authorized to conduct business in the State of Florida, hereinafter called the "Vendor."

WITNESSETH:

WHEREAS, the Department and the Vendor heretofore on February 20, 2014,

entered into an agreement, hereinafter called the "Original Agreement," whereby the Department retained the Vendor to furnish certain services in connection with Statewide Airport Runway Painting Services

; and

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

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

- 1. Said Original Agreement is renewed for a period beginning January 1, 2017 and ending December 31, 2017.

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

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

Hi-Lite Airfield Services, LLC

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

Name of Vendor _____

BY: Theodore Misiewicz
Authorized Signature

BY: Thomas C. Byron
B6610D34FBA3455...

Theodore Misiewicz
(Print/Type)

Thomas C. Byron, P.E.
(Print/Type)

Title: chief financial officer

Title: Assistant Secretary Intermodal Systems Development

FOR DEPARTMENT USE ONLY

APPROVED:

Greg Hill
27CF4B1F80A6413...

LEGAL REVIEW:

Larry Ringers
E8F70C3906A3454...

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STANDARD WRITTEN AGREEMENT
MODIFICATION # 2

375-040-07
PROCUREMENT
10/13

Agreement No. BDX68
Financial Project I.D. _____
Vendor No. F352489959
Procurement No. RFP-DOT-13/14-9016-GH
DMS Catalog Class No. 72151306

Amendment # 2

This Agreement, made and entered into this 23rd day of February, 2015
by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, hereinafter called the "Department" and
Hi-Lite Airfield Services, LLC
18249 Hi-Lite Drive
Adams Center, NY 13606
duly authorized to conduct business in the State of Florida, hereinafter called the "Vendor."

WITNESSETH:

WHEREAS, the Department and the Vendor heretofore on February 20, 2014
entered into an agreement, hereinafter called the "Original Agreement," whereby the Department retained the Vendor to
furnish certain services in connection with statewide airport runway painting services
_____ ; and

WHEREAS, the Department has determined it necessary to amend the agreement to replace Attachment "A",
FAA AC 150/5370-10F with revised Attachment "A", FAA AC 150/5370-10G

NOW, THEREFORE, this Agreement witnesseth the following amendment is made;
Attachment "A", FAA AC 150/5370-10F of the original agreement has been deleted in its entirety and is replaced with
Attachment "A", FAA AC 150/5370-10G

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

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

Hi-Lite Airfield Services, LLC
Name of Vendor

BY: 
Authorized Signature

Christopher J. Miller
(Print/Type)

Title: COO

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

BY: 

Richard Biter
(Print/Type)

Title: Assistant Secretary, Intermodal Systems Development

FOR DEPARTMENT USE ONLY

APPROVED: 
Procurement Office

LEGAL REVIEW: 

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
ASSIGNMENT AGREEMENT

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Modification / Amendment No. 1 for Contract No. BDX68
Financial Project I D _____
Vendor No. F161381276
Procurement No. RFP-DOT-13/14-9016-GH
DMS Catalog Class No 991-605

This Agreement of Assignment made and effective this 20th day of February, 2014
among Hi-Lite Markings, Inc. ("Assignor"),
Hi-Lite Airfield Services, LLC ("Assignee")
and the State of Florida Department of Transportation ("Department"),

WITNESSETH:

WHEREAS, Assignor has entered into Agreement No. BDX68 (hereinafter "the Agreement") dated February 20, 2014 with the Department; and the Department retained the Vendor to perform statewide airport runway painting services

WHEREAS, said Agreement is by its terms assignable only upon the prior written consent of the Department, and

WHEREAS, the Assignor desires to assign the Agreement to Assignee and Assignee is willing to perform all remaining duties and obligations under the Agreement,

NOW, THEREFORE, for good and valuable consideration flowing among the parties hereto, the receipt and sufficiency of which are hereby acknowledged, the parties hereto do agree as follows:

1. Assignor hereby grants, bargains, sells, conveys, transfers, assigns, and sets over its entire duties under the Agreement to Assignee subject to the covenants and conditions herein mentioned.
2. Assignee hereby assumes all obligations of Assignor under the Agreement for all work undertaken by Assignor prior to the effective date of Assignment of the Agreement including but not limited to existing liabilities and subconsultant obligations; and Assignee hereby assumes the Agreement and will hereafter perform faithfully all of the covenants, stipulations and agreements contained therein.
3. Assignor and Assignee hereby request that the Department consent to the assignment of the Agreement to the Assignee.
4. The Department consents to the assignment of the Agreement to Assignee; provided, however, the Department's consent to this transfer will not constitute a waiver of the general prohibition against assignment contained in the Agreement as to further assignments and will not constitute a release of Assignor under the Agreement to the extent of Assignor's performance up to the effective date of this Assignment or to the extent of Assignee's failure to perform under the Agreement hereafter, it being understood that this Assignment will not be deemed to effect a novation. Assignor will remain fully liable for all obligations of the Agreement.
5. All sums which become payable by the Department under this Agreement for services rendered on and after the date of this assignment agreement will be made to the Assignee, as between Assignor and Assignee. In the event a dispute arises between Assignor and Assignee as to the allocation or division of the Department's payment between Assignor and Assignee, such dispute will be resolved strictly between Assignor and Assignee and the department will have no liability or responsibility whatsoever in regard to resolving any such dispute. Assignor and Assignee hereby agree that, when the Department will have made payments pursuant to the Agreement, regardless of whether such payments have heretofore been made to Assignor or hereafter to Assignee, which in the aggregate are equal to the total sums payable by the Department under the Agreement, such payment will constitute satisfaction in full of the Department's obligation to pay the sums which it is obligated to pay pursuant to the Agreement. With respect to work and materials heretofore furnished by Assignor pursuant to the Agreement, Assignor will, to the extent that it has not heretofore been paid for such work and materials by the Department, look solely to Assignee for payment for such work and materials.
6. Assignee specifically acknowledges and agrees that no time extension or requests for additional compensation or supplemental agreements will be granted due to this Assignment or the duplication of any services of Assignor by

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
ASSIGNMENT AGREEMENT

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Assignee, it being understood that Assignee will stand in the place of Assignor as though no assignment has occurred.

7. Assignor hereby represents, and Assignee hereby accepts, that there are no claims or demands against the Department arising out of or related to the performance under the Agreement prior to the effective date hereof, except for contractual compensation which may not have yet been paid, and any such claims, other than contractual compensation, are hereby waived and released.

ASSIGNOR: Hi-Lite Markings, Inc.
Vendor Name

VENDOR NO.: 1161381276

BY: [Signature]
Authorized Signature

Thonda M. McBeely
(Print/Type)

V.P. Sales
TITLE

ASSIGNEE: Hi-Lite Airfield Services, LLC
Vendor Name

VENDOR NO.: 5352489959

BY: [Signature]
Authorized Signature

Thonda M. McBeely
(Print/Type)

V.P. Sales
TITLE

**STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION**

BY: [Signature]
Authorized Signature

Richard Biter
(Print/Type)

Assistant Secretary, Intermodal Systems Development
TITLE

LEGAL REVIEW: [Signature]

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STANDARD WRITTEN AGREEMENT375-040-19
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Agreement No.: BDX68
 Financial Project I.D.: _____
 F.E.I.D. No: F161381276
 Appropriation Bill Number(s)/Line Item Number(s) for 1st year of
 contract, pursuant to s. 216.313, F.S.: _____
 Procurement No.: RFP-DOT-13/14-9016-GH (required for contracts in excess of \$5 million)
 D.M.S. Catalog Class No.: 991-605

BY THIS AGREEMENT, made and entered into this 20th day of FEBRUARY, 2014, by and
 between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, hereinafter called the "Department" and
Hi-Lite Markings, Inc.
 of 18249 Hi-Lite Drive, Adams Center, NY 13606
 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 statewide airport runway painting
- the Department does hereby retain the Vendor to furnish certain services, information, and items as described in Exhibit "A," attached hereto and made a part hereof.
- B. Before making any additions or deletions to the work described in this Agreement, and before undertaking any changes or revisions to such work, the parties shall negotiate any necessary cost changes and shall enter into an Amendment covering such work and compensation. Reference herein to this Agreement shall include any amendment(s).
- C. All tracings, plans, specifications, maps, computer files, and reports prepared or obtained under this Agreement, as well as all data collected, together with summaries and charts derived therefrom, shall be the exclusive property of the Department without restriction or limitation on their use and shall be made available, upon request, to the Department at any time during the performance of such services and/or upon completion or termination of this Agreement. Upon delivery to the Department of said document(s), the Department shall become the custodian thereof in accordance with Chapter 119, Florida Statutes. The Vendor shall not copyright any material and products or patent any invention developed under this Agreement. The Department shall have the right to visit the site for inspection of the work and the products of the Vendor at any time.
- D. All final plans, documents, reports, studies, and other data prepared by the Vendor shall bear the professional's seal/signature, in accordance with the applicable Florida Statutes, Administrative Rules promulgated by the Department of Business and Professional Regulation, and guidelines published by the Department, in effect at the time of execution of this Agreement. In the event that changes in the statutes or rules create a conflict with the requirements of published guidelines, requirements of the statutes and rules shall take precedence.
- E. The Vendor agrees to provide project schedule progress reports in a format acceptable to the Department and at intervals established by the Department. The Department shall be entitled at all times to be advised, at its request, as to the status of work being done by the Vendor and of the details thereof. Coordination shall be maintained by the Vendor with representatives of the Department, or of other agencies interested in the project on behalf of the Department. Either party to this Agreement may request and be granted a conference.
- F. All services shall be performed by the Vendor to the satisfaction of the Director who shall decide all questions, difficulties, and disputes of any nature whatsoever that may arise under or by reason of this Agreement, the prosecution and fulfillment of the services hereunder and the character, quality, amount of value thereof; and the decision upon all claims, questions, and disputes shall be final and binding upon the parties hereto. Adjustments of compensation and contract time because of any major changes in the work that may become necessary or desirable as the work progresses shall be subject to mutual agreement of the parties, and amendment(s) shall be entered into by the parties in accordance herewith.

Reference herein to the Director shall mean the
Assistant Secretary, Intermodal Systems Development

2. TERM

- A. Initial Term. This Agreement shall begin on date of execution and shall remain in full force and effect through completion of all services required or December 31, 2016, 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 by December 31, 2016 or date of termination, whichever occurs first.

Other: See Exhibit "A"

- B. RENEWALS (Select appropriate box):

This Agreement may not be renewed.

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

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

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

3. COMPENSATION AND PAYMENT

- A. Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the Chief Financial Officer of the State of Florida under 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 reprourement costs from the Vendor in addition to all outstanding fees. **VENDORS DELINQUENT IN PAYING TRANSACTION FEES MAY BE EXCLUDED FROM CONDUCTING FUTURE BUSINESS WITH THE STATE.**
- H. A vendor ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.
- I. Records of costs incurred under terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for three (3) years after final payment for the work pursuant to this Agreement is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred shall include the Vendor's general accounting records and the project records, together with supporting documents and records of the Vendor and all subcontractors performing work on the project, and all other records of the Vendor and subcontractors considered necessary by the Department for a proper audit of project costs.
- J. The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding one (1) year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years. Accordingly, the Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature.

4. INDEMNITY AND PAYMENT FOR CLAIMS

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

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

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

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

No general liability insurance is required.

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

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

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

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

No Bond is required.

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

E. CERTIFICATION. With respect to any general liability insurance policy required pursuant to this Agreement, all such policies shall be issued by companies licensed to do business in the State of Florida. The Vendor shall provide to the Department certificates showing the required coverage to be in effect with endorsements showing the Department to be an additional insured prior to commencing any work under this Contract. The certificates and policies shall provide that in the event of any material change in or cancellation of the policies reflecting the required coverage, thirty days advance notice shall be given to the Department or as provided in accordance with Florida law.

5. COMPLIANCE WITH LAWS

A. The Vendor shall allow public access to all documents, papers, 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. Specifically, if the Vendor is acting on behalf of a public agency the Vendor shall:

- (1) Keep and maintain public records that ordinarily and necessarily would be required by the Department in order to perform the services being performed by the Vendor.
- (2) Provide the public with access to public records on the same terms and conditions that the Department would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- (3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- (4) Meet all requirements for retaining public records and transfer, at no cost, to the Department all public records in possession of the Vendor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the Department in a format that is compatible with the information technology systems of the Department.

Failure by the Vendor to grant such public access shall be grounds for immediate unilateral cancellation of this Agreement by the Department. The Vendor shall promptly provide the Department with a copy of any request to inspect or copy public records in possession of the Vendor and shall promptly provide the Department a copy of the Vendor's response to each such request.

- 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 state professional licensing laws or rules, it shall submit a complaint regarding the violations to the Department of Business and Professional Regulation. The complaint shall be confidential.
 - (2) Any person who is employed by the Department and who is licensed by the Department of Business and Professional Regulation and who, through the course of the person's employment, has knowledge to believe that any person has violated the provisions of state professional licensing laws or rules shall submit a complaint regarding the violations to the Department of Business and Professional Regulation. Failure to submit a complaint about the violations may be grounds for disciplinary action pursuant to Chapter 455, Florida Statutes, and the state licensing law applicable to that licensee. The complaint shall be confidential.
 - (3) Any complaints submitted to the Department of Business and Professional Regulation are confidential and exempt from Section 119.07(1), Florida Statutes, pursuant to Chapter 455, Florida Statutes, and applicable state law.
- E. The Vendor covenants and agrees that it and its employees and agents shall be bound by the standards of conduct provided in applicable law and applicable rules of the Board of Business and Professional Regulation as they relate to work performed under this Agreement. The Vendor further covenants and agrees that when a former state employee is employed by the Vendor, the Vendor shall require that strict adherence by the former state employee to Sections 112.313 and 112.3185, Florida Statutes, is a condition of employment for said former state employee. These statutes will by reference be made a part of this Agreement as though set forth in full. The Vendor agrees to incorporate the provisions of this paragraph in any subcontract into which it might enter with reference to the work performed pursuant to this Agreement.
- F. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity, may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids, proposals, or replies on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of thirty-six (36) months following the date of being placed on the convicted vendor list.
- G. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity, may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids, proposals, or replies on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity.
- H. The Department shall consider the employment by any vendor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the Vendor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this agreement.
- I. 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.
- E. For Agreements \$1,000,000 and greater, if the Department determines the Vendor submitted a false certification under Section 287.135(5), Florida Statutes, been placed on the Scrutinized Companies with Activities in the Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, the Department shall either terminate the Agreement after it has given the Vendor notice and an opportunity to demonstrate the Department's determination of false certification was in error pursuant to Section 287.135(5)(a), Florida Statutes, or maintain the Agreement if the conditions of Section 287.135 (4), Florida Statutes, are met.

7. ASSIGNMENT AND SUBCONTRACTS

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

- B. Select the appropriate box:

- The following provision is not applicable to this Agreement:
- The following provision is hereby incorporated in and made a part of this Agreement:

It is expressly understood and agreed that any articles that are the subject of, or required to carry out this Agreement shall be purchased from a nonprofit agency for the blind or for the severely handicapped that is qualified pursuant to Chapter 413, Florida Statutes, in the same manner and under the same procedures set forth in Section 413.036(1) and (2), Florida Statutes; and for purposes of this Agreement the person, firm, or other business entity (Vendor) carrying out the provisions of this Agreement shall be deemed to be substituted for the state agency (Department) insofar as dealings with such qualified nonprofit agency are concerned. RESPECT of Florida provides governmental agencies within the State of Florida with quality products and services produced by persons with disabilities. Available pricing, products, and delivery schedules may be obtained by contacting:

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

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

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

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

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

8. MISCELLANEOUS

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

I. 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.

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", Scope of Services; Exhibit "B", Method of Compensation; Exhibit "C", Price Proposal; Appendix I, Terms for Federal Aid Contracts; Attachment "A", FAA AC 150/5370-10F; Attachment "B", FAA AC 150/5340-1L.

L. Other Provisions:

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

Hi-Lite Markings, Inc.

Name of Vendor

BY:



Authorized Signature

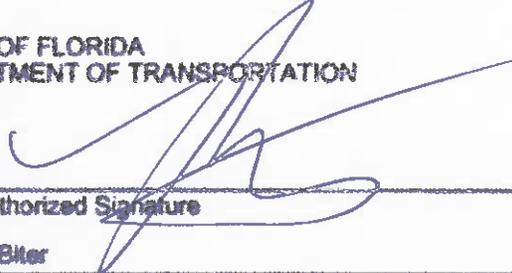
Rhonda M. McNeely

(Print/Type)

Title: Vice President/Sales

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

BY:



Authorized Signature

Richard Biter

(Print/Type)

Title: Assistant Secretary, Intermodal Systems Development

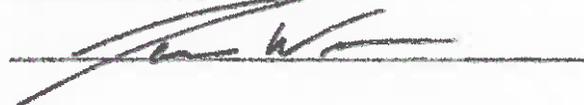
FOR DEPARTMENT USE ONLY

APPROVED:



Procurement Officer

LEGAL REVIEW:



**EXHIBIT A
SCOPE OF SERVICES**

STATEWIDE AIRPORT RUNWAY PAINTING

I. OBJECTIVE:

To provide a statewide contract based upon best overall value which may be awarded to different vendors based on geographic limitations, which can be used at public airports throughout the state to provide painting and rubber removal services which include; Runway, Taxiway, Apron and Terminal areas (additionally this includes gate/safety envelope painting, lead in lines and stop bars). The specifications to this contract are contained within Attachment "A" which is the FAA standards for specifying construction of airports per FAA Advisory Circular No: 150/5370-10F as provided. Additional standards for airport markings are contained within Attachment "B", per FAA Advisory Circular No: 150/5340-1L (found at link below):

http://www.faa.gov/documentLibrary/media/Advisory_Circular/150_5340_1L.pdf

II. SERVICES TO BE PROVIDED:

The services to be provided consist of 1.) The preparation of the surface prior to painting to include removal of existing paint, dirt, laitance, and loose materials, 2.) The painting of numbers, markings, and stripes on the surface of runways, taxiways, aprons and terminal areas, and 3.) The removal of rubber buildup on runways with all work to be conducted in accordance with the specifications as described in Attachment "A" and Attachment "B" as provided, and at the locations directed by the Airport Manager, Engineer or designee.

EXHIBIT "B"

METHOD OF COMPENSATION

1.0 PURPOSE:

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

2.0 ASSIGNMENT OF WORK:

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

3.0 COMPENSATION:

There is no Budgetary Ceiling; funds will be encumbered for each Letter of Authorization.

This is a Term Contract for an Indefinite Quantity whereby the Vendor agrees to furnish services during a prescribed period of time. The specific period of time completes such a contract. The customer will authorize services based on need and availability of budget. Execution of this Agreement does not guarantee that the work will be authorized.

4.0 ESTABLISHMENT OF LETTER OF AUTHORIZATION AMOUNT:

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

5.0 PROGRESS PAYMENTS:

The Vendor shall submit monthly invoices to the customer in a format acceptable to the customer. For the **satisfactory performance** of the services detailed in each "Letter of Authorization", the Vendor shall be paid up to the Maximum Amount of each Authorization. Payment for services shall be made at the contract rates in Exhibit "C". The contract rates shall include the costs of salaries, overhead, fringe benefits and operating margin.

6.0 DETAILS OF UNIT RATES:

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

7.0 TANGIBLE PERSONAL PROPERTY:

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

EXHIBIT "C" "PRICE PROPOSAL"

See Attachment A - AC No.: 150/5370-10F for Specifications

District 1 Counties – Polk, Manatee, Hardee, Okeechobee, Highlands, DeSoto,
Sarasota, Charlotte, Glades, Lee, Hendry and Collier.

Item Number	Item Description	Price
P-101-5-1	Rubber Removal	\$ 0.100 sq.ft
P-101-5-2	Surface Preparation, Cleaning of existing markings	
P-101-5-2-1	Surface Preparation – (0-5,000 sq.ft)	\$ 0.150 sq.ft
P-101-5-2-2	Surface Preparation – (5,001-20,000 sq.ft)	\$ 0.100 sq.ft
P-101-5-2-3	Surface Preparation – (>20,000 sq.ft)	\$ 0.005 sq.ft
P-101-5-3	Paint Removal (Grinding)	\$ 0.940 sq.ft
P-101-5-4	Paint Removal (Waterblasting)	\$ 1.640 sq.ft
P-101-5-5	Paint Removal (Combination of methods)	\$ 1.740 sq.ft
P-620-1-0	Runway/Taxiway Painting	
P-620-1-1-1	Runway/Taxiway Painting – White (0-5,000 sq.ft)	\$ 0.150 sq.ft
P-620-1-1-2	Runway/Taxiway Painting – White (5,001-20,000 sq.ft)	\$ 0.150 sq.ft
P-620-1-1-3	Runway/Taxiway Painting – White (>20,000 sq.ft)	\$ 0.150 sq.ft
P-620-1-2-1	Runway/Taxiway Painting – Yellow (0-5,000 sq.ft)	\$ 0.150 sq.ft
P-620-1-2-2	Runway/Taxiway Painting – Yellow (5,001-20,000 sq.ft)	\$ 0.150 sq.ft
P-620-1-2-3	Runway/Taxiway Painting – Yellow (>20,000 sq.ft)	\$ 0.150 sq.ft
P-620-1-3-1	Runway/Taxiway Painting – Black (0-5,000 sq.ft)	\$ 0.200 sq.ft
P-620-1-3-2	Runway/Taxiway Painting – Black (5,001-20,000 sq.ft)	\$ 0.250 sq.ft
P-620-1-3-3	Runway/Taxiway Painting – Black (>20,000 sq.ft)	\$ 0.200 sq.ft
P-620-1-4-1	Runway/Taxiway Painting – Red (0-5,000 sq.ft)	\$ 0.030 sq.ft
P-620-1-4-2	Runway/Taxiway Painting – Red (5,001-20,000 sq.ft)	\$ 0.030 sq.ft
P-620-1-4-3	Runway/Taxiway Painting – Red (>20,000 sq.ft)	\$ 0.030 sq.ft
P-620-1-5-1	Runway/Taxiway Painting – Green (0-5,000 sq.ft)	\$ 0.150 sq.ft
P-620-1-5-2	Runway/Taxiway Painting – Green (5,001-20,000 sq.ft)	\$ 0.150 sq.ft
P-620-1-5-3	Runway/Taxiway Painting – Green (>20,000 sq.ft)	\$ 0.150 sq.ft
P-620-1-6	Runway/Taxiway Painting – Temporary, Primer Coat	\$ 0.150 sq.ft
P-620-2-0	Reflective Media	
P-620-2-1	Reflective Media – (Type I)	\$ 0.250 sq.ft
P-620-2-2	Reflective Media – (Type III)	\$ 0.490 sq.ft
P-620-3-0	Paint Enhancements	
P-620-3-1-1	Paint Enhancements – Biocide Additive	\$ 0.100 sq.ft
P-620-3-1-2	Paint Enhancements – Rust Discoloration Formulation	\$ 0.100 sq.ft
P-620-4-0	Surface Painted Signs	
P-620-4-1	Surface Painted Signs (Waterborne)	\$ 2.890 sq.ft
P-620-4-2	Surface Painted Signs (Preformed Thermoplastic)	\$ 16.890 sq.ft
P-620-5-0	Miscellaneous	
P-620-5-1	Set up Cost (Cost shall include all mobilization costs, cost of salaries, overhead, fringe benefits, operating margin, expenses and travel expenses)	\$ 0.110 Sq.ft
P-620-5-2	Night Time Work Required due to Airport Schedule ONLY	\$ 0.150 Sq.ft

EXHIBIT "C"
"PRICE PROPOSAL"

District 2 Counties – Madison, Hamilton, Taylor, Suwannee, Lafayette, Dixie, Gilchrist, Levy, Columbia, Union Bradford, Baker, Alachua, Nassau, Duval, Clay, St. John, and Putnam.

Item Number	Item Description	Price
P-101-5-1	Rubber Removal	\$ 0.100 sq.ft
P-101-5-2	Surface Preparation, Cleaning of existing markings	
P-101-5-2-1	Surface Preparation – (0-5,000 sq.ft)	\$0.150 sq.ft
P-101-5-2-2	Surface Preparation – (5,001-20,000 sq.ft)	\$0.100 sq.ft
P-101-5-2-3	Surface Preparation – (>20,000 sq.ft)	\$0.005 sq.ft
P-101-5-3	Paint Removal (Grinding)	\$0.940 sq.ft
P-101-5-4	Paint Removal (Waterblasting)	\$1.640 sq.ft
P-101-5-5	Paint Removal (Combination of methods)	\$1.740 sq.ft
P-620-1-0	Runway/Taxiway Painting	
P-620-1-1-1	Runway/Taxiway Painting – White (0-5,000 sq.ft)	\$ 0.150 sq.ft
P-620-1-1-2	Runway/Taxiway Painting – White (5,001-20,000 sq.ft)	\$ 0.150 sq.ft
P-620-1-1-3	Runway/Taxiway Painting – White (>20,000 sq.ft)	\$ 0.150 sq.ft
P-620-1-2-1	Runway/Taxiway Painting – Yellow (0-5,000 sq.ft)	\$ 0.150 sq.ft
P-620-1-2-2	Runway/Taxiway Painting – Yellow (5,001-20,000 sq.ft)	\$ 0.150 sq.ft
P-620-1-2-3	Runway/Taxiway Painting – Yellow (>20,000 sq.ft)	\$ 0.150 sq.ft
P-620-1-3-1	Runway/Taxiway Painting – Black (0-5,000 sq.ft)	\$ 0.200 sq.ft
P-620-1-3-2	Runway/Taxiway Painting – Black (5,001-20,000 sq.ft)	\$ 0.250 sq.ft
P-620-1-3-3	Runway/Taxiway Painting – Black (>20,000 sq.ft)	\$ 0.200 sq.ft
P-620-1-4-1	Runway/Taxiway Painting – Red (0-5,000 sq.ft)	\$ 0.030 sq.ft
P-620-1-4-2	Runway/Taxiway Painting – Red (5,001-20,000 sq.ft)	\$ 0.030 sq.ft
P-620-1-4-3	Runway/Taxiway Painting – Red (>20,000 sq.ft)	\$ 0.030 sq.ft
P-620-1-5-1	Runway/Taxiway Painting – Green (0-5,000 sq.ft)	\$ 0.150 sq.ft
P-620-1-5-2	Runway/Taxiway Painting – Green (5,001-20,000 sq.ft)	\$ 0.150 sq.ft
P-620-1-5-3	Runway/Taxiway Painting – Green (>20,000 sq.ft)	\$ 0.150 sq.ft
P-620-1-6	Runway/Taxiway Painting – Temporary, Primer Coat	\$ 0.150 sq.ft
P-620-2-0	Reflective Media	
P-620-2-1	Reflective Media – (Type I)	\$ 0.250 sq.ft
P-620-2-2	Reflective Media – (Type III)	\$ 0.490 sq.ft
P-620-3-0	Paint Enhancements	
P-620-3-1-1	Paint Enhancements – Biocide Additive	\$ 0.100 sq.ft
P-620-3-1-2	Paint Enhancements – Rust Discoloration Formulation	\$ 0.100 sq.ft
P-620-4-0	Surface Painted Signs	
P-620-4-1	Surface Painted Signs (Waterborne)	\$ 2.890 sq.ft
P-620-4-2	Surface Painted Signs (Preformed Thermoplastic)	\$ 16.890 sq.ft
P-620-5-0	Miscellaneous	
P-620-5-1	Set up Cost (Cost shall include all mobilization costs, cost of salaries, overhead, fringe benefits, operating margin, expenses and travel expenses)	\$ 0.110 Sq.ft
P-620-5-2	Night Time Work Required due to Airport Schedule ONLY	\$ 0.150 !Sq.ft

EXHIBIT "C" "PRICE PROPOSAL"

District 3 Counties – Escambia, Santa Rosa, Okaloosa, Walton, Holmes, Jackson, Washington, Bay, Calhoun, Liberty, Gulf, Gadsden, Wakulla, Franklin, Leon, and Jefferson.

Item Number	Item Description	Price
P-101-5-1	Rubber Removal	\$0.100 sq.ft
P-101-5-2	Surface Preparation, Cleaning of existing markings	
P-101-5-2-1	Surface Preparation – (0-5,000 sq.ft)	\$0.150 sq.ft
P-101-5-2-2	Surface Preparation – (5,001-20,000 sq.ft)	\$0.100 sq.ft
P-101-5-2-3	Surface Preparation – (>20,000 sq.ft)	\$0.005 sq.ft
P-101-5-3	Paint Removal (Grinding)	\$0.940 sq.ft
P-101-5-4	Paint Removal (Waterblasting)	\$1.640 sq.ft
P-101-5-5	Paint Removal (Combination of methods)	\$1.740 sq.ft
P-620-1-0	Runway/Taxiway Painting	
P-620-1-1-1	Runway/Taxiway Painting – White (0-5,000 sq.ft)	\$ 0.150 sq.ft
P-620-1-1-2	Runway/Taxiway Painting – White (5,001-20,000 sq.ft)	\$ 0.150 sq.ft
P-620-1-1-3	Runway/Taxiway Painting – White (>20,000 sq.ft)	\$ 0.150 sq.ft
P-620-1-2-1	Runway/Taxiway Painting – Yellow (0-5,000 sq.ft)	\$ 0.150 sq.ft
P-620-1-2-2	Runway/Taxiway Painting – Yellow (5,001-20,000 sq.ft)	\$ 0.150 sq.ft
P-620-1-2-3	Runway/Taxiway Painting – Yellow (>20,000 sq.ft)	\$ 0.150 sq.ft
P-620-1-3-1	Runway/Taxiway Painting – Black (0-5,000 sq.ft)	\$ 0.200 sq.ft
P-620-1-3-2	Runway/Taxiway Painting – Black (5,001-20,000 sq.ft)	\$ 0.250 sq.ft
P-620-1-3-3	Runway/Taxiway Painting – Black (>20,000 sq.ft)	\$ 0.200 sq.ft
P-620-1-4-1	Runway/Taxiway Painting – Red (0-5,000 sq.ft)	\$ 0.030 sq.ft
P-620-1-4-2	Runway/Taxiway Painting – Red (5,001-20,000 sq.ft)	\$ 0.030 sq.ft
P-620-1-4-3	Runway/Taxiway Painting – Red (>20,000 sq.ft)	\$ 0.030 sq.ft
P-620-1-5-1	Runway/Taxiway Painting – Green (0-5,000 sq.ft)	\$ 0.150 sq.ft
P-620-1-5-2	Runway/Taxiway Painting – Green (5,001-20,000 sq.ft)	\$ 0.150 sq.ft
P-620-1-5-3	Runway/Taxiway Painting – Green (>20,000 sq.ft)	\$ 0.150 sq.ft
P-620-1-6	Runway/Taxiway Painting – Temporary, Primer Coat	\$ 0.150 sq.ft
P-620-2-0	Reflective Media	
P-620-2-1	Reflective Media – (Type I)	\$ 0.250 sq.ft
P-620-2-2	Reflective Media – (Type III)	\$ 0.490 sq.ft
P-620-3-0	Paint Enhancements	
P-620-3-1-1	Paint Enhancements – Biocide Additive	\$ 0.100 sq.ft
P-620-3-1-2	Paint Enhancements – Rust Discoloration Formulation	\$ 0.100 sq.ft
P-620-4-0	Surface Painted Signs	
P-620-4-1	Surface Painted Signs (Waterborne)	\$ 2.890 sq.ft
P-620-4-2	Surface Painted Signs (Preformed Thermoplastic)	\$ 16.890 sq.ft
P-620-5-0	Miscellaneous	
P-620-5-1	Set up Cost (Cost shall include all mobilization costs, cost of salaries, overhead, fringe benefits, operating margin, expenses and travel expenses)	\$0.110 Sq.ft.
P-620-5-2	Night Time Work Required due to Airport Schedule ONLY	\$ 0.150 sq.ft

EXHIBIT "C"
"PRICE PROPOSAL"

District 4 Counties – Indian River, St. Lucie, Martin, Palm Beach and Broward.

Item Number	Item Description	Price
P-101-5-1	Rubber Removal	\$ 0.100 sq.ft
P-101-5-2	Surface Preparation, Cleaning of existing markings	
P-101-5-2-1	Surface Preparation – (0-5,000 sq.ft)	\$ 0.150 sq.ft
P-101-5-2-2	Surface Preparation – (5,001-20,000 sq.ft)	\$ 0.100 sq.ft
P-101-5-2-3	Surface Preparation – (>20,000 sq.ft)	\$ 0.005 sq.ft
P-101-5-3	Paint Removal (Grinding)	\$ 0.940 sq.ft
P-101-5-4	Paint Removal (Waterblasting)	\$ 1.640 sq.ft
P-101-5-5	Paint Removal (Combination of methods)	\$ 1.740 sq.ft
P-620-1-0	Runway/Taxiway Painting	
P-620-1-1-1	Runway/Taxiway Painting – White (0-5,000 sq.ft)	\$ 0.150 sq.ft
P-620-1-1-2	Runway/Taxiway Painting – White (5,001-20,000 sq.ft)	\$ 0.150 sq.ft
P-620-1-1-3	Runway/Taxiway Painting – White (>20,000 sq.ft)	\$ 0.150 sq.ft
P-620-1-2-1	Runway/Taxiway Painting – Yellow (0-5,000 sq.ft)	\$ 0.150 sq.ft
P-620-1-2-2	Runway/Taxiway Painting – Yellow (5,001-20,000 sq.ft)	\$ 0.150 sq.ft
P-620-1-2-3	Runway/Taxiway Painting – Yellow (>20,000 sq.ft)	\$ 0.150 sq.ft
P-620-1-3-1	Runway/Taxiway Painting – Black (0-5,000 sq.ft)	\$ 0.200 sq.ft
P-620-1-3-2	Runway/Taxiway Painting – Black (5,001-20,000 sq.ft)	\$ 0.250 sq.ft
P-620-1-3-3	Runway/Taxiway Painting – Black (>20,000 sq.ft)	\$ 0.200 sq.ft
P-620-1-4-1	Runway/Taxiway Painting – Red (0-5,000 sq.ft)	\$ 0.030 sq.ft
P-620-1-4-2	Runway/Taxiway Painting – Red (5,001-20,000 sq.ft)	\$ 0.030 sq.ft
P-620-1-4-3	Runway/Taxiway Painting – Red (>20,000 sq.ft)	\$ 0.030 sq.ft
P-620-1-5-1	Runway/Taxiway Painting – Green (0-5,000 sq.ft)	\$ 0.150 sq.ft
P-620-1-5-2	Runway/Taxiway Painting – Green (5,001-20,000 sq.ft)	\$ 0.150 sq.ft
P-620-1-5-3	Runway/Taxiway Painting – Green (>20,000 sq.ft)	\$ 0.150 sq.ft
P-620-1-6	Runway/Taxiway Painting – Temporary, Primer Coat	\$ 0.150 sq.ft
P-620-2-0	Reflective Media	
P-620-2-1	Reflective Media – (Type I)	\$ 0.250 sq.ft
P-620-2-2	Reflective Media – (Type III)	\$ 0.490 sq.ft
P-620-3-0	Paint Enhancements	
P-620-3-1-1	Paint Enhancements – Biocide Additive	\$ 0.100 sq.ft
P-620-3-1-2	Paint Enhancements – Rust Discoloration Formulation	\$ 0.100 sq.ft
P-620-4-0	Surface Painted Signs	
P-620-4-1	Surface Painted Signs (Waterborne)	\$ 2.890 sq.ft
P-620-4-2	Surface Painted Signs (Preformed Thermoplastic)	\$ 16.890 sq.ft
P-620-5-0	Miscellaneous	
P-620-5-1	Set up Cost (Cost shall include all mobilization costs, cost of salaries, overhead, fringe benefits, operating margin, expenses and travel expenses)	\$ 0.110 Sq.ft
P-620-5-2	Night Time Work Required due to Airport Schedule ONLY	\$ 0.150 Sq.ft

EXHIBIT "C" "PRICE PROPOSAL"

**District 5 Counties – Flagler, Marion, Volusia, Seminole, Lake, Sumter, Orange,
Brevard and Osceola.**

Item Number	Item Description	Price
P-101-5-1	Rubber Removal	\$ 0.100 sq.ft
P-101-5-2	Surface Preparation, Cleaning of existing markings	
P-101-5-2-1	Surface Preparation – (0-5,000 sq.ft)	\$ 0.150 sq.ft
P-101-5-2-2	Surface Preparation – (5,001-20,000 sq.ft)	\$ 0.100 sq.ft
P-101-5-2-3	Surface Preparation – (>20,000 sq.ft)	\$ 0.005 sq.ft
P-101-5-3	Paint Removal (Grinding)	\$ 0.940 sq.ft
P-101-5-4	Paint Removal (Waterblasting)	\$ 1.740 sq.ft
P-101-5-5	Paint Removal (Combination of methods)	\$ 1.740 sq.ft
P-620-1-0	Runway/Taxiway Painting	
P-620-1-1-1	Runway/Taxiway Painting – White (0-5,000 sq.ft)	\$ 0.150 sq.ft
P-620-1-1-2	Runway/Taxiway Painting – White (5,001-20,000 sq.ft)	\$ 0.150 sq.ft
P-620-1-1-3	Runway/Taxiway Painting – White (>20,000 sq.ft)	\$ 0.150 sq.ft
P-620-1-2-1	Runway/Taxiway Painting – Yellow (0-5,000 sq.ft)	\$ 0.150 sq.ft
P-620-1-2-2	Runway/Taxiway Painting – Yellow (5,001-20,000 sq.ft)	\$ 0.150 sq.ft
P-620-1-2-3	Runway/Taxiway Painting – Yellow (>20,000 sq.ft)	\$ 0.150 sq.ft
P-620-1-3-1	Runway/Taxiway Painting – Black (0-5,000 sq.ft)	\$ 0.200 sq.ft
P-620-1-3-2	Runway/Taxiway Painting – Black (5,001-20,000 sq.ft)	\$ 0.250 sq.ft
P-620-1-3-3	Runway/Taxiway Painting – Black (>20,000 sq.ft)	\$ 0.200 sq.ft
P-620-1-4-1	Runway/Taxiway Painting – Red (0-5,000 sq.ft)	\$ 0.030 sq.ft
P-620-1-4-2	Runway/Taxiway Painting – Red (5,001-20,000 sq.ft)	\$ 0.030 sq.ft
P-620-1-4-3	Runway/Taxiway Painting – Red (>20,000 sq.ft)	\$ 0.030 sq.ft
P-620-1-5-1	Runway/Taxiway Painting – Green (0-5,000 sq.ft)	\$ 0.150 sq.ft
P-620-1-5-2	Runway/Taxiway Painting – Green (5,001-20,000 sq.ft)	\$ 0.150 sq.ft
P-620-1-5-3	Runway/Taxiway Painting – Green (>20,000 sq.ft)	\$ 0.150 sq.ft
P-620-1-6	Runway/Taxiway Painting – Temporary, Primer Coat	\$ 0.150 sq.ft
P-620-2-0	Reflective Media	
P-620-2-1	Reflective Media – (Type I)	\$ 0.250 sq.ft
P-620-2-2	Reflective Media – (Type III)	\$ 0.490 sq.ft
P-620-3-0	Paint Enhancements	
P-620-3-1-1	Paint Enhancements – Biocide Additive	\$ 0.100 sq.ft
P-620-3-1-2	Paint Enhancements – Rust Discoloration Formulation	\$ 0.100 sq.ft
P-620-4-0	Surface Painted Signs	
P-620-4-1	Surface Painted Signs (Waterborne)	\$ 2.890 sq.ft
P-620-4-2	Surface Painted Signs (Preformed Thermoplastic)	\$ 18.890 sq.ft
P-620-5-0	Miscellaneous	
P-620-5-1	Set up Cost (Cost shall include all mobilization costs, cost of salaries, overhead, fringe benefits, operating margin, expenses and travel expenses)	\$ 0.110 Sq.ft
P-620-5-2	Night Time Work Required due to Airport Schedule ONLY	\$ 0.150 sq.ft

EXHIBIT "C"
"PRICE PROPOSAL"

District 6 Counties – Miami-Dade and Monroe

Item Number	Item Description	Price
P-101-5-1	Rubber Removal	\$0.100 sq.ft
P-101-5-2	Surface Preparation, Cleaning of existing markings	
P-101-5-2-1	Surface Preparation – (0-5,000 sq.ft)	\$0.150 sq.ft
P-101-5-2-2	Surface Preparation – (5,001-20,000 sq.ft)	\$0.100 sq.ft
P-101-5-2-3	Surface Preparation – (>20,000 sq.ft)	\$0.005 sq.ft
P-101-5-3	Paint Removal (Grinding)	\$0.940 sq.ft
P-101-5-4	Paint Removal (Waterblasting)	\$1.640 sq.ft
P-101-5-5	Paint Removal (Combination of methods)	\$1.740 sq.ft
P-620-1-0	Runway/Taxiway Painting	
P-620-1-1-1	Runway/Taxiway Painting – White (0-5,000 sq.ft)	\$ 0.150 sq.ft
P-620-1-1-2	Runway/Taxiway Painting – White (5,001-20,000 sq.ft)	\$ 0.150 sq.ft
P-620-1-1-3	Runway/Taxiway Painting – White (>20,000 sq.ft)	\$ 0.150 sq.ft
P-620-1-2-1	Runway/Taxiway Painting – Yellow (0-5,000 sq.ft)	\$ 0.150 sq.ft
P-620-1-2-2	Runway/Taxiway Painting – Yellow (5,001-20,000 sq.ft)	\$ 0.150 sq.ft
P-620-1-2-3	Runway/Taxiway Painting – Yellow (>20,000 sq.ft)	\$ 0.150 sq.ft
P-620-1-3-1	Runway/Taxiway Painting – Black (0-5,000 sq.ft)	\$ 0.200 sq.ft
P-620-1-3-2	Runway/Taxiway Painting – Black (5,001-20,000 sq.ft)	\$ 0.250 sq.ft
P-620-1-3-3	Runway/Taxiway Painting – Black (>20,000 sq.ft)	\$ 0.200 sq.ft
P-620-1-4-1	Runway/Taxiway Painting – Red (0-5,000 sq.ft)	\$ 0.030 sq.ft
P-620-1-4-2	Runway/Taxiway Painting – Red (5,001-20,000 sq.ft)	\$ 0.030 sq.ft
P-620-1-4-3	Runway/Taxiway Painting – Red (>20,000 sq.ft)	\$ 0.030 sq.ft
P-620-1-5-1	Runway/Taxiway Painting – Green (0-5,000 sq.ft)	\$ 0.150 sq.ft
P-620-1-5-2	Runway/Taxiway Painting – Green (5,001-20,000 sq.ft)	\$ 0.150 sq.ft
P-620-1-5-3	Runway/Taxiway Painting – Green (>20,000 sq.ft)	\$ 0.150 sq.ft
P-620-1-6	Runway/Taxiway Painting – Temporary, Primer Coat	\$ 0.150 sq.ft
P-620-2-0	Reflective Media	
P-620-2-1	Reflective Media – (Type I)	\$ 0.250 sq.ft
P-620-2-2	Reflective Media – (Type III)	\$ 0.490 sq.ft
P-620-3-0	Paint Enhancements	
P-620-3-1-1	Paint Enhancements – Biocide Additive	\$ 0.100 sq.ft
P-620-3-1-2	Paint Enhancements – Rust Discoloration Formulation	\$ 0.100 sq.ft
P-620-4-0	Surface Painted Signs	
P-620-4-1	Surface Painted Signs (Waterborne)	\$ 2.890 sq.ft
P-620-4-2	Surface Painted Signs (Preformed Thermoplastic)	\$ 18.890 sq.ft
P-620-5-0	Miscellaneous	
P-620-5-1	Set up Cost (Cost shall include all mobilization costs, cost of salaries, overhead, fringe benefits, operating margin, expenses and travel expenses)	\$0.110 Sq.ft
P-620-5-2	Night Time Work Required due to Airport Schedule ONLY	\$0.150 Sq.ft

EXHIBIT "C"
"PRICE PROPOSAL"

District 7 Counties – Citrus, Hernando, Pasco, Hillsborough and Pinellas.

Item Number	Item Description	Price
P-101-5-1	Rubber Removal	\$ 0.100 sq.ft
P-101-5-2	Surface Preparation, Cleaning of existing markings	
P-101-5-2-1	Surface Preparation – (0-5,000 sq.ft)	\$ 0.150 sq.ft
P-101-5-2-2	Surface Preparation – (5,001-20,000 sq.ft)	\$ 0.100 sq.ft
P-101-5-2-3	Surface Preparation – (>20,000 sq.ft)	\$ 0.005 sq.ft
P-101-5-3	Paint Removal (Grinding)	\$ 0.940 sq.ft
P-101-5-4	Paint Removal (Waterblasting)	\$ 1.640 sq.ft
P-101-5-5	Paint Removal (Combination of methods)	\$ 1.740 sq.ft
P-620-1-0	Runway/Taxiway Painting	
P-620-1-1-1	Runway/Taxiway Painting – White (0-5,000 sq.ft)	\$ 0.150 sq.ft
P-620-1-1-2	Runway/Taxiway Painting – White (5,001-20,000 sq.ft)	\$ 0.150 sq.ft
P-620-1-1-3	Runway/Taxiway Painting – White (>20,000 sq.ft)	\$ 0.150 sq.ft
P-620-1-2-1	Runway/Taxiway Painting – Yellow (0-5,000 sq.ft)	\$ 0.150 sq.ft
P-620-1-2-2	Runway/Taxiway Painting – Yellow (5,001-20,000 sq.ft)	\$ 0.150 sq.ft
P-620-1-2-3	Runway/Taxiway Painting – Yellow (>20,000 sq.ft)	\$ 0.150 sq.ft
P-620-1-3-1	Runway/Taxiway Painting – Black (0-5,000 sq.ft)	\$ 0.200 sq.ft
P-620-1-3-2	Runway/Taxiway Painting – Black (5,001-20,000 sq.ft)	\$ 0.250 sq.ft
P-620-1-3-3	Runway/Taxiway Painting – Black (>20,000 sq.ft)	\$ 0.200 sq.ft
P-620-1-4-1	Runway/Taxiway Painting – Red (0-5,000 sq.ft)	\$ 0.030 sq.ft
P-620-1-4-2	Runway/Taxiway Painting – Red (5,001-20,000 sq.ft)	\$ 0.030 sq.ft
P-620-1-4-3	Runway/Taxiway Painting – Red (>20,000 sq.ft)	\$ 0.030 sq.ft
P-620-1-5-1	Runway/Taxiway Painting – Green (0-5,000 sq.ft)	\$ 0.150 sq.ft
P-620-1-5-2	Runway/Taxiway Painting – Green (5,001-20,000 sq.ft)	\$ 0.150 sq.ft
P-620-1-5-3	Runway/Taxiway Painting – Green (>20,000 sq.ft)	\$ 0.150 sq.ft
P-620-1-6	Runway/Taxiway Painting – Temporary, Primer Coat	\$ 0.150 sq.ft
P-620-2-0	Reflective Media	
P-620-2-1	Reflective Media – (Type I)	\$ 0.250 sq.ft
P-620-2-2	Reflective Media – (Type III)	\$ 0.490 sq.ft
P-620-3-0	Paint Enhancements	
P-620-3-1-1	Paint Enhancements – Biocide Additive	\$ 0.100 sq.ft
P-620-3-1-2	Paint Enhancements – Rust Discoloration Formulation	\$ 0.100 sq.ft
P-620-4-0	Surface Painted Signs	
P-620-4-1	Surface Painted Signs (Waterborne)	\$ 2.890 sq.ft
P-620-4-2	Surface Painted Signs (Preformed Thermoplastic)	\$ 16.890 sq.ft
P-620-5-0	Miscellaneous	
P-620-5-1	Set up Cost (Cost shall include all mobilization costs, cost of salaries, overhead, fringe benefits, operating margin, expenses and travel expenses)	\$ 0.110 Sq.ft
P-620-5-2	Night Time Work Required due to Airport Schedule ONLY	\$ 0.150 Sq.ft

EXHIBIT "C"
PRICE PROPOSAL

	SUM TOTAL
District 1	\$ <u>27.805</u> sq.ft.
District 2	\$ <u>27.805</u> sq.ft.
District 3	\$ <u>27.805</u> sq.ft.
District 4	\$ <u>27.805</u> sq.ft.
District 5	\$ <u>29.905</u> sq.ft.
District 6	\$ <u>29.805</u> sq.ft.
District 7	\$ <u>27.805</u> sq.ft.

MFMP Transaction Fee:

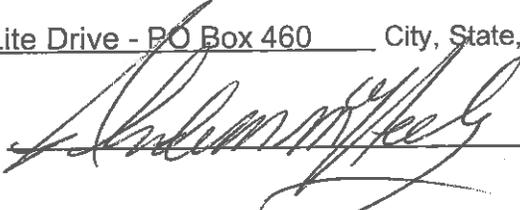
All payment(s) to the vendor resulting from this competitive solicitation **WILL** be subject to the 1% MFMP Transaction Fee in accordance with the attached Form PUR 1000 General Contract Condition #14.

NOTE: In submitting a response, the proposer acknowledges they have read and agree to the solicitation terms and conditions and their submission is made in conformance with those terms and conditions.

ACKNOWLEDGEMENT: I certify that I have read and agree to abide by all terms and conditions of this solicitation and that I am authorized to sign for the proposer. I certify that the response submitted is made in conformance with all requirements of the solicitation.

Proposer: Hi-Lite Markings, Inc. FEID # 16-1381276

Address: 18249 Hi-Lite Drive - PO Box 460 City, State, Zip Adams Center, NY 13606

Authorized Signature:  Date: November 21, 2013

Printed / Typed: Rhonda M. McNeely Title: Vice President/Sales

TERMS FOR FEDERAL AID CONTRACTS (APPENDIX I):
CONTRACT (Purchase Order) # BOX 68

The following terms apply to all contracts in which it is indicated in Section 7.B of the Standard Written Agreement, the Master Agreement Terms and Conditions, the Contractual Services Agreement, or the Purchase Order Terms and Conditions, that the contract involves the expenditure of federal funds:

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

Contractor becomes involved in, or is threatened with, litigation with a sub-contractor or supplier as a result of such direction, the Contractor may request the *Florida Department of Transportation* to enter into such litigation to protect the interests of the *Florida Department of Transportation*, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

- I. Interest of Members of Congress: No member of or delegate to the Congress of the United States shall be admitted to any share or part of this contract or to any benefit arising there from.
- J. Interest of Public Officials: No member, officer, or employee of the public body or of a local public body during his tenure or for one year thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof. For purposes of this provision, public body shall include municipalities and other political subdivisions of States; and public corporations, boards, and commissions established under the laws of any State.
- K. Participation by Disadvantaged Business Enterprises: The Consultant shall agree to abide by the following statement from 49 CFR 26.13(b). This statement shall be included in all subsequent agreements between the Consultant and any sub-consultant or contractor.

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

- L. It is mutually understood and agreed that the willful falsification, distortion or misrepresentation with respect to any facts related to the project(s) described in this Agreement is a violation of the Federal Law. Accordingly, United States Code, Title 18, Section 1020, is hereby incorporated by reference and made a part of this Agreement.
- M. It is understood and agreed that if the Consultant at any time learns that the certification it provided the Department in compliance with 49 CFR, Section 26.51, was erroneous when submitted or has become erroneous by reason of changed circumstances, the Consultant shall provide immediate written notice to the Department. It is further agreed that the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction" as set forth in 49 CFR, Section 29.510, shall be included by the Consultant in all lower tier covered transactions and in all aforementioned federal regulation.
- N. The Department hereby certifies that neither the consultant nor the consultant's representative has been required by the Department, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this contract, to
 1. employ or retain, or agree to employ or retain, any firm or person, or
 2. pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind;

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

- O. The Consultant hereby certifies that it has not:
 1. employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above contractor) to solicit or secure this contract;
 2. agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out this contract; or
 3. paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above contractor) any fee contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the contract.

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

ATTACHMENT "A"

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Item P-620 Runway and Taxiway Marking**DESCRIPTION**

620-1.1 This item shall consist of the preparation and painting of numbers, markings, and stripes on the surface of runways, taxiways, and aprons, in accordance with these specifications and at the locations shown on the plans, or as directed by the Engineer. The terms "paint" and "marking material" as well as "painting" and "application of markings" are interchangeable throughout this specification.

MATERIALS

620-2.1 Materials acceptance. The Contractor shall furnish manufacturer's certified test reports for materials shipped to the project. The certified test reports shall include a statement that the materials meet the specification requirements. The reports can be used for material acceptance or the Engineer may perform verification testing. The reports shall not be interpreted as a basis for payment. The Contractor shall notify the Engineer upon arrival of a shipment of materials to the site. All material shall arrive in sealed containers 55 gallons or smaller for inspection by the Engineer. Material shall not be loaded into the equipment until inspected by the Engineer.

620-2.2 Marking materials. Paint shall be [waterborne, epoxy, methacrylate, solvent-base, or preformed thermoplastic] in accordance with the requirements of paragraph 620-2.2 [____]. Paint shall be furnished in [____] in accordance with Federal Standard No. 595.

The Engineer shall specify paint type (s) and appropriate paragraph number (s).

The Engineer shall insert the colors to be used on a project from the following list:

<u>Fed Std. No 595 Color</u>	<u>Number</u>
White	37925
Red	31136
Yellow	33538 or 33655
Black	37038
Pink	1 part 31136 to 2 parts 37925
Green	34108

Waterborne or solvent base black paint should be used to outline a border at least 6 inch (150 mm) wide around markings on all light colored pavements. Preformed thermoplastic markings shall have a non-reflectorized black border integral to the marking.

For TT-P-1952E and A-A-2886B paints, the Engineer shall specify the type required:

- **Type I is intended for those locations where slower tracking is not a problem.**
- **Type II is intended for locations where faster curing is desirable.**

- **Type III requires the use of cross linking resin which will produce a thicker, more durable coating.**

When more than one paint type is specified, the plans should clearly indicate paint type for each marking.

[**a. Waterborne.** Paint shall meet the requirements of Federal Specification TT-P-1952E, [Type I] [Type II] [Type III]. The non-volatile portion of the vehicle for all paint types shall be composed of a 100% acrylic polymer as determined by infrared spectral analysis. [The acrylic resin used for Type III shall be 100% cross linking acrylic as evidenced by infrared peaks at wavelengths 1568, 1624, and 1672 cm-1 with intensities equal to those produced by an acrylic resin known to be 100% cross linking.]

[**b. Epoxy.** Paint shall be a two component, minimum 99% solids type system conforming to the following:

(1) **Pigments.** Component A. Percent by weight.

(a) **White:**

Titanium Dioxide, ASTM D476, type II shall be 18% minimum (16.5% minimum at 100% purity).

(b) **Yellow and Colors:**

Titanium Dioxide, ASTM D476, type II shall be 14 to 17%.

Organic yellow, other colors, and tinting as required to meet color standard.

Epoxy resin shall be 75 to 79%.

(2) **Epoxy content.** Component A. The weight per epoxy equivalent, when tested in accordance with ASTM D1652 shall be the manufacturer's target ± 50 .

(3) **Amine number.** Component B. When tested in accordance with ASTM D2074 shall be the manufacturer's target ± 50 .

(4) **Prohibited materials.** The manufacturer shall certify that the product does not contain mercury, lead, hexavalent chromium, halogenated solvents, nor any carcinogen as defined in 29 CFR 1910.1200 in amounts exceeding permissible limits as specified in relevant Federal Regulations.

(5) **Daylight directional reflectance.**

(a) **White:** The daylight directional reflectance of the white paint shall not be less than 75% (relative to magnesium oxide), when tested in accordance with ASTM E2302.

(b) **Yellow:** The daylight directional reflectance of the yellow paint shall not be less than 55% (relative to magnesium oxide), when tested in accordance with ASTM E2302. The x and y values shall be consistent with the Federal Hegman yellow color standard chart for traffic yellow standard 33538, or shall be consistent with the tolerance listed below:

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x	.462	x	.470	x	.479	x	.501
y	.438	y	.455	y	.428	y	.452

(6) Accelerated weathering.

(a) Sample preparation. Apply the paint at a wet film thickness of 0.013 inch (0.33 mm) to four 3 × 6 inch (8 × 15 cm) aluminum panels prepared as described in ASTM E2302. Air dry the sample 48 hours under standard conditions.

(b) Testing conditions. Test in accordance with ASTM G154 using both Ultra Violet (UV-B) Light and condensate exposure, 72 hours total, alternating four (4) hour UV exposure at 140°F (60°C), and four (4) hours condensate exposure at 104°F (40°C).

(c) Evaluation. Remove the samples and condition for 24 hours under standard conditions. Determine the directional reflectance and color match using the procedures in paragraph 620-2.2b(5) above. Evaluate for conformance with the color requirements.

(7) Volatile organic content. Determine the volatile organic content in accordance with 40 CFR Part 60 Appendix A, Method 24.

(8) Dry opacity. Use ASTM E2302. The wet film thickness shall be 0.015 inch (0.38 mm). The minimum opacity for white and colors shall be 0.92.

(9) Abrasion resistance. Subject the panels prepared in paragraph 620-2.2b(6) to the abrasion test in accordance with ASTM D968, Method A, except that the inside diameter of the metal guide tube shall be from 0.747 to 0.750 inch (18.97 to 19.05 mm). Five liters (17.5 lb (7.94 kg)) of unused sand shall be used for each test panel. The test shall be run on two test panels Both baked and weathered paint films shall require not less than 150 liters (525 lbs (239 kg)) of sand for the removal of the paint films.

(10) Hardness, shore. Hardness shall be at least 80 when tested in accordance with ASTM D2240.]

[**c. Methacrylate.** Paint shall be a two component, minimum 99% solids-type system conforming to the following:

(1) Pigments. Component A. Percent by weight.

(a) White:

Titanium Dioxide, ASTM D476, type II shall be 6% minimum.
Methacrylate resin shall be 18% minimum.

(b) Yellow and Colors:

Titanium Dioxide, ASTM D476, type II shall be 6% minimum.
Organic yellow, other colors, and tinting as required to meet color standard.

Methacrylate resin shall be 18% minimum.

(2) Prohibited materials. The manufacturer shall certify that the product does not contain mercury, lead, hexavalent chromium, halogenated solvents, nor any carcinogen as defined in 29 CFR

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1910.1200 in amounts exceeding permissible limits as specified in relevant Federal Regulations.

(3) Daylight directional reflectance:

(a) White: The daylight directional reflectance of the white paint shall not be less than 80% (relative to magnesium oxide), when tested in accordance with ASTM E2302.

(b) Yellow: The daylight directional reflectance of the yellow paint shall not be less than 55% (relative to magnesium oxide), when tested in accordance with ASTM E2302. The x and y values shall be consistent with the Federal Hegman yellow color standard chart for traffic yellow standard 33538, or shall be consistent with the tolerance listed below:

x	.462	x	.470	x	.479	x	.501
y	.438	y	.455	y	.428	y	.452

(4) Accelerated weathering.

(a) Sample preparation. Apply the paint at a wet film thickness of 0.013 inch (0.33 mm) to four 3 × 6 inch (8 × 15 cm) aluminum panels prepared as described in ASTM E2302. Air dry the sample 48 hours under standard conditions.

(b) Testing conditions. Test in accordance with ASTM G154 using both Ultra Violet (UV-B) Light and condensate exposure, 72 hours total, alternating four (4) hour UV exposure at 140°F (60°C), and four (4) hours condensate exposure at 104°F (40°C).

(c) Evaluation. Remove the samples and condition for 24 hours under standard conditions. Determine the directional reflectance and color match using the procedures in paragraph 620-2.2c(3) above. Evaluate for conformance with the color requirements.

(5) Volatile organic content. Determine the volatile organic content in accordance with 40 CFR Part 60 Appendix A, Method 24.

(6) Dry opacity. Use ASTM E2302. The wet film thickness shall be 0.015 inch (0.38 mm). The minimum opacity for white and colors shall be 0.92.

(7) Abrasion resistance. Subject the panels prepared in paragraph 620-2.2c(4) to the abrasion test in accordance with ASTM D968, Method A, except that the inside diameter of the metal guide tube shall be from 0.747 to 0.750 inch (18.97 to 19.05 mm). Five liters (17.5 lb (7.94 kg)) of unused sand shall be used for each test panel. The test shall be run on two test panels Both baked and weathered paint films shall require not less than 150 liters (525 lbs (239 kg)) of sand for the removal of the paint films.

(8) Hardness, shore. Hardness shall be at least 80 when tested in accordance with ASTM D2240.]

[**d. Solvent-Base.** Paint shall meet the requirements of Commercial Item Description [A-A-2886B Type I, Type II, and Type III].]

[**e. Preformed Thermoplastic Airport Pavement Markings.** Markings must be composed of ester modified resins in conjunction with

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aggregates, pigments, and binders that have been factory produced as a finished product. The material must be impervious to degradation by aviation fuels, motor fuels, and lubricants.

(1) The markings must be able to be applied in temperatures as low as 35°F without any special storage, preheating, or treatment of the material before application.

(a) The markings must be supplied with an integral, non-reflectorized black border.

(2) Graded glass beads.

(a) The material must contain a minimum of 30% intermixed graded glass beads by weight. The intermixed beads shall conform to [Federal Specification TT-B-1325D, Type I, gradation A] [Federal Specification TT-B-1325D, Type IV].

(b) The material must have factory applied coated surface beads in addition to the intermixed beads at a rate of one (1) lb (0.45 kg) ($\pm 10\%$) per 10 square feet (1 sq m). These factory applied coated surface beads shall have a minimum of 90% true spheres, minimum refractive index of 1.50, and meet the following gradation.

Size Gradation		Retained, %	Passing, %
U.S. Mesh	μm		
12	1700	0 - 2	98 - 100
14	1400	0 - 3.5	96.5 - 100
16	1180	2 - 25	75 - 98
18	1000	28 - 63	37 - 72
20	850	63 - 72	28 - 37
30	600	67 - 77	23 - 33
50	300	89 - 95	5 - 11
80	200	97 - 100	0 - 3

(3) **Heating indicators.** The material manufacturer shall provide a method to indicate that the material has achieved satisfactory adhesion and proper bead embedment during application and that the installation procedures have been followed.

(4) Pigments. Percent by weight.

(a) White:

Titanium Dioxide, ASTM D476, type II shall be 10% minimum.

(b) Yellow and Colors:

Titanium Dioxide, ASTM D476, type II shall be 1% minimum.

Organic yellow, other colors, and tinting as required to meet color standard.

(5) **Prohibited materials.** The manufacturer shall certify that the product does not contain mercury, lead, hexavalent chromium, halogenated solvents, nor any carcinogen as defined in 29 CFR

1910.1200 in amounts exceeding permissible limits as specified in relevant Federal Regulations.

(6) Daylight directional reflectance.

(a) White: The daylight directional reflectance of the white paint shall not be less than 75% (relative to magnesium oxide), when tested in accordance with ASTM E2302.

(b) Yellow: The daylight directional reflectance of the yellow paint shall not be less than 45% (relative to magnesium oxide), when tested in accordance with ASTM E2302. The x and y values shall be consistent with the Federal Hegman yellow color standard chart for traffic yellow standard 33538, or shall be consistent with the tolerance listed below:

x	.462	x	.470	x	.479	x	.501
y	.438	y	.455	y	.428	y	.452

(7) Skid resistance. The surface, with properly applied and embedded surface beads, must provide a minimum resistance value of 45 BPN when tested according to ASTM E303.

(8) Thickness. The material must be supplied at a nominal thickness of 65 mil (1.7 mm).

(9) Environmental resistance. The material must be resistant to deterioration due to exposure to sunlight, water, salt, or adverse weather conditions and impervious to aviation fuels, gasoline, and oil.

(10) Retroreflectivity. The material, when applied in accordance with manufacturer's guidelines, must demonstrate a uniform level of nighttime retroreflection when tested in accordance to ASTM E1710.

(11) Packaging. Packaging shall protect the material from environmental conditions until installation.

(12) Preformed thermoplastic airport pavement marking requirements.

(a) The markings must be a resilient thermoplastic product with uniformly distributed glass beads throughout the entire cross-sectional area. The markings must be resistant to the detrimental effects of aviation fuels, motor fuels and lubricants, hydraulic fluids, deicers, anti-icers, protective coatings, etc. Lines, legends, and symbols must be capable of being affixed to asphalt and/or Portland cement concrete pavements by the use of a large radiant heater. Colors shall be available as required.

(b) The markings must be capable of conforming to pavement contours, breaks, and faults through the action of airport traffic at normal pavement temperatures. The markings must be capable of fully conforming to grooved pavements, including pavement grooving per advisory circular (AC) 150/5320-12, current version. The markings shall have resealing characteristics, such that it is capable of fusing with itself and previously applied thermoplastics when heated with a heat source per manufacturer's recommendation.

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(c) Multicolored markings must consist of interconnected individual pieces of preformed thermoplastic pavement marking material, which through a variety of colors and patterns, make up the desired design. The individual pieces in each large marking segment (typically more than 20 feet (6 m) long) must be factory assembled with a compatible material and interconnected so that in the field it is not necessary to assemble the individual pieces within a marking segment. Obtaining multicolored effect by overlaying materials of different colors is not acceptable due to resulting inconsistent marking thickness and inconsistent application temperature in the marking/substrate interface.

(d) The marking material must set up rapidly, permitting the access route to be re-opened to traffic after application.

(e) The marking material shall have an integral color throughout the thickness of the marking material.]

Thermoplastic airport markings will be subject to an Engineering life-cycle cost analysis prior to inclusion in specifications.

620-2.3 Reflective media. Glass beads shall meet the requirements for [___]. Glass beads shall be treated with all compatible coupling agents recommended by the manufacturers of the paint and reflective media to ensure adhesion and embedment.

Paint Color	Glass Beads, Type I, Gradation A	Glass Beads, Type III	Glass Beads, Type IV
White	See Table 1	See Table 1	See Table 1
Yellow	See Table 1	See Table 1	See Table 1
Red	See Table 1 and Note	Not used	See Table 1 and Note
Pink	See Table 1 and Note	Not used	See Table 1 and Note
Black	Not used	Not used	Not used
Green	Not used	Not used	Not used

The Engineer should insert all that will be used in the project. When more than one bead type is specified, the plans should indicate the bead type for each marking.

Federal Specification TT-B-1325D, Type I, gradation A shall be used when remarking on a frequent basis (at least every six months), and should yield at least 300 mcd/m²/lux on white markings at installation and at least 175 mcd/m²/lux on yellow markings at installation.

Federal Specification TT-B-1325D, Type III, gradation A shall be used when a higher reflective value is desired. Initial readings should yield at least 600 mcd/m²/lux on white markings and at least 300 mcd/m²/lux on yellow markings at installation.

Federal Specification TT-B-1325D, Type IV, gradation A shall be used with TT-P-1952E, Type III paint. The glass beads are larger than either Type I or Type III, thus requiring more of the coating material to properly anchor. When applied properly in 25-30 mils wet film thickness (wft) of the high build acrylic waterborne material, reflective readings should yield at least 400 mcd/m²/lux on white markings and at least 225 mdc/m²/lux on yellow markings at installation. The Engineer should consult with the paint and bead manufacturer on the use of adhesion, flow promoting, and/or flotation additives.

Preformed thermoplastic pavement markings should yield at least 225 mcd/m²/lux on white markings at installation and at least 100 mcd/m²/lux on yellow markings at installation.

Retroreflectivity shall be measured by a portable retroreflectometer according to ASTM E1710 and the practices in ASTM D7585 shall be followed for taking retroreflectivity readings with a portable retroreflectometer and computing measurement averages. A van-mounted retroreflectometer may also be used.

CONSTRUCTION METHODS

620-3.1 Weather limitations. The painting shall be performed only when the surface is dry and when the surface temperature is at least 45°F (7°C) and rising and the pavement surface temperature is at least 5°F (2.7°C) above the dew point or meets the manufacturer's recommendations. [Painting operations shall be discontinued when the surface temperature exceeds []°F ([]°C.] [Markings shall not be applied when the pavement temperature is greater than 130°F (55°C).] Markings shall not be applied when the wind speed exceeds 10 mph unless windscreens are used to shroud the material guns.

The Engineer may specify minimum and maximum surface and dew point temperatures based on paint manufacturer's recommendations.

620-3.2 Equipment. Equipment shall include the apparatus necessary to properly clean the existing surface, a mechanical marking machine, a bead dispensing machine, and such auxiliary hand-painting equipment as may be necessary to satisfactorily complete the job.

The mechanical marker shall be an atomizing spray-type or airless-type marking machine suitable for application of traffic paint. It shall produce an even and uniform film thickness at the required coverage and shall apply markings of uniform cross-sections and clear-cut edges without running or spattering and without over spray.

620-3.3 Preparation of surface. Immediately before application of the paint, the surface shall be dry and free from dirt, grease, oil, laitance, or other foreign material that would reduce the bond between the paint and the pavement. The area to be painted shall be cleaned by [waterblasting,]

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[shotblasting,][grinding] or [sandblasting] or by other methods as required to remove all contaminants without damage to the pavement surface. Use of any chemicals or impact abrasives during surface preparation shall be approved in advance by the Engineer. After the cleaning operations, sweeping, blowing, or rinsing with pressurized water shall be performed to ensure the surface is clean and free of grit or other debris left from the cleaning process.

[Paint shall not be applied to Portland cement concrete pavement until the areas to be painted are clean of curing material. Sandblasting or high-pressure water shall be used to remove curing materials.]

At least 24 hours prior to remarking existing markings, the existing markings must be removed such that [75%][90%] of the existing markings are removed with low (3,500-10,000 psi) waterblaster. After waterblasting, the surface shall be cleaned of all residue or debris either with sweeping or blowing with compressed air or both.

Prior to the initial application of markings, the Contractor shall certify in writing that the surface has been prepared in accordance with the paint manufacturer's requirements, that the application equipment is appropriate for the type of marking paint and that environmental conditions are appropriate for the material being applied. This certification along with a copy of the paint manufacturer's surface preparation and application requirements must be submitted and approved by the Engineer prior to the initial application of markings.

The Engineer should specify any additional surface preparation or test applications required and should specify the type of surface preparation to be used when existing markings interfere with or would cause adhesion problems with new markings.

Shotblasting is not recommended on grooved surfaces.

620-3.4 Layout of markings. The proposed markings shall be laid out in advance of the paint application. The locations of markings to receive glass beads shall be shown on the plans. [The locations of markings to receive silica sand shall be shown on the plans.]

Glass beads improve conspicuity and the friction characteristics of markings. At a minimum, the Engineer shall indicate the following locations to receive glass beads per AC 150/5340-1, Standards for Airport Markings:

- 1. All holding position markings used on runways, taxiways, and holding bays and used to indicate instrument landing system/microwave landing system (ILS/MLS) or precision obstacle-free zone (POFZ) critical areas.**
- 2. Runway threshold marking.**
- 3. Runway threshold bar.**
- 4. Runway aiming point marking.**
- 5. Runway designation marking.**
- 6. Runway touchdown zone markings.**

7. Runway centerline marking.
8. All taxiway centerline markings and enhanced taxiway centerline markings.
9. Geographical position marking.
10. Surface painted signs for holding position signs, taxiway direction signs, taxiway location signs, gate destination signs, and apron entrance point signs.
11. Non-movement area boundary marking

The following locations are recommended to receive glass beads:

1. Runway side stripes.
2. Taxiway edge markings.
3. Runway displaced threshold markings.
4. Runway demarcation bar.

620-3.5 Application. Paint shall be applied at the locations and to the dimensions and spacing shown on the plans. Paint shall not be applied until the layout and condition of the surface has been approved by the Engineer. The edges of the markings shall not vary from a straight line more than 1/2 inch (12 mm) in 50 feet (15 m), and marking dimensions and spacings shall be within the following tolerances:

Dimension and Spacing	Tolerance
36 inch (910 mm) or less	±1/2 inch (12 mm)
greater than 36 inch to 6 feet (910 mm to 1.85 m)	±1 inch (25 mm)
greater than 6 feet to 60 feet (1.85 m to 18.3 m)	±2 inch (50 mm)
greater than 60 feet (18.3 m)	±3 inch (76 mm)

The paint shall be mixed in accordance with the manufacturer's instructions and applied to the pavement with a marking machine at the rate shown in Table 1. The addition of thinner will not be permitted. A period of [] shall elapse between placement of a bituminous surface course or seal coat and application of the paint.

Prior to the initial application of markings, the Contractor shall certify in writing that the surface has been prepared in accordance with the paint manufacturer's requirements, that the application equipment is appropriate for the marking paint and that environmental conditions are appropriate for the material being applied. This certification along with a copy of the paint manufacturer's application and surface preparation requirements must be submitted to the Engineer prior to the initial application of markings.

620-3.6 Test strip. Prior to the full application of airfield markings, the Contractor shall produce a test strip in the presence of the Engineer. The test strip shall include the application of a minimum of 5 gallons (4 liters) of paint and application of 35 lbs (15.9 kg) of Type I/50 lbs (22.7 kg) of Type III glass beads. The test strip shall be used to establish thickness/darkness standard for all markings. The test strip shall cover no more than the maximum area prescribed in Table 1 (e.g., for 5 gallons (19 liters) of waterborne paint shall cover no more than 575 square feet (53.4 m²).

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**Table 1. Application Rates For Paint And Glass Beads
(See Note regarding Red and Pink Paint)**

Paint Type	Paint Square feet per gallon, ft ² /gal (Sq m per liter, m ² /l)	Glass Beads, Type I, Gradation A Pounds per gallon of paint-lb/gal (Km per liter of paint- kg/l)	Glass Beads, Type III Pounds per gallon of paint-lb/gal (Km per liter of paint-kg/l)	Glass Beads, Type IV Pounds per gallon of paint-lb/gal (Km per liter of paint-kg/l)
*	*	*	*	*
*	*	*	*	*

The Engineer shall specify the application rates for paint and glass beads from the following table.

Application Rates For Paint And Glass Beads For Table 1

Paint Type	Paint Square feet per gallon, ft ² /gal (Sq m per liter, m ² /l)	Glass Beads, Type I, Gradation A Pounds per gallon of paint-lb/gal (Km per liter of paint-kg/l)	Glass Beads, Type III Pounds per gallon of paint-lb/gal (Km per liter of paint-kg/l)	Glass Beads, Type IV Pounds per gallon of paint-lb/gal (Km per liter of paint-kg/l)
Waterborne Type I or II	115 ft ² /gal max (2.8 m ² /l)	7 lb/gal min (0.85 kg/l)	10 lb/gal min (1.2 kg/l)	--
Waterborne Type III	90 ft ² /gal max (2.2 m ² /l)	--	10 lb/gal min (1.2 kg/l)	
Waterborne Type III	55 ft ² /gal max (1.4 m ² /l)			8 lb/gal min (1.0 kg/l)
Solvent Base	115 ft ² /gal max (2.8 m ² /l)	7 lb/gal min (0.85 kg/l)	10 lb/gal min (1.2 kg/l)	--
Solvent Base	55 ft ² /gal max (2.2 m ² /l)	--	--	8 lb/gal min (1.0 kg/l)
Epoxy	90 ft ² /gal max (2.2 m ² /l)	15 lb/gal min (1.8 kg/l)	20 lb/gal min (2.4 kg/l)	16 lb/gal min (1.9 kg/l)
Methacrylate	45 ft ² /gal max (1.1 m ² /l)	15 lb/gal min (1.8 kg/l)	20 lb/gal min (2.4 kg/l)	16 lb/gal min (1.8 kg/l)

Note: The glass bead application rate for Red and Pink paint shall be reduced by 2 lb/gal (0.24 kg/l) for Type I and Type IV beads. Type III beads shall not be applied to Red or Pink paint.

The Engineer shall specify the time period in order to allow adequate curing of the pavement surface. The Engineer should contact the paint manufacturer to determine the wait period.

Due to the increased surface area to cover, the following should be substituted when painting Porous Friction Course with waterborne or solvent based paints:

“The paint shall be mixed in accordance with the manufacturer’s instructions and applied to the pavement with a marking machine from two directions at 50% with no glass beads in the first direction, and 100% with glass beads or sand in the other direction.”

Markings may be required before paving operations are complete. The Engineer may wish to specify waterborne or solvent-based materials for temporary markings at 30% to 50% of the specified application rates (for example, rate/0.50). No glass beads are required for temporary markings. TT-P-1952E, Type II or A-A-2886B, Type III may be used for temporary markings when reflectorized temporary markings are desired. Glass beads will not adhere well at the low application rates for temporary markings and require immediate sweeping and cleanup before aircraft are allowed to use the pavement.

It is recommended when using waterborne paints on previously unmarked asphalt or seal coat, that an initial paint coat at 50% of the permanent coverage rates be applied for white markings to reduce the discoloration that occurs.

New concrete pavements should be allowed to cure for eight to twelve weeks before removing the curing compound and installing permanent markings.

Glass beads shall be distributed upon the marked areas at the locations shown on the plans to receive glass beads immediately after application of the paint. A dispenser shall be furnished that is properly designed for attachment to the marking machine and suitable for dispensing glass beads. Glass beads shall be applied at the rate shown in Table 1. Glass beads shall not be applied to black paint or green paint. Glass beads shall adhere to the cured paint or all marking operations shall cease until corrections are made. Different bead types shall not be mixed. Regular monitoring of glass bead embedment should be performed.

All emptied containers shall be returned to the paint storage area for checking by the Engineer. The containers shall not be removed from the airport or destroyed until authorized by the Engineer.

A 24- to 30-day waiting period is recommended for all types of paint used for pavement marking. If the airport operations require pavement marking prior to the recommended waiting period, the paint may be applied in a temporary light coat application. Appropriate modifications to paragraph 3.5 should be included to specify a 30% to 50% application rate for temporary markings. Glass beads are not required for temporary markings. TT-P-1952E, Type II or A-A-2886B, Type III may be used for temporary markings when reflectorized temporary markings are desired. Glass beads will not adhere well at the low application rates for temporary markings and require immediate sweeping and cleanup before aircraft are allowed to use the pavement.

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The final application should occur after the waiting period has passed. The final marking application must be at full strength in order to adequately set the glass bead.

620-3.7 Application--preformed thermoplastic airport pavement markings.

a. Asphalt and Portland cement. To ensure minimum single-pass application time and optimum bond in the marking/substrate interface, the materials must be applied using a variable speed self-propelled mobile heater with an effective heating width of no less than 16 feet (5 m) and a free span between supporting wheels of no less than 18 feet (5.5 m). The heater must emit thermal radiation to the marking material in such a manner that the difference in temperature of 2 inches (50 mm) wide linear segments in the direction of heater travel must be within 5% of the overall average temperature of the heated thermoplastic material as it exits the heater. The material must be able to be applied at ambient and pavement temperatures down to 35°F (2°C) without any preheating of the pavement to a specific temperature. The material must be able to be applied without the use of a thermometer. The pavement shall be clean, dry, and free of debris. A non-volatile organic content (non-VOC) sealer with a maximum applied viscosity of 250 centiPoise must be applied to the pavement shortly before the markings are applied. The supplier must enclose application instructions with each box/package.

620-3.8 Protection and cleanup. After application of the markings, all markings shall be protected from damage until dry. All surfaces shall be protected from excess moisture and/or rain and from disfiguration by spatter, splashes, spillage, or drippings. The Contractor shall remove from the work area all debris, waste, loose or unadhered reflective media, and by-products generated by the surface preparation and application operations to the satisfaction of the Engineer. The Contractor shall dispose of these wastes in strict compliance with all applicable state, local, and Federal environmental statutes and regulations.

METHOD OF MEASUREMENT

620-4.1 The quantity of runway and taxiway markings to be paid for shall be [the number of square feet (square meters) of painting and the number of pounds (kg) of reflective media] [the number of square feet (square meters) of preformed markings] [one complete item in place] performed in accordance with the specifications and accepted by the Engineer.

BASIS OF PAYMENT

620-5.1 Payment shall be made at the respective contract [price per square foot (square meter)] [lump sum price] for runway and taxiway painting [, and [price per pound (kg)] [lump sum price] [price per square foot (square meter)] [lump sum price] for preformed markings] for reflective media. This price shall be full compensation for furnishing all materials and for all labor, equipment, tools, and incidentals necessary to complete the item.

Payment will be made under:

Item P-620-5.1-1 Runway and Taxiway Marking [per square foot (square meter)] [lump sum]

The Engineer should include a pay item for each paint type and color and bead type material specified.

Item P-620-5.1-2 Reflective Media [per pound (km)] [lump sum]

TESTING REQUIREMENTS

- ASTM C371 Standard Test Method for Wire-Cloth Sieve Analysis of Nonplastic Ceramic Powders
- ASTM D92 Standard Test Method for Flash and Fire Points by Cleveland Open Cup Tester
- ASTM D711 Standard Test Method for No-Pick-Up Time of Traffic Paint
- ASTM D968 Standard Test Methods for Abrasion Resistance of Organic Coatings by Falling Abrasive
- ASTM D1652 Standard Test Method for Epoxy Content of Epoxy Resins
- ASTM D2074 Standard Test Method for Total, Primary, Secondary, and Tertiary Amine Values of Fatty Amines by Alternative Indicator Method
- ASTM D2240 Standard Test Method for Rubber Property - Durometer Hardness
- ASTM D7585 Standard Practice for Evaluating Retroreflective Pavement Markings Using Portable Hand-Operated Instruments
- ASTM E1710 Standard Test Method for Measurement of Retroreflective Pavement Marking Materials with CEN-Prescribed Geometry Using a Portable Retroreflectometer
- ASTM E2302 Standard Test Method for Measurement of the Luminance Coefficient Under Diffuse Illumination of Pavement Marking Materials Using a Portable Reflectometer
- ASTM G154 Standard Practice for Operating Fluorescent Ultraviolet (UV) Lamp Apparatus for Exposure of Nonmetallic Materials

MATERIAL REQUIREMENTS

- ASTM D476 Standard Classification for Dry Pigmentary Titanium Dioxide Products
- 40 CFR Part 60, Appendix A-7, Method 24
Determination of volatile matter content, water content, density, volume solids, and weight solids of surface coatings
- 29 CFR Part 1910.1200 Hazard Communication
- FED SPEC TT-B-1325D
Beads (Glass Spheres) Retro-Reflective
- American Association of State Highway and Transportation Officials (AASHTO) M247
Standard Specification for Glass Beads Used in Pavement Markings
- FED SPEC TT-P-1952E
Paint, Traffic and Airfield Marking, Waterborne

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Commercial Item Description A-A-2886B

Paint, Traffic, Solvent Based

FED STD 595

Colors used in Government Procurement

AC 150/5340-1

Standards for Airport Markings

END OF ITEM P-620

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ATTACHMENT "B"

Advisory Circular

U.S. Department
of Transportation

Federal Aviation
Administration

Subject: Standards for Airport
Markings

Date: 9/27/2013

Initiated by: AAS-100

AC No: 150/5340-1L

Change:

1. What is the purpose of this advisory circular (AC)?

This advisory circular (AC) contains the Federal Aviation Administration (FAA) standards for markings used on airport runways, taxiways, and aprons.

2. Does this AC cancel any prior ACs?

This AC cancels AC 150/5340-1K, Standards for Airport Markings, dated September 3, 2010.

3. To whom does this AC apply?

The FAA recommends the guidelines and standards contained herein for the marking of airport runways, taxiways, and aprons. The use of these standards is the only method of compliance with the marking of runways, taxiways, and aprons for airports certificated under Title 14 Code of Federal Regulations Part 139, Certification of Airports (Part 139). These standards are to be used on all new airport projects that are under development and are to be implemented at all Part 139 certificated airports. Further, use of this AC is mandatory for all projects funded with federal grant monies through the Airport Improvement Program (AIP) and/or with revenue from the Passenger Facility Charge (PFC) Program. (See Grant Assurance No. 34, Policies, Standards, and Specifications, and PFC Assurance No. 9, Standards and Specifications.)

4. What are the principal changes in this AC? Changes are reflected by vertical bars located in the margins. This Revision:

a. Clarifies that runway surface markings on light colored pavement require black borders and glass beads (see paragraph 1.4). Airports certificated under Title 14 of the Code of Federal Regulations, Part 139, Certification of Airports, must meet these requirements within two years from the effective date of this AC.

b. Expanded and illustrated the removal of markings discussion (see paragraph 1.3.f).

c. Re-emphasizes that taxiway edge markings at entrance taxiways to a runway, including paved NO TAXI Islands are only to use dual continuous edge lines and not dual dashed edge lines (see paragraph 4.4.a).

d. Adds a new paragraph 4.12 for ramp control markings in use by the industry and air/ramp controllers which supplements existing guidance in paragraph 4.9, Surface Painted Apron Entrance Point Signs. Note, as in this paragraph, the terms "apron" and "ramp" are used

ATTACHMENT "B"

Advisory Circular

**U.S. Department
of Transportation**

Federal Aviation
Administration

Subject: Standards for Airport
Markings

Date: 9/27/2013
Initiated by: AAS-100

AC No: 150/5340-1L
Change:

interchangeably throughout this AC. The meaning is the same.

e. Replaces previous references to Airport Reference Code (ARC) with Runway Design Code (RDC) and Airplane Design Groups (ADG) with Taxiway Design Groups (TDG) for taxiway designs per revised AC 150/5300-13A, Airport Design. Taxiways marked according to previous standards based on Airplane Design Groups may retain their present marking schemes until such time as the taxiway is otherwise modified under Taxiway Design Group standards. The change in design concepts principally affects taxiway fillets.

f. Placed existing Figures 1-25 and new Figure A-5 within new Appendix A. Re-lettered old Appendices A, B and C as new Appendix B, Appendix C, and Appendix D respectively, with no new figures.

g. Adds runway marking criteria per new Figure A-5 referenced by AC 150/5300-13A, Airport Design, for intersecting runways.

h. Clarifies that the intermediate holding position marking for taxiway/taxiway intersections interrupts the taxiway edge marking (see paragraph 3.6.d). Airports certificated under Title 14 of the Code of Federal Regulations, Part 139, Certification of Airports, must meet these requirements within three years from the effective date of this AC.

i. Revises guidance for intersections of ILS/MLS holding position markings and non-movement area boundary markings with taxiway edge markings (see paragraph 3.4.d and paragraph 5.4.e).

j. Adds hyperlinks to internal and external references (allowing the reader to access documents located on the internet and to maneuver within this document) that are provided throughout this document and are identified with underlined text. When navigating within this document, return to the previously viewed page by pressing the "ALT" and "□" keys simultaneously.

5. How to use this AC.

a. This AC includes color-coded text boxes to emphasize safety initiatives, solutions to painting difficulties, and general remarks.

(1) Green (Painting) – explains painting precautions and solutions, such as when proportioning is permissible for runway surface markings.

ATTACHMENT "B"

Advisory Circular

U.S. Department
of Transportation

Federal Aviation
Administration

Subject: Standards for Airport
Markings

Date: 9/27/2013

Initiated by: AAS-100

AC No: 150/5340-1L

Change:

- (2) Red (Safety) – emphasizes safety initiatives.
- (3) Gray (General) – contains general remarks.
- b. All references to other FAA ACs and Orders are interpreted as the current version.

c. Most figures in this advisory circular are full scale AutoCAD drawings saved as MS Word versions. For some figures, certain details may appear to be missing (missing or broken lines) when either printed or viewed on a computer monitor. To view all the details in these figures, use the appropriate ZOOM function. In some instances, where there is a large surface area, a ZOOM value of over 250% may be necessary to view all details. Both this advisory circular and the original AutoCAD files for all figures are available for download at the FAA web site:

http://www.faa.gov/airports/resources/advisory_circulars/index.cfm/go/document.list/parentTopicID/85

6. How are metrics represented?

Throughout this AC, customary English units are used followed with "soft" (rounded) conversion to metric units. The English units govern.

7. How can I get this and other FAA publications?

You can view a list of all ACs at http://www.faa.gov/regulations_policies/advisory_circulars/.

You can view the Federal Aviation Regulations at http://www.faa.gov/regulations_policies/faa_regulations/.

Michael J. O'Donnell
Director of Airport Safety and Standards

**FOR A COMPLETE VERSION OF AC No: 150/5340-1L, PLEASE SELECT
THE LINK BELOW:**

http://www.faa.gov/documentLibrary/media/Advisory_Circular/150_5340_1L.pdf