AGREEMENT RELATING TO PAVEMENT MARKINGS (PD 18-19.007)

This Agreement is made and entered into by and between Escambia County, a political subdivision of the State of Florida, by and through its Board of County Commissioners (hereinafter referred to as "County"), with administrative offices located at 221 South Palafox Place, Suite 420, Pensacola, Florida 32502, and Ozark Striping Company, Inc., a foreign for-profit corporation authorized to conduct business in the State of Florida (hereinafter referred to as "Contractor"), FEI/EIN 63-0569702, whose principal address is 1273 West Roy Parker Road, Ozark, AL 36360 (each at times being referred to as "party" or "parties").

WITNESSETH:

WHEREAS, on November 13, 2018, the County issued an Invitation to Bid seeking a Contractor to provide installation, refurbishing and removal of pavement markings and other related services throughout Escambia County (PD 18-19.007); and

WHEREAS, in response to the solicitation, the Contractor submitted a bid demonstrating that the Contractor was qualified to provide such services; and

WHEREAS, the County desires to enter into an agreement with the Contractor for the provision of such services as specified herein.

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, the County and the Contractor agree as follows:

1. Recitals. The recitals contained in the preamble of this Agreement are declared to be true and correct and are hereby incorporated into this Agreement.

2. Term. This Agreement shall commence upon the date last executed and continue for a term of twelve (12) months. Upon mutual agreement of the parties, the contract may be renewed for two additional twelve (12) month periods, up to a maximum of thirty-six (36) months. In no event shall the term of this agreement exceed the duration of three (3) years from the date of commencement.

3. Scope of Services. Contractor agrees to perform in accordance with the terms and conditions outlined in Escambia County's *Invitation to Bidders Installation, Refurbish, and Removal of Pavement Markings and Associated Items, Specification No. P.D. 18-19.007*, attached hereto as **Exhibit A.** In the event of a conflict between the terms of the Exhibit referenced above and this Agreement, the terms of this Agreement shall prevail.

4. Compensation. County shall pay Contractor for services rendered in accordance with the Bid Form, attached hereto as **Exhibit B.**

5. Purchase Orders. The County shall assign tasks to the Contractor in writing utilizing work orders relating to a blanket purchase order or by individual purchase order. The task(s) to be accomplished shall be described in detail. No minimum quantity of work is guaranteed during the term of this Agreement, and only those tasks assigned pursuant to a work order may be compensated.

6. Method of Billing. Payment may be requested by Contractor on a monthly basis by the submission of a properly executed original invoice reflecting the amount due and owing with

appropriate supporting documentation. Invoices shall be submitted in duplicate to:

Escambia County Public Works Department
Attention: Donald Christian
3363 West Park Place
Pensacola, FL 32505

All payments under this agreement and interest on any late payments shall be governed by and construed in accordance with the Local Government Prompt Payment Act, §§218.70, et seq., Florida Statutes, as amended.

7. Termination. The County may terminate the Agreement immediately for cause or for convenience upon providing thirty (30) days' prior written notice to Contractor. This Agreement may be terminated for cause by the Contractor upon providing ninety (90) days' prior written notice to the County. In the event of termination by either party as provided herein, the Contractor shall be paid for services performed through the date of termination, but Contractor shall not be entitled to any other recovery against the County, including, but not limited to, damages or any anticipated profit on portions of work not performed.

8. Indemnification. The Contractor agrees to save harmless, indemnify, and defend County and its agents, officers and employees from any and all claims, suits, actions, damages, liabilities, expenditures or causes of action of any kind, losses, penalties, interest, demands, judgments, and cost of suit, including attorneys' fees and paralegals' fees, for any expense, damage or liability incurred by any of them, whether for personal injury, death, property damage, direct or consequential damages, or economic loss, including environmental impairment, arising directly or indirectly, on account of or in connection with the Contractor's negligent, reckless, or intentional wrongful misconduct in the performance of this Agreement or by any person, firm, or corporation to whom any portion of the performance of this Agreement is subcontracted to or used by the Contractor or by anyone for whom the Contractor is legally liable. The parties understand and agree that such indemnification by the Contractor relating to any matter, which is the subject of this Agreement, shall extend throughout the term of this Agreement and any statutes of limitation thereafter. The Contractor's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance. The Contractor agrees to pay on behalf of Escambia County, as well as provide a legal defense for the County, both of which will be done only if and when requested by the County, for all claims relating to this Agreement. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

9. Insurance. The Contractor is required to carry the following insurance:

(a) Commercial General Liability, Form CG1, with $1,000,000 per occurrence. Excess or umbrella insurance may be purchased to make up the difference, if any, between the policy limits of the underlying policies.

(b) Business Automobile Liability with $1,000,000 per occurrence minimum combined single limits for all hired, owned, and non-owned vehicles.

(c) Florida statutory Workers' Compensation.

In the event Contractor consists of a joint venture, partnership, or other association of professional or business firms, each such firm shall be required to individually carry the above cited coverages.

Contractor agrees all liability coverage shall be through carriers admitted to do business in the State of Florida. Carriers shall be "A" or other Secure Best Rating with a minimum financial size of "VII", according to the A.M. Best Key Rating Guide Latest Edition. The insurance policies shall be endorsed to provide at least 30 days' advance notice of cancellation, nonrenewal or adverse change. Such notices shall be mailed to Office of Purchasing, Post Office Box 1591, Pensacola, Florida 32591.

The Board of County Commissioners and Escambia County shall be endorsed as "additional insureds" on all liability policies (except Workers' Compensation and professional liability). Certificates of Insurance shall be provided to Escambia County Office of Purchasing, Post Office Box 1591, Pensacola, Florida 32591 prior to commencement of any work hereunder. Certificates shall reflect the additional insured status of Escambia County. The Board of County Commissioners and Escambia County shall also be the certificate holders.

10. Independent Contractor Status. In the performance of this Agreement hereunder, Contractor is an independent contractor. Contractor shall not hold itself out as an employee, agent or servant of the County; and Contractor shall not have the power or authority to bind the County in any promise, agreement or representation, other than as specifically provided in this Agreement or as may be expressly provided hereafter in writing by an authorized official of the County.

11. Notice. Any notice, payment or other communication under this Agreement required hereunder or desired by the party giving such notice shall be given in writing and delivered by hand or through the instrumentality of certified mail of the United States Postal Service or private courier service, such as Federal Express. Unless otherwise notified in writing of a new address, notice shall be made to each party as follows:

Ozark Striping Company, Inc.
Attention: Leon M. Gross, III
1273 West Roy Parker Road
Ozark, AL 36361

Escambia County
Attention: County Administrator
221 Palafox Place, Suite 420
Pensacola, Florida 32502

With copy to:
Transportation and Traffic Division
Attention: Program Director
3363 West Park Place
Pensacola, FL 32505

Rejection, or other refusal by the addressee to accept, or the inability of the courier service or the United States Postal Service to deliver because of a changed address of which no notice was given, shall be deemed to be receipt of the notice sent. Any party shall have the right, from time to time, to change the address to which notices shall be sent by giving the other party at least ten (10) days' prior notice of the address change.

12 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue shall be in the County of Escambia.

13. Public Records. The Contractor acknowledges that this Agreement and any related financial records, audits, reports, plans correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. Contractor shall maintain all such public records and, upon request, provide a copy of the requested records or allow the records to be inspected within a reasonable time. Contractor shall also ensure that any public records that are exempt or exempt and confidential from disclosure are not disclosed except as authorized by law. Upon the expiration or termination of the Agreement, Contractor agrees to maintain all public records for a minimum period of five (5) fiscal years in accordance with the applicable records retention schedules established by the Florida Department of State. In the event the Contractor fails to abide by the provisions of Chapter 119, Florida Statutes, the County may, without prejudice to any other right or remedy and after giving the Contractor and surety, if any, seven days written notice, during which period the Contractor still fails to allow access to such documents, terminate the contract. In such case, the Contractor shall not be entitled to receive any further payment. Reasonable terminal expenses incurred by the County may be deducted from any payments left owing the Contractor (excluding monies owed the Contractor for subcontractor work).

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

Escambia County
Office of the County Administrator
221 Palafox Place, Suite 420
Pensacola, Florida 32502
(850) 595-4947

14. Entire Agreement. This Agreement contains the entire agreement between the parties and supersedes all prior oral or written agreements. Contractor acknowledges that it has not relied upon any statement, representation, prior or contemporaneous written or oral promises, agreements or warranties, except such as are expressed herein. The terms and conditions of this Agreement can only be amended in writing upon mutual agreement of the parties.

15. Compliance with Laws. Contractor agrees to comply with all federal, state and local laws, codes, statutes, ordinances, rules, regulations and requirements related to the performance of this Agreement including but not limited to those dealing with taxation, worker's compensation, equal employment and safety.

16. Permits, Licenses and Taxes. All permits and licenses necessary for the prosecution of the work shall be procured and paid for by Contractor. If Contractor performs any work without obtaining, or contrary to, any such permits or licenses necessary for the prosecution of the work, Contractor shall bear all costs arising therefrom. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the work. Contractor shall pay all sales, consumer, use and other similar taxes associated with the work or portions thereof, which are applicable during the performance of the work.

17. Assignment of Agreement. This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by Contractor without the prior written consent of the County. However, the Agreement shall run with the Escambia County Board of County Commissioners and its successors.

18. Miscellaneous. If any term or condition of this Agreement shall be invalid or unenforceable, the remainder of the terms and conditions of this Agreement shall remain in full force and effect. This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions hereof.

19. Annual Appropriation. Pursuant to the requirements of Florida law and Article II of Chapter 46, Escambia County Code of Ordinances, the County's performance and obligation to fund this Agreement shall be contingent upon an annual appropriation by the Escambia County Board of County Commissioners.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature:

COUNTY:
BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

Witness: _____

Witness: Laura Buchinger

By: Amy Lovoy
Amy Lovoy, Acting County Administrator

BCC Approved: 2/7/19

Approved as to form and legal sufficiency.
By/Title: _____
Date: 1/29/19

CONTRACTOR:
OZARK STRIPING COMPANY, INC.

ATTEST:

BY: Leon. G.
Leon M. Gross, III, President

By: _____
Corporate Secretary

Date: 2-8-19

(SEAL)

Debbie Sharpe
Witness

Witness

ESCAMBIA COUNTY
FLORIDA

INVITATION TO BIDDERS

INSTALLATION, REFURBISH AND REMOVAL OF PAVEMENT MARKINGS AND ASSOCIATED ITEMS
SPECIFICATION NUMBER PD 18-19.007

BIDS WILL BE RECEIVED UNTIL 2:00 PM CDT, DECEMBER 13, 2018
Office of Purchasing, Room 11.101
213 Palafox Place, Pensacola, FL 32502
Matt Langley Bell, III Building
Post Office Box 1591
Pensacola, FL 32591-1591

A non-mandatory Pre-Solicitation Conference will be held in the Office of Purchasing Conference Room, 11.407, at **10:00 AM CDT, NOVEMBER 28, 2018**

Board of County Commissioners
Jeff Bergosh, Chairman
Lumon J. May, Vice Chairman
Steven Barry
Grover C. Robinson, IV
Douglas B. Underhill

From:
Paul R. Nobles
Purchasing Manager

Assistance:
Jeffrey Lovingood
Purchasing Specialist
Office of Purchasing
2nd Floor, Matt Langley Bell, III Building
213 Palafox Place
Pensacola, FL 32502
Telephone: 850-595-4953
E-Mail: JDLovingood@myescambia.com

SPECIAL ACCOMMODATIONS:
Any person requiring special accommodations to attend or participate, pursuant to the Americans with Disabilities Act, should call the Office of Purchasing (850-595-4980) at least five (5) working days prior to the solicitation opening.

Notice

It is the specific legislative intent of the Board of County Commissioners that NO CONTRACT under this solicitation shall be formed between Escambia County and the awardee vendor until such time as the contract is executed by the last party to the transaction.

EXHIBIT
A

NOTICE

In accordance with Sec. 46-110(e) of the Escambia Code of Ordinances, all bid solicitation documents shall include the following notice to vendors of the local vendor preference policy:

Sec. 46-110.-Local Preference in Bidding

a) Legislative Intent:

The Escambia County Board of County Commissioners finds that local businesses are often at a disadvantage when competing with other non-local businesses in that the cost of doing business in Escambia County is higher than other areas of the state and giving local businesses a preference in the procurement of goods and services serves a compelling public purpose for the benefit of the taxpayer and residents of Escambia County as such preference encourages local industry, employment opportunities, and increases the County's overall tax base.

b) "Local Business" Defined:

For the purposes of this section, "Local Business" shall mean a business which meets all of the following criteria:

1. Has had a fixed office or distribution point located in and having a street address within Escambia County of Santa Rosa County for at least one (1) year immediately prior to the issuance of the request for competitive bids by the County. The fixed office or distribution point must be staffed by at least one (1) employee. Post Office boxes are not verifiable and shall not be used for the purpose of establishing a physical address, and

2. Holds any business license required by Escambia County or Santa Rosa County, and

3. Is the principal Offeror who is a single Offeror; a business which is the prime Contractor and not a Sub-Contractor, or a partner, or joint venture submitting an offer in conjunction with other businesses.

c) Certification:

Any vendor claiming to be a local business as defined above shall so certify in writing to the Escambia County Office of Purchasing. The certification shall provide all necessary information to meet the requirements provided herein. The purchasing agent shall not be required to verify the accuracy of any such certification, and shall have the sole discretion to determine if a vendor meets the definition of a "Local Business."

d) Preference in Purchase of Commodities and Services by Means of Competitive Bid:

Except where federal or state law, or any other funding source, mandates to the contrary, Escambia County may give preference to local businesses in the following manner:

Competitive Bid (Local Price Match Option): Each formal competitive bid solicitation (i.e. sealed bids) shall clearly identify how the price order of the bids received will be evaluated and determined.

When a qualified and responsive, non-local business submits the lowest price bid amount between $50,000.00 and $249,999.99, and the bid submitted by one or more qualified and responsive local businesses is within **five percent (5%)** of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount between $50,000.00 and $249,999.99, and the bid submitted by one or more qualified and responsive local businesses with a fixed office or distribution point located in a designated **Community Redevelopment Area (CRA)** is within **seven percent (7%)** of the price submitted by the non-local business, then the local business located in a designated CRA with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualifies and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount between $250,000.00 and $999,999.99, and the bid submitted by one or more qualified and responsive local businesses is within **three percent (3%)** of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount between $250,000.00 and $999,999.99, and the bid submitted by one or more qualified and responsive local businesses with a fixed office or distribution point located in a designated **CRA** is within **five percent (5%)** of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount in excess of $1,000,000.00, and the bid submitted by one or more qualified and responsive local businesses is within **two percent (2%)** of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount in excess of $1,000,000.00, and the bid submitted by one or more qualified and responsive local businesses with a fixed office or distribution point located in a designated **CRA** is within **four percent (4%)** of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

In such instances, staff shall first verify whether the lowest non-local bidder and the lowest local bidder are in fact qualified and responsive bidders. Next, the purchasing department shall invite the lowest local bidder in writing to submit a matching offer which shall be submitted in writing to the Escambia County Office of Purchasing within five (5) business days thereafter.

If the lowest local bidder does not respond or otherwise submits a written offer that does not

fully match the lowest bid from the lowest non-local bidder tendered previously then award shall be made to the lowest overall qualified and responsive non-local bidder.

In the event a local bidder is awarded a contract pursuant to this section, any requests for change orders increasing the cost of the project must be approved by the Escambia County Board of County Commissioners.

e) Notice:

All bid solicitation documents shall include notice to vendors of the local preference policy.

f) Waiver of the Application of Local Preference:

The application of local preference to a particular purchase or contract for which the Board of County Commissioners is the awarding authority may be waived upon approval of the Board of County Commissioners.

g) Limitations:

1. The provisions of this section shall apply only to procurements which are above the formal bid threshold as set forth in the Escambia County Purchasing Code.

2. The provisions of this section shall not apply where prohibited by federal or Florida law, or where prohibited under the conditions of any grant.

3. The provisions of this section shall not apply to any purchase exempted from the provisions of the Escambia County Purchasing Code.

4. The provisions of this section shall not apply to contracts made under the Consultants Competitive Negotiation Act (CCNA), F.S. § 287.055.

h) Penalties:

1. Misrepresentation:

A vendor who misrepresents the local preference status of its firm in a bid or proposal submitted to the County will lose the privilege to claim local preference status for a period of up to one (1) year from the date of the award of the contract or upon completion of the contract, whichever is greater.

2. Failure to Maintain Local Business Preference Qualifications:

Any vendor that does not maintain its local preference status resulted in the awarded contract shall be in breach of contract and will be subject to termination of the contract, suspension of payments under the contract, and loss of the local preference status on the contract awarded.

3. Lack of Good Faith:

The Contractor or firm may show that it attempted through reasonable and objective means and in good faith to comply with the terms of the contract relating to local businesses but was unable to comply. If the County determines that the Contractor or firm did not act in good faith, all amounts paid to the Contractor or firm under the

County contract intended for expenditure with the local business shall be forfeited and recoverable by the County. In addition, the contract may be rescinded and the County may return all or a portion of the goods received and recover all amounts paid under the contract for the goods which were returned.

Effective July 1, 2015, the County **may not** use a local preference for a "competitive solicitation for **construction services** in which **fifty percent (50%) or more** of the cost will be paid from state appropriated funds which have been appropriated at the time of the competitive solicitation." For any such solicitation, the County must disclose in the bid package that "any applicable local ordinance or regulation does not include any local preference..." See §255.0991, Florida Statutes.

ESCAMBIA COUNTY, FLORIDA
INVITATION TO BID
BIDDER'S CHECKLIST
INSTALLATION, REFURBISH AND REMOVAL OF PAVEMENT MARKINGS AND ASSOCIATED ITEMS
SPECIFICATION PD 18-19.007

HOW TO SUBMIT YOUR BID:
Please review this document carefully. Offers that are accepted by the County are binding contracts. **Incomplete bids are not acceptable.** All documents and submittals shall be received by the Office of Purchasing on or before the date and hour specified for receipt. Late bids will be returned unopened.

* *Documents submitted with Bids are to be on the forms provided in the Invitation to Bid and photocopies of other required documents.*

THE FOLLOWING DOCUMENTS SHALL BE RETURNED WITH THE BID:
- Solicitation, Offer, and Bid Form. The Bid Form must contain an original signature in indelible ink. Bids with photocopies, scanned, or digital signatures will not be accepted.
- Bid Surety (bond, check, etc.)
- Completed Bid Form Excel spreadsheet in electronic format (CD or flash drive).

THE FOLLOWING DOCUMENTS SHOULD BE RETURNED WITH THE BID:
- Sworn Statement Pursuant to Section 287.133(3)(A), Florida Statutes on Entity Crimes.
- Drug-Free Workplace Form.
- Information Sheet for Transactions and Conveyances Corporate Identification.
- Certificate of Authority to do Business from the State of Florida.
- Occupational License.
- Florida Department of Business and Professional Regulation – License(s), Certification(s), and/or Registration(s).

BEFORE YOU SUBMIT YOUR BID, HAVE YOU:
Placed your bid with all required submittal items in a sealed envelope, clearly marked for specification number, project name, name of bidder, and due date and time of bid receipt?

THE FOLLOWING DOCUMENTS ARE REQUIRED UPON NOTICE OF AWARD:
- Certificate of Insurance
- Payment and Performance Bonds

HOW TO SUBMIT A NO BID:
If you do not wish to bid at this time, please remove the Solicitation, Offer, and Bid Form from the Bid Package and enter No Bid in the "Reason for No Offer" block, your company's name, address, signature, and return the Solicitation, Offer, and Bid Form in a sealed envelope. This will ensure your company's active status in our Bidder's list.

This form is for your convenience to assist in filling out your bid.
Do not return this form with your bid.

INSTALLATION, REFURBISH AND REMOVAL OF PAVEMENT MARKINGS AND ASSOCIATED ITEMS
PD 18-19.007

TABLE OF CONTENTS

Forms marked with an (* Asterisk) must be returned with the Bid.
Forms marked with a (** Double Asterisk) should be returned with the Bid.

IMPORTANT NOTICE

The Bid Form is for this solicitation is located on the attached Excel spreadsheet:

"PD 18-19.007 Bid Form for Installation, Refurbish, and Removal of Pavement Markings and Associated Items"

Bidders are required to complete the bid form on the spreadsheet and PRINT it for signature.

The printed bid form must be submitted with an original signature or the bid will not be accepted. Photocopies or digital signatures shall not be accepted.

The Excel spreadsheet must be completed in full and completed via electronic format (CD or flash drive) with your firm's printed and signed bid.

If your company is located within a Community Redevelopment Area of Escambia County, Florida, please Indicate by marking an X in the blank (***Sec. 46-110.-Local Preference in Bidding)***.
Yes ___ No ___

CONTRACTOR REQUIREMENTS

Acknowledgment is hereby made of receipt of the following addenda issued during the bidding period:

Addendum No. _____ Date _____ Addendum No._____ Date_____

Addendum No. _____ Date _____ Addendum No._____ Date_____

(PLEASE TYPE INFORMATION BELOW)

SEAL IF BID IS BY CORPORTATION

State of Florida Department of State Certificate of Authority Document Number
_____

Occupational License # _____

Florida DBPR Contractor's License, Certification, and/or Registration #
_____

Type of Contractor's License, Certification, and/or Registration _____

Expiration Date: _____

County Permits/Fees Required for this Project:
_____

Person to Contact Concerning This Bid:

Name: _____

Phone: _____

E-Mail: _____

Person to Contact for Emergency Service:

Name: _____

Phone: _____

E-Mail: _____

Attached to bid you shall find a bid bond, cashier's check, or certified check (circle one that applies) in the amount of **Five Hundred Dollars ($500.00)**.

The work shall be substantially completed within the timeframe noted on the Purchase Order or Work Order (PO/WO). The Bidder agrees to fully complete all work included above within the days provided on the PO/WO. **Liquidated damages of Three Hundred Dollars $300.00 will be assessed for each day that completion of the project is delayed.** All work to be accomplished under this bid shall be the responsibility of Bidder and failure of Sub-Contractors to perform shall not relieve Bidder of any liquidated damages. A Bid Bond in the amount of **Five Hundred Dollars ($500.00)** is to be furnished by each Bidder. Bidder further acknowledges that all of the work outlined above may not be required at the discretion of Escambia County. The total will be subject to total funds available during the course of the work. However, it is the intent of Escambia County at this time to substantially complete the listed work.

Names and addresses of proposed Subcontractors to be utilized for work on this project:

1.

2.

3.

4.

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(A), FLORIDA STATUTES, ON ENTITY CRIMES

1. This sworn statement is submitted to _____
(Print Name of Public Entity)

By _____
(Print Individual's Name and Title)

For _____
(Print Name of Entity Submitting Sworn Statement)

Whose business address is:

_____

_____

And (if applicable) its Federal Employer Identification Number (FEIN) is:

_____

If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: _____

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), **Florida Statutes**, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in paragraph 287.133(1)(b), **Florida Statutes**, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), **Florida Statutes**, means:

    a. A predecessor or successor of a person convicted of a public entity crime; or

    b. An entity under the control any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.

c. I understand that a "person" as defined in Paragraph 287.133(1)(e), **Florida Statutes**, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

d. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **Indicate which statement applies.**

_____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with a convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that is not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. **(Attach a copy of the final order.)**

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY INDENTIFIED IN PARAGRAPH ONE (1) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

_____
Signature

Sworn to and subscribed before me this _____ day of _____,
20_____. Personally known _____
OR produced identification _____ Type of Identification: _____
Notary Public: State of _____

My Commission Expires: _____

_____
(Printed, Typed, or Stamped Commissioned Name of Notary Public)

Drug-Free Workplace Form

The undersigned vendor, in accordance with Florida Statue 287.087 hereby certifies that

_____ does:

(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in Paragraph One (1).

4. In the statement specified in Paragraph One (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or please of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in a drug assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Paragraphs 1 through 5.

Check One:

_____ As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

_____ As the person authorized to sign this statement, this firm **does not** comply fully with the above requirements.

_____

Offeror's Signature

_____

Date

Information Sheet for Transactions and Conveyances
Corporate Identification
(Page 1 of 2)

The following information will be provided to the Escambia County Legal Department for incorporation in legal documents. It is, therefore, vital that all information is accurate and complete. Please be certain that all spelling, capitalization, etc. is exactly as registered with the state or Federal Government.

(Please Circle One)

Is this a Florida Corporation: Yes or No

If not a Florida Corporation:
In what state was it created: _____
Name as spelled in that state: _____

What kind of corporation is it: "For Profit" or "Not for Profit"

Is it in good standing: Yes or No

Authorized to transact business in Florida: Yes or No

State of Florida Department of State Certificate of Authority Document Number:
_____

Does it use a registered fictitious name: Yes or No

Names of Officers:
President: _____ Secretary: _____
Vice President: _____ Treasurer: _____
Director: _____ Director: _____
Other: _____ Other: _____

Name of Corporation (As Used in Florida)

_____
(Spelled Exactly as it is Registered with the state or Federal Government)

Corporate Address:
Post Office Box: _____
City, State, Zip: _____

Street Address: _____
City, State, Zip: _____

(Please provide both the Post Office Box and street address for mail and/or express delivery; also for recorded instruments involving land.)

Please complete this form on the following page.

Information Sheet for Transactions and Conveyances
Corporate Identification
(Page 2 of 2)

Federal Identification Number:

_____

(For all instruments to be recorded, taxpayer's identification is needed.)

Contact Person for Company:

_____

E-Mail: _____ **Telephone:** _____
Facsimile: _____

Name of Individual Who Will Sign the Instrument on Behalf of the Company:

_____

Upon Certification of Award, Contract shall be signed by the President or Vice President. Any other officer shall have permission to sign via a resolution approved by the Board of Directors on behalf of the company. Awarded Contractor shall submit a copy of the resolution together with the executed Contract to the Office of Purchasing.

(Spelled exactly as it would appear on the instrument.)

Title of the Individual Named Above Who Will Sign on Behalf of the Company:

_____

END

_____

Verified by: _____ Date: _____

ESCAMBIA COUNTY, FLORIDA GENERAL TERMS and CONDITIONS

The following General Terms and Conditions are incorporated by reference and have the same legal effect as if printed in its entirety.

A full textual copy of these conditions may be obtained by visiting the Office of Purchasing web site (see Bid Information below), by telephoning the Office of Purchasing at 850-595-4980, or by fax at 850-595-4806.

NOTE: Any and all Special Terms and Conditions and specifications referenced within the solicitation which varies from these General Terms and Conditions shall have precedence. Submission of the Bidder's Solicitation, Offer, and Bid Form(s) in accordance with these General Terms and Special Terms and Conditions constitutes an offer from the Offeror. The conditions incorporated herein become a part of the written Agreement between the parties.

BID INFORMATION: See Escambia County Office of Purchasing web site at https://myescambia.com/our-services/purchasing then click "Solicitations".

1. Sealed Solicitations
2. Execution of Solicitation
3. No Offer
4. Solicitation Opening
5. Prices, Terms, and Payment
    - 5.01 Taxes
    - 5.02 Discounts
    - 5.03 Mistakes
    - 5.04 Condition and Packaging
    - 5.05 Safety Standards
    - 5.06 Invoicing and Payment
    - 5.07 Annual Appropriations
6. Additional Terms and Conditions
7. Manufacturers' Name and Approved Equivalents
8. Interpretations/Disputes
9. Conflict of Interest
    - 9.01 County Procedure on Acceptance of Gifts
    - 9.02 Contractors Required to Disclose Any Gift Giving
    - 9.03 Gratuities
10. Awards
11. Non-Conformation to Contract Conditions
12. Inspection, Acceptance, and Title
13. Governmental Restrictions
14. Legal Requirements
15. Patents and Royalties
16. Price Adjustments
17. Cancellation
18. Abnormal Quantities
19. Advertising
20. Assignment
21. Liability

The following General Terms and Conditions are incorporated by reference (Continued)

22. Facilities
23. Distribution of Certification of Contract
24. The Successful Bidder(s) Must Provide
25. Addition/Deletion of Items
26. Ordering Instructions
27. Public Records
28. Delivery
29. Samples
30. Additional Quantities
31. Service and Warranty
32. Default
33. Equal Employment Opportunity
34. Florida Preference
35. Contractor Personnel
36. Award
37. Uniform Commercial Code
38. Contractual Agreement
39. Payment Terms/Discounts
40. Improper Invoice; Resolution of Disputes
41. Public Entity Crimes
42. Suspended and Debarred Vendors
43. Drug-Free Workplace Form
44. Information Sheet for Transactions and Conveyances
45. Copies
46. License and Certifications – For access to Certification/Registration Form for doing Business in Florida, go to the Department of State, Division of Corporations, URL: http://dos.myflorida.com/sunbiz/search/
47. Execution of Contract
48. Purchase Order
49. No Contingent Fees
50. Solicitation Expenses
51. On-Line Auction Services

SPECIAL TERMS AND CONDITIONS

The Board of County Commissioners, Escambia County, Florida, invites your company to submit a sealed offer on the item(s) as listed in this solicitation request.

All terms and conditions below are a part of this request, and no offer will be accepted unless all these conditions have been complied with. The County reserves the right to waive informalities in any offer; to reject any or all offers, in whole or in part, and/or to accept the offer(s) that in its judgement is from the lowest, most responsible, and responsive Offeror(s).

Instructions to Offerors

1. General Information

All offers to be considered shall be in the possession of the Office of Purchasing prior to the time of the solicitation closing. Offers may be mailed or delivered to the Office of Purchasing, 2nd Floor, Room 11.101, Matt Langley Bell, III Bldg., 213 Palafox Place, Pensacola, FL 32502, in a sealed envelope clearly marked:

Specification Number PD 18-19.007, "INSTALLATION, REFURBISH AND REMOVAL OF PAVEMENT MARKINGS AND ASSOCIATED ITEMS", Name of Submitting Firm, Time and Date due.
Note: If you are using a courier service (FedEx, Airborne, UPS, etc.) you must mark the air-bill and envelope or box with the Specification number and project name.

Regardless of the method of delivery, each Offeror shall be responsible for his offer(s) being delivered on time as the County assumes no responsibility for same. Offers offered or received after the time set for solicitation closing will be rejected and returned unopened to the Offeror(s).

The Following Policy will apply to all methods of source selection:

A. Conduct of Participants

After the issuance of any solicitation, all bidders/proposers/protestors or individuals acting on their behalf are hereby prohibited from **lobbying** as defined herein or otherwise attempting to persuade or influence any elected County officials, their agents or employees or any member of the relevant selection committee at any time during the **blackout period** as defined herein; provided, however, nothing herein shall prohibit bidders/proposers/protestors or individuals acting on their behalf from communicating with the purchasing staff concerning a pending solicitation unless otherwise provided for in the solicitation or unless otherwise directed by the Purchasing Manager.

B. Definitions

Blackout Period means the period between the time the bids for invitations for bid or the request for proposal, or qualifications, or information, or requests for letters of interest, or the invitation to negotiate, as applicable, are received at the Escambia County Office of Purchasing and the time the Board awards the contract and any resulting bid protest is resolved or the solicitation is otherwise cancelled.

Lobbying means the attempt to influence the thinking of elected County officials, their agents or employees or any member of the relevant Selection Committee for or against a specific cause related to a pending solicitation for goods or services, in person, by mail, by facsimile, by telephone, by electronic mail, or by any other means of communication.

C. **Sanctions**

The Board may impose any one or more of the following sanctions on a non-employee for violations of the policy set forth herein:

1) Rejection/Disqualification of Submittal,

2) Termination of Contract; or

3) Suspension or Debarment as Provided in Sec. 46-102 of the Escambia County Code of Ordinances.

This policy is not intended to alter the procedure for Protested Solicitations and Awards as set forth in the Sec. 46-101 of the Escambia County Code of Ordinances.

2. Project Narrative

This contract involves work for capital improvement and maintenance projects throughout Escambia County. Work will consist of the layout, installation, and refurbishing of paint, thermoplastic, textured pavement, raised pavement markings (RPMs), wheel stops, galvanized post-type and flexible channel post delineators. Work will also include the removal (scarify) of old paint and thermoplastic markings, with proper disposal by the Contractor in accordance with federal, state, and local requirements including FDOT, DEP, and EPA.

Installation of new and refurbished paint or thermoplastic must complete a retro-reflectivity reading (Exhibit C) and comply with FDOT.

The County may issue individual Purchase Orders (Pos) or releases from Blanket Purchase Order(s) in the form of Work Orders (WOs) against the Contract on an "As Needed" basis for the commodities or services listed on the Bid Form.

All PO/WOs will require a signed agreement (Exhibit A) returned to the County before work can begin. There is no minimum quantity of work guaranteed under this solicitation. All PO/WOs will define the Scope of Work to be performed at the time it is issued.

3. Bid Surety

Each offer shall be accompanied by a bid bond, cashier's check or certified check in the amount **Five Hundred Dollars ($500.00)**.

Checks or bonds are to be made payable to Escambia County, Florida. The amount of the bond or check is the amount of liquidated damages agreed upon should the offeror fail or refuse to enter into a contract with the County.

A County warrant in the amount of the bid check(s) of the successful offeror(s) will be returned immediately after the offeror and the County are mutually bound by contract as evidenced by signatures thereto by an authorized representative of both the offeror and the County, and/or the offeror accepts the purchase order by signing the Solicitation, Offer and

Bid Form, and returning to the County Purchasing department. Any unsuccessful offeror(s) will have the amounts of his cashier's or certified check returned via County warrant promptly after award.

All offerors agree that any interest earned on any bid surety while in possession of the County, or its agents, shall be retained by the County.

4. **Performance and Payment Bonds**

The County **shall** require the successful offeror(s) to furnish **separate performance and payment bonds**, under pledge of adequate surety and covering up to **100% of the dollar value of award** on the forms provided by the County. Such bonds shall be issued by sureties authorized to act as a surety by the State of Florida. Bonds of the successful offeror(s) shall be reviewed by the Office of Purchasing to assure compliance, then recorded in the Office of the Clerk of the Circuit Court Recording Office, 1st Floor, 221 Palafox Place, Pensacola, Florida, by the successful offeror at his expense before the contract is executed. The cost of recording is $10.00 for the first page and $8.50 for each additional page.

5. **Procurement Questions**

Questions shall be directed to Jeffrey Lovingood, Purchasing Specialist, at JDLovingood@myescambia.com. Last day for questions will be December 04, 2018 at 5:00 p.m. CDT.

6. **Bid Form**

This Solicitation contains a Solicitation, Offer, and Bid Form which shall be submitted in a sealed envelope, in duplicate with Original signatures in indelible ink signed in the proper spaces. Responses on vendor forms will not be accepted.

The Offeror's Checklist included in this Solicitation provides instructions to the Offeror on the documentation to be submitted during the procurement process.

7. **Pre-Solicitation Conference**

A non-mandatory Pre-Solicitation Conference will be held at the Office of Purchasing, 213 Palafox Place, Pensacola, FL 32502, in Conference Room #11.407 on November 28, 2018, at 10:00 AM CST.

It is strongly encouraged that all potential bidders attend this non-mandatory conference, so they can ask questions and be automatically notified of any updates prior to the Bid Opening.

8. **F.O.B. Point**

The F.O.B. point shall be **installed** at the location(s) within Escambia County as specified by the Project Manager within each WO/PO. The prices offered shall include all costs of packaging, transporting, deliver, and unloading (this includes inside delivery if requested).

9. **Delivery**

Delivery to be as notified by Escambia County and the quantity will depend upon the County's need at the time of request.
Delivery time is of the essence in the award of this Solicitation and the performance of the awarded firm(s). Delivery shall be no later than the calendar days noted on the PO/WO.

Failure of the awarded vendor to meet this delivery requirement shall be result in default and immediate termination of the purchase order and/or contract.

It is hereby understood and mutually agreed to by and between parties hereto that the time of delivery is an essential condition of this contract.

10. Liquidated Damages

Should the awarded vendor fail to complete the required services or make delivery of the commodities or equipment within the time(s) specified in the contract, or within such additional time(s) as may be granted by Escambia County, the County will suffer damage, the amount of which is difficult, if not impossible to ascertain therefore, the vendor shall pay to the County, as liquidated damages, the sum of **Three Hundred Dollars ($300.00) for each calendar day** of delay that actual completion extends beyond the time limit specified until such reasonable time as may be required for final completion of the work. Such sum is mutually agreed upon as a reasonable and proper amount of damages the County will sustain per diem by failure of the vendor to complete the services or make delivery within the specified time. The costs for liquidated damages shall not be construed as a penalty on the vendor.

11. Compliance with Occupational Safety and Health

Offeror certifies that all material, equipment, etc., contained in their offer meets all Occupational Safety and Health Administration (OSHA) requirements.

Offeror further certifies that, if he is the awarded vendor, and the material, equipment, etc., delivered is subsequently found to be deficient in any OSHA requirement in effect on date of delivery, all costs necessary to bring the material, equipment, etc., into compliance with the aforementioned requirements shall be borne by the vendor.

Any item delivered under a contract resulting from this solicitation shall be accompanied by a Material Safety Data Sheet (MSDS) The MSDS shall include the following information.

A. The chemical name and the common name of the toxic substance.

B. The hazards or other risks in the use of the toxic substance, including:

1. The potential for fire, explosion, corrosiveness and reactivity;
2. The known acute and chronic health effects of risks from exposure, including the medical conditions which are generally recognized as being aggravated by the exposure to the toxic substance; and
3. The primary route of entry and symptoms of over exposure.

C. The proper precautions, handling practices, necessary personal protective equipment and other safety precautions in the use of or exposure to the toxic substances, including appropriate emergency treatment in case of over exposure.

D. The emergency procedure for spills, fire, disposal and first aid.

E. A description in lay terms of the known specified potential health risks posed by the toxic substance intended to alert any person reading this information.

F. The year and month, if available, that the information was compiled and the name, address and emergency telephone number of the manufacturer responsible for

preparing the information.

12. Safety Regulations

Equipment shall meet all state and federal safety regulations.

13. Payment

Partial billing will not be accepted. Escambia County will pay 100% of the contract price after all items have been delivered and accepted. Payment for accepted equipment/supplies/services will be accomplished by submission of an **original** invoice, in duplicate, to:

Escambia County Central Office Complex – Public Works Department
Attention: Donald Christian
3363 West Park Place
Pensacola, FL 32505

Please note that all Invoices shall include the PO/WO number, Item Number listed on the PO/WO, general description, quantity ordered, Unit Price and Extended Total for each item, as well as the Grand Total for all items listed on the PO/WO. Failure to comply with this process will result in the rejection of the Invoice and may result in delays in Contractor receiving payment. County staff is responsible for returning all incomplete invoices to the Contractor within ten (10) days. The County will reserve the right to explain in detail noncompliant invoices and corrective actions.

14. Assembly and/or Placement

All items shall be completely assembled when delivered to Escambia County.

All items shall be completely assembled by the awarded vendor in accordance with the issued PO/WO, prior to acceptance by Escambia County. Space will be provided by the County for on-site assembly by the awarded vendor. Details and diagrams for proper fabrication and installation contained in the Technical Specifications contained within this document. It will be the responsibility of the awarded vendor to supply the necessary labor and materials for the placement of all equipment as specified herein. Equipment is to be set-up, serviced, tested and demonstrated at no charge to Escambia County.

15. Warranty

The awarded vendor shall fully warrant all equipment furnished hereunder against defect in materials and/or workmanship for a period of **two (2) years** from date of delivery/acceptance by Escambia County.

Should any defect in materials or workmanship, except ordinary wear and tear, appear during the above stated warranty period, the awarded vendor shall repair or replace same at no cost to the County, immediately upon written notice from the Purchasing Manager.

16. Debris

Awarded vendor(s) shall be responsible for the prompt removal of all debris, which is a result of this contractual service.

17. Protection of Property/Security

The awarded vendor shall provide all barricades and take all necessary precautions to protect buildings and personnel.

All work shall be completed in every respect and accomplished in a professional manner and awarded vendor shall provide for removal of all debris from County property.

The awarded vendor shall at all times guard against damage or loss to property of Escambia County, or of other vendors or contractors, and shall be held responsible for replacing or repairing any such loss or damage.

The County may withhold payment or make such deductions as deemed necessary to insure reimbursement or replacement for loss or damage to property through negligence of the awarded offeror or his agent.

The awarded vendor shall at all times guard against injury to Escambia County employees. The vendor shall always properly fence and secure the construction site(s), including evenings and weekends.

The awarded vendor must, at all times, comply with State of Florida and Occupational Safety and Health Administration (OSHA) safety regulations.

18. Permits

The County and/or its contracted consultant(s) have conducted a review of required permits and fees required to be purchased by the contractor from the County permitting agencies for this specific project and they are listed on the bid form(s) to the best of our knowledge.

19. Contract Term/Renewal/Termination

The contract resulting from this Solicitation shall commence effective upon execution by both parties and extend for a period of twelve (12) months. The contract may be renewed for two (2) additional twelve (12) month periods, up to a maximum thirty-six (36) months upon mutual agreement by both parties. If any such renewal results in changes in the terms or conditions, such changes shall be reduced to writing as an addendum to this contract and such addendum shall be executed by both parties and approved by the Board of County Commissioners.

A. Renewal of the contract shall be subject to appropriation of funds by the Board of County Commissioners.

B. The initiation County department(s) shall issue release PO/WOs against the term contract on an "as needed" basis.

C. The contract may be canceled by the awarded vendor, for good cause, upon ninety (90) days prior written notice.

D. The County retains the right to terminate the contract, with or without good cause, upon thirty (30) days prior written notice.

E. In the event of termination by either party as provided herein, the awarded vendor shall be paid for services performed through the date of termination.

20. Pricing

All items sold to the County as a result of this award are subject to post sale audit adjustment. In the event an audit indicates offeror has not honored quoted price lists and

discounts, offeror will be liable for any and all overage charges.

21. Purchasing Agreements with other Government Agencies

The submission of any offer in response to this Solicitation constitutes an offer made under the same terms and conditions, for the same contract price, to other governmental agencies within Escambia, Santa Rosa Counties, unless otherwise stipulated by the offeror on the bid form.

Each governmental agency desiring to accept these offers, and make an award thereof, shall do so independently of any other governmental agency. Each agency shall be responsible for its own purchases and each shall be liable only for materials ordered and received by it, and no agency assumes any liability by virtue of this solicitation.

22. Changes - Service Contracts

The County may at any time by issuance of an executed change order make changes within the general scope of the contract in any of the following areas:

A. Description of services to be performed.

B. Time of performance (i.e., hours of the day, days of the week, etc.).

C. Place of performance of the services.

If additional work or other changes are required in the areas described above, an offer will be requested from the contractor. Upon negotiation of the offer, execution and receipt of the change order, the contractor shall commence performance of the work as specified.

The contractor shall not commence the performance of additional work or other changes not covered by this contract without an executed change order issued by the Office of Purchasing. If the contractor performs additional work beyond the specific requirements of this contract without an executed change order, it shall be at his own risk. The County assumes no responsibility for any additional costs for work not specifically authorized by an executed change order.

23. Ordering

The County may issue individual POs or releases from Blanket POs in the form of WOs against the Contract on an "As Needed" basis for the commodities or services listed on the Bid Form. Regardless of the method that the PO/WO is issued, the MINIMUM requirement for placing or filling an order shall include the PO/WO number, item number of the commodity being ordered, quantity being ordered, the Unit Price of item(s), and the number of days to complete the order.

Time is of the essence in the performance of the work under this Contract. Agreement is established by signing and accepting the terms of the Contract.

The "Commencement Date" and "Completion Date" will be identified on each PO/WO. Each PO/WO will be submitted to the Contractor for review with the Commencement Date and Completion Date clearly noted. The Contractor will have **three (3) business days** to review and return the signed PO/WO to the County. This signature indicates that the Contractor acknowledges the work to be done and the required dates for project beginning and completion. The Contractor does not have the right to refusal but can request a new

Commencement or Completion Date. The County reserves the right to refuse all such requests.

No work shall be performed at the project site(s) prior to the Commencement Date. Any work performed by the Contractor or their agent prior to the Commencement Date shall be at the sole risk of the Contractor.

The PO/WO shall be completed within the time schedule established therein. If work cannot be completed within the time allotted, the Contractor may request a time extension, which shall be submitted in writing to the Contract Administrator. All responses from the County shall be in writing to be deemed valid. Work not completed within the time allotted will result in Liquidated Damages.

Time allotted for work completion shall be specified according to the schedule below. The County reserves the right to increase or decrease the time allotted as needed to meet specific needs.

Schedule

PO/WO greater than $50,000.00	120 days
PO/WO greater than $20,000.00 - $49,999.99	60 days
PO/WO greater than $10,000.00 - $19,999.99	30 days
PO/WO greater than $5,000.00 - $9,999.99	15 days
PO/WO less than $5,000.00	10 days

Additional line items may be added post-award via an executed Change Order to the Contract. Changes due to unforeseen needs identified by the County shall be added by "Contract Amendment" (Exhibit B) to these specifications and be included as addendum(s) to the line items included in this solicitation. All amendments shall first be approved by the Escambia County Board of County Commissioners (BCC) prior to being added to the Contract as an addendum.

Upon notice of intent to amend the Contract by the County, or request to amend the Contract by the Contractor, the County will submit to the Contractor a Contract Amendment including a list of proposed items for inclusion in the amendment. The Contractor will sign, date, and return the proposed amendment to the Contract Administrator within three (3) business days. The Contract Administrator shall submit a Recommendation to the BCC for approval. Upon BCC approval, the amendment shall be forwarded to the Office of Purchasing for appropriate action relating to the Contract. Pricing stated in the Bid Form or as amended shall apply for the duration of the Contract.

24. Licenses, Certifications, Registrations

The offeror shall at any time of bid submission meet the license, certification, registration and any other requirements of the State, County, City and/or any other agency of authority with jurisdiction in such matters as necessary to perform the contractual services requested in this solicitation.

Copies of such licenses, certifications, registrations and any other requirements should be provided with the bid submission; and, the offeror shall provide follow-up evidence that as the contractor they maintain such credentials throughout the period of agreement.

25. Term of Offer

An offer shall constitute an irrevocable offer for a period of ninety (90) days from the

solicitation opening date or until the date of award, whichever is earlier, without forfeiting bid bond or check. In the event that an award is not made by the County within ninety (90) days from the solicitation opening date, the offeror may withdraw his offer or provide a written extension of his offer.

26. Award

Multiple awards will be made based upon responsibility and responsiveness to the needs of the County. It is the intent of the County to place PO/WOs with the responsive and responsible bidders who can provide the services based upon the needs of the County at the time.

Escambia County reserves the right to increase or decrease estimated quantities as required. Estimated quantities are shown on the bid form. It is understood by all bidders that these are only estimated quantities and the County is not obligated to purchase any minimum or maximum amount during the life of this contract.

27. Termination

The PO/WO or contract will be subject to immediate termination if either the product or service does not comply with the specifications as stated herein or fails to meet the County's performance standards. In the event that any of the provisions of the Contract are violated by the awarded vendor, Escambia County may serve written notice upon the awarded vendor of its intention to terminate the contract. Such notice is to state the reason(s) for such intention to terminate the contract. The liability of the vendor for any and all such violation(s) shall not be affected by any such termination and his surety, if any, shall be forfeited.

28. Termination (Services)

The Contract Administrator shall notify the Office of Purchasing of unsatisfactory performance and/or deficiencies in service that remain unresolved or recurring. The Office of Purchasing shall notify the contractor, in writing, of such unresolved or recurring deficiencies within **five (5) working days** of notification by the Contract Administrator.

Upon the third such written notification of unsatisfactory performance and/or deficiencies to the contractor by the Office of Purchasing within a four (4) month period; or the sixth such notification within any contract term, shall result in issuance of written notice of immediate contract termination to the contractor by the Office of Purchasing. Such termination may also result in suspension or debarment of the contractor.

29. Termination (Public Records Request)

If the contractor refuses to 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 contractor in conjunction with this agreement then the County may, without prejudice to any right or remedy and after giving the contractor and his surety, if any, seven (7) days written notice,

during which period contractor still fails to allow access, terminate the employment of the contractor and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon, owned by the contractor, and may finish the project by whatever method it may deem expedient. In such case, the contractor shall not be entitled to receive any further payment until the project is finished. Reasonable terminal expenses incurred by the County may be deducted from any payments left owing the contractor (excluding monies owed the contractor for subcontract work.)

30. As Specified

All items delivered shall meet the specifications herein. Items delivered not as specified will be returned at no expense by Escambia County. The County may return, for full credit, any unused items received which fail to meet the County's performance standards.

Non-Contract Insurance Requirements

31. Standard Insurance Requirements and Certificates

This offer contains an extensive insurance requirement. Offerors are encouraged to review these requirements with their insurance agents before submitting offers.

It is not necessary to have this level of insurance in effect at the time of submitting the offer.

A letter from the offeror's insurance carrier will be required as evidence that the offeror will be able to obtain the levels of insurance as required by the contract and indicated on the Sample Certificate of Insurance should your firm be awarded the contract.

A. County Insurance Required

The contractor shall procure and maintain the following described insurance, except for coverages specifically waived by the County. Such policies shall be from insurers with a minimum financial size of VII according to the latest edition of the AM Best Rating Guide. An A or better Best Rating is "preferred"; however, other ratings if "Secure Best Ratings" may be considered. Such policies shall provide coverages for any or all claims which may arise out of, or result from, the services, work and operations carried out pursuant to and under the requirements of the contract documents, whether such services, work and operations be by the contractor, its employees, or by subcontractor(s), or anyone employed by or under the supervision of any of them, or for whose acts any of them may be legally liable.

The contractor shall require and shall be responsible for assuring throughout the time the agreement is in effect, that any and all of its subcontractors obtain and maintain until the completion of that subcontractor's work, such of the insurance coverages described herein as are required by law to be provided on behalf of their employees and others.

The required insurance shall be obtained and written for not less than the limits of liability specified hereinafter, or as required by law, whichever is greater.

These insurance requirements shall not limit the liability of the contractor.

The County does not represent these types or amounts of insurance to be sufficient or adequate to protect the contractor's interests or liabilities but are merely minimums.

Except for worker's compensation and professional liability, the contractor's insurance policies shall be endorsed to name Escambia County as an additional insured to the extent of its interests arising from this agreement, contract or lease.

The contractor waives its right of recovery against the County, to the extent permitted by its insurance policies.

The contractor's deductibles/self-insured retentions shall be disclosed to the County and may be disapproved by the County. They shall be reduced or eliminated at the option of the County. The contractor is responsible for the amount of any deductible or self-insured retention.

Insurance required of the contractor or any other insurance of the contractor shall be considered primary, and insurance of the County, if any, shall be considered excess, as may be applicable to claims obligations which arise out of this agreement, contract or lease.

B. Workers Compensation Coverage

The contractor shall purchase and maintain worker's compensation insurance for all worker's compensation obligations imposed by state law and with employer's liability limits of at least $100,000 each accident and $100,000 each employee/$500,000 policy limit for disease, or a valid certificate of exemption issued by the state of Florida, or an affidavit in accordance with the provisions of Florida Workers Compensation law.

Contractor shall also purchase any other coverages required by law for the benefit of employees.

C. General, Automobile and Excess or Umbrella Liability Coverage

The contractor shall purchase and maintain coverage on forms no more restrictive than the latest editions of the commercial general liability and business auto policies of the insurance services office.

Minimum limits of $1,000,000.00 per occurrence for all liability must be provided, with excess or umbrella insurance making up the difference, if any, between the policy limits of underlying policies (including employer's liability required in the worker's compensation coverage section) and the total amount of coverage required.

D. General Liability Coverage - Occurrence Form Required

Coverage A shall include bodily injury and property damage liability for premises, operations, products and completed operations, independent contractors, contractual liability covering this agreement, contract or lease, broad form property damage coverages, and property damage resulting from explosion, collapse or underground (x, c, u) exposures.

Coverage B shall include personal injury.

Coverage C, medical payments, is not required.

The contractor is required to continue to purchase products and completed operations coverage, at least to satisfy this agreement, contract or lease, for a minimum of three years beyond the County's acceptance of renovation or construction projects.

E. Business Auto Liability Coverage

Business auto liability coverage is to include bodily injury and property damage arising out of ownership, maintenance or use of any auto, including owned, non-owned and hired automobiles and employee non-ownership use.

The General Liability and Business Auto Liability policies shall be endorsed to include Escambia County as an additional insured and provide for 30-day notification of cancellation.

F. **Excess or Umbrella Liability Coverage** (If utilized to achieve required policy limits)

Umbrella liability insurance is preferred, but an excess liability equivalent may be allowed. Whichever type of coverage is provided, it shall not be more restrictive than the underlying insurance policy coverages. Umbrella coverage shall drop down to provide coverage where the underlying limits are exhausted.

G. **Evidence/Certificates of Insurance**

Required insurance shall be documented in certificates of insurance. If and when required by the County, certificates of insurance shall be accompanied by documentation that is acceptable to the County establishing that the insurance agent and/or agency issuing the certificate of insurance has been duly authorized, in writing, to do so by and on behalf of each insurance company underwriting the insurance coverage(s) indicated on each certificate of insurance.

New certificates of insurance are to be provided to the County at least 30 days prior to coverage renewals. Failure of the contractor to provide the County with such renewal certificates may be considered justification for the County to terminate this agreement, contract or lease.

Certificates should contain the following additional information:

1. Indicate that Escambia County is an additional insured on the general liability and business auto liability policies.

2. Include a reference to the project and the Office of Purchasing number.

3. Disclose any self-insured retentions in excess of $1,000.

4. Designate Escambia County as the certificate holder as follows:

   Escambia County
   Attention: Jeffrey Lovingood, Purchasing Specialist
   Office of Purchasing, Room 11.101
   P.O. Box 1591
   Pensacola, FL 32591-1591
   Fax (850) 595-4806

5. Indicate that the County shall be notified at least 30 days in advance of cancellation.

Receipt of certificates or other documentation of insurance or policies or copies of policies by the County, or by any of its representatives, which indicate less coverage than required does not constitute a waiver of the contractor's obligation to fulfill the insurance requirements herein.

If requested by the County, the contractor shall furnish complete copies of the contractor's insurance policies, forms and endorsements, and/or such additional information with respect to its insurance as may be requested.

For commercial general liability coverage, the contractor shall, at the option of the

County, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage.

Endorsements/Additional Insurance

The County may require the following endorsements or additional types of insurance.

H. Termination/Adverse Change Endorsement

All of contractor's policies, except for professional liability and worker's compensation insurance, are to be endorsed, and the contractor's certificate(s) of insurance shall state, that the County shall be notified at least 30 days in advance of cancellation, nonrenewal or adverse change.

32. Indemnification

Contractor agrees to save harmless, indemnify, and defend County and Architect/Engineer and their, agents, officers and employees from any and all claims, losses, penalties, interest, demands, judgments, and costs of suit, including attorneys' fees and paralegals' fees, for any expense, damage or liability incurred by any of them, whether for personal injury, death, property damage, direct or consequential damages, or economic loss, including environmental impairment, arising directly or indirectly on account of or in connection with the Work done by Contractor under this Agreement or by any person, firm or corporation to whom any portion of the Work is subcontracted by Contractor or resulting from the use by Contractor, or by any one for whom Contractor is legally liable, of any materials, tools, machinery or other property of County. County and Contractor agree the first $100.00 of the Contract Amount paid by County to Contractor shall be given as separate consideration for this indemnification, and any other indemnification of County by Contractor provided for within the Contract Documents, the sufficiency of such separate consideration being acknowledged by Contractor by Contractor's acceptance and execution of the Agreement. The Contractor's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance. The Contractor agrees to pay on behalf of Escambia County, as well as provide a legal defense for the County, both of which will be done only if and when requested by the County, for all claims made. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

PD 18-19.007 INSTALLATION, REFURBISHMENT, AND REMOVAL OF PAVEMENT MARKINGS AND ASSOCIATED ITEMS

EXHIBIT I
TECHNICAL SPECIFICATIONS

PAVEMENT MARKINGS

PART 1 – GENERAL

1.1 Related Documents

A. Drawings and General Provisions of the Contract, including General and Supplementary Conditions and other Specifications Sections, apply to work of this section.

B. Unless otherwise specified on the plan sheets or in the other sections of this Agreement, all materials and work shall conform to the applicable requirements in the following documents:

1) Florida Department of Transportation (FDOT) *Roadway and Traffic Design Standards*, Indices 17344 through 17347, 17352, and 17359, latest edition.

2) Florida Department of Transportation *Standard Specifications for Road and Bridge Construction*, Sections 701, 705, 706, 710, 711, 970, 971, and 933, latest edition.

3) USDOT, Federal Highway Administration *Manual on Uniform Traffic Control Devices for Streets and Highways*, latest edition.

GENERAL EXCEPTIONS: Any reference to FDOT *Standard Specifications for Road and Bridge Construction* (latest edition) Division I General Requirements & Covenants shall be excluded and not applicable to any specification referred herein, or otherwise listed in this document.

1.2 Description of Work

The work under this section includes the installation and removal of temporary and permanent pavement markings, textured pavement, reflective markers, galvanized posts, flex posts, delineators, wheel stops, and audible and vibratory pavement markings. The Contractor shall furnish all labor, materials, tools, supplies, equipment, and machinery necessary to fully complete the work shown in the plans and in these specifications. Pavement making notes on plan sheets shall take precedence over and modify conflicting Technical Specifications.

PART 2 – PRODUCTS

2.1 Materials

All materials shall be new and of good quality unless otherwise specified. The Contractor, at his own expense and if requested by the County's Project Administrator, shall furnish samples of material and/or shall certify that the material meets all FDOT requirements. All material or work that has been rejected shall be remedied by the Contractor at his own expense and without delay. If the Contractor fails to promptly remove and/or dispose of rejected material and replace the same, the County's Project Administrator may remove and replace the same and deduct the cost of the work from the Contract amount.

2.2 Temporary Pavement Markings

Materials for temporary pavement marking shall meet all requirements of FDOT specifications, Section 710, latest edition.

2.3 Permanent Pavement Markings

Materials for permanent pavement markings shall meet all requirements of FDOT specifications, Section 711, latest edition.

2.4 Reflective Pavement Markers

Materials for reflective pavement markers shall meet all requirements of FDOT specifications, Section 706, latest edition.

2.5 Object Markers and Delineators

Materials for object markers shall meet all requirements of FDOT specifications, Section 705, latest edition.

2.6 Audible and Vibratory Pavement Markings

Materials for audible and vibratory pavement markings shall meet all requirements of FDOT specifications, Section 701, latest edition.

PART 3 – EXECUTION

3.1 General

All pavement markings shall be applied in accordance with FDOT specifications and requirements.

3.2 Temporary Pavement Markings

Temporary Pavement Markings shall be installed at the end of each day on new pavement surfaces and shall be maintained until permanent markings are installed.

3.3 Permanent Pavement Markings

Permanent pavement markings, including painted stripes, thermoplastic stripes, and reflective pavement markers, shall be installed as shown in the plans. Materials and installation shall conform to applicable standards in the documents referenced in Section 1.1. Installation of permanent markings on all final asphaltic concrete surfaces shall not be accomplished prior to fourteen (14) calendar days, nor later than thirty (30) calendar days, after placement of the final surfaces.

3.4 Retro-Reflectivity

The Contractor shall, within thirty (30) days of completion, furnish retro-reflectivity readings certifying that the materials (Exhibit C) meet all FDOT requirements as per Part 1, 1.1.B.2, Sections 710 and 711.

PART 4 – MEASUREMENT and PAYMENT

4.1 Method of Measurement

The County Project Administrator may specify a lump sum or unit of measurement for quantities in place.

The quantities to be paid for under this Section will be the length in feet or gross mile of Skip Traffic Stripes, the length in feet or gross mile of Solid Traffic Stripes, the number of directional arrows and pavement messages, the area painted in square feet or of Reflective Paint (Island Nose), and the area in square feet or the length in feet to remove existing markings. Measurement will be taken as the distance from the beginning of the first painted stripe to the end of the last painted stripe with proper deductions made for unpainted intervals, which shall not be included in pay quantity.

4.2 Basis of Payment

Prices and payment will be full compensation for all work specified in the Section, including all cleaning and preparing of surfaces, furnishing all materials, application, curing, and protection of all items, MOT, furnishing of all tools, machines and equipment, and all incidentals necessary to complete the work. Final payment will be withheld until all deficiencies are corrected.

Board of County Commissioners • Escambia County, Florida

Paul R. Nobles/Purchasing Manager
Office of Purchasing

December 5, 2018

To: All Known Prospective Bidders

ADDENDUM NUMBER 1:

Re: PD 18-19.007 Installation, Refurbish, and Removal of Pavement Markings and Associated Items

All:

Your firm recently received a Request for Letters of Interest for the above-mentioned specification.

This Addendum Number 1 provides for an answer to the following question:

Question 1: The pay item for skip stripe is gross mile (GM). That means the contractor is paid from the beginning of the first painted stripe to the end of the last painted stripe, including the gaps. However, on page number 26 of 26 of the Solicitation, paragraph 4.1 states "Measurement will be taken as the distance from the beginning of the first painted stripe to the end of the last painted stripe with proper deductions made for unpainted intervals, which shall not be included in pay quantity." This is the definition of net mile (NM). Please clarify whether the skip stripe will be paid for as gross mile or net mile.

Answer 1: *Please provide Unit Pricing for skip stripe as Net Mile (NM) not Gross Mile (GM). While the Excel Bid Form will show "GM," it shall be understood by all parties that skip stripe is to be priced as Net Mile.*

This Addendum Number 1 is furnished to all known prospective bidders. Please sign and return one copy of this Addendum, with original signature, with your bid as an acknowledgement of your having received same. You may photo copy this form for your records.

Sincerely,

Jeffrey Lovingood
Purchasing Specialist

JDL

Acknowledgement of Receipt of Addendum:

SIGNED: _____

COMPANY: _____

SOLICITATION, OFFER, AND BID FORM

ESCAMBIA COUNTY, FLORIDA

Submit offers to:
Jeff Lovingood, 850-595-4953
Purchasing Specialist
Office of Purchasing, 2nd Floor, Room 11.101
213 Palafox Place, Pensacola, FL 32502
or P.O. Box 1591, Pensacola, FL 32591-1591

Invitation to Bid
Installation, Refurbish, and Removal of Pavement Markings and Associated Items
Solicitation Number PD 18-19.007

SOLICITATION

Mailing Date: November 13, 2018

Pre-Solicitation Conference: A Non-Manc Pre-Solicitation Conference will be held in the Office of Purchasing Conference Room, 11.407, at 213 Palafox Pl. Pensacola, FL 32502 at 10:00 AM CST, November 28, 2018

Offers Will Be Received Until: 2:00 PM CST, December 13, 2018, and may not be withdrawn within 90 days after such date and time.

POSTING OF SOLICITATION TABULATIONS

Solicitation tabulations with Recommended Awards will be posted for review by interested parties at the Escambia County Office of Purchasing, and will remain posted for a period of two (2) business days. Failure to file a protest in writing within two (2) business days after posting of the soliciation tabulation shall constitute a waiver of any protest relating to this soliciation. All protests must be filed with the Escambia County Office of Purchasing. Protests will be handled according to Escambia County Purchasing Ordinance.

OFFER (shall be completed by Offeror)

Federal Employer ID Number or S.S. Number: 63-0569702

Terms of Payment Net 30

Delivery Date will be 14 **days after receipt of Purchase Order**

Vendor Name: Ozark Striping Company, Inc.

Address: 8840 Fowler Ave

Bid Bond Attached $ 500

City, State, Zip: Pensacola, FL 32534

Phone: 334-774-2138 **Toll Free:**

Fax: 334-774-9073 **Contact:** Leon M. Gross, III

Leon M. Gross, III - President

Name & Title of Person Authorized to Sign Offer

* Signature of Person Authorized to Sign Offer (Original Signature Required)

** Failure to execute this Form binding the bidder/proposer's offer shall result in the bid/proposal being rejected as non-responsive.*

I certify that this offer is made without prior understanding, agreement, or connection, with any Corporation, firm or person submitting an offer for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this offer and certify that I am authorized to sign this offer for the Offeror and that the Offeror is in compliance with all requirements of the solicitation, including but not limited to certification requirements. In submitting an offer to Escambia County Florida, the Offeror agrees that if the offer is accepted, the Offeror will convey, sell, assign or transfer to Escambia County Florida all rights title and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchase or acquired by Escambia County Florida. At the County's discretion, such assignment shall be made and become effective at the time the County tenders final payment to the Offeror.

BID FORM

BASE BID: $ 96027.96

EXHIBIT B

Part 1: Application of Paint Markings (White, Yellow, Blue, Red)

Item #	Description of Work Order Items	Unit	10 Days	15-30 Days*	60-120 Days*
PO100	Skip Stripe, 4", 10'-30' Skip	GM	$1,240.00	$1,240.00	$1,240.00
PO101	Skip Stripe, 4", 10'-30' Skip	LF	$1.50	$1.50	$1.50
PO102	Skip Stripe, 4", 6'-10' Skip	LF	$1.50	$1.50	$1.50
PO103	Skip Stripe, 4", 2'-4' Skip	LF	$1.50	$1.50	$1.50
PO104	Solid Stripe, 4"	LF	$1.50	$1.50	$1.50
PO105	Solid Stripe, 4"	GM	$620.00	$620.00	$620.00
PO106	Skip Stripe, 6", 10'-30' Skip	GM	$1,580.00	$1,580.00	$1,580.00
PO107	Skip Stripe, 6", 10'-30' Skip	LF	$1.50	$1.50	$1.50
PO108	Skip Stripe, 6", 6'-10' Skip	LF	$1.50	$1.50	$1.50
PO109	Skip Stripe, 6", 2'-4' Skip	LF	$1.50	$1.50	$1.50
PO110	Solid Stripe, 6"	GM	$790.00	$790.00	$790.00
PO111	Solid Stripe, 6"	LF	$1.50	$1.50	$1.50
PO112	Solid Stripe, 12"	LF	$2.50	$2.50	$2.50
PO113	Solid Stripe, 18"	LF	$3.50	$3.50	$3.50
PO114	Solid Stripe, 24"	LF	$4.50	$4.50	$4.50
PO115	Directional Arrow, Single headed, 12SF	EA	$32.00	$32.00	$32.00
PO116	Directional Arrow, Single headed, 16SF	EA	$40.00	$40.00	$40.00
PO117	Directional Arrow, Double headed, 27SF	EA	$48.00	$48.00	$48.00
PO118	"Bump" Pavement Message	EA	$65.00	$65.00	$65.00
PO119	Removal "Bump" Pavement Message	EA	$90.00	$90.00	$90.00
PO120	Hump Markings (Ref: 3B-29 "A") MUTCD	EA	$100.00	$100.00	$100.00
PO121	Hump Markings (Ref: 3B-30 "A") MUTCD	EA	$100.00	$100.00	$100.00
PO122	Hump Markings (Ref: 3B-31 "Advance") MUTCD	EA	$150.00	$150.00	$150.00
PO123	Combination (Ref: 3B-29 "A" & "Advance") MUTCD	EA	$250.00	$250.00	$250.00
PO124	Combination (Ref: 3B-30 "A" & "Advance") MUTCD	EA	$250.00	$250.00	$250.00
PO125	"Lane" Pavement Message	EA	$50.00	$50.00	$50.00
PO126	"Left" Pavement Message	EA	$50.00	$50.00	$50.00
PO127	"Merge" Pavement Message	EA	$60.00	$60.00	$60.00
PO128	"Only" Pavement Message	EA	$50.00	$50.00	$50.00
PO129	"Ped Xing" Pavement Message	EA	$68.00	$68.00	$68.00
PO130	"Right" Pavement Message	EA	$60.00	$60.00	$60.00
PO131	"RXR" Pavement Message	EA	$120.00	$120.00	$120.00
PO132	"School" Pavement Message	EA	$80.00	$80.00	$80.00
PO133	"Stop" Pavement Message	EA	$50.00	$50.00	$50.00
PO134	"Yield" Pavement Message	EA	$60.00	$60.00	$60.00
PO135	Approach Yield (Ref:3B-14a) MUTCD	EA	$35.00	$35.00	$35.00

Part 1: Application of Paint Markings (White, Yellow, Blue, Red)

Item #	Description of Work Order Items	Unit	10 Days	15-30 Days*	60-120 Days*
PO136	Approach Yield (Ref:3B-14b) MUTCD	EA	$35.00	$35.00	$35.00
PO137	"Turn" Pavement Message	EA	$50.00	$50.00	$50.00
PO138	Diamond Pavement Message	EA	$50.00	$50.00	$50.00
PO139	Bike Symbol Pavement Message	EA	$50.00	$50.00	$50.00
PO140	Bike Symbol "Arrow"	EA	$40.00	$40.00	$40.00
PO141	Bike Symbol & Arrow	EA	$90.00	$90.00	$90.00
PO142	5' Handicapped Symbol Pavement Message	EA	$75.00	$75.00	$75.00
PO143	3' Handicapped Symbol Pavement Message	EA	$50.00	$50.00	$50.00
PO144	Removal of Paint Markings	LF	$1.00	$1.00	$1.00
PO145	Removal of Paint Markings	SF	$3.00	$3.00	$3.00
PO146	Solid Stripe, 4" (BLUE)	LF	$1.50	$1.50	$1.50
PO147	Solid Stripe, 6" (BLUE)	LF	$1.50	$1.50	$1.50
PO148	Removal of Combination (Ref: 3B-29 "A" & Advance) MUTCD	EA	$350.00	$350.00	$350.00
PO149	Removal of Combination (Ref: 3B-30 "A" & Advance) MUTCD		$350.00	$350.00	$350.00
PO150	Temporary Removal Tape 6" White	EA	$50.00	$50.00	$50.00
PO151	Temporary Removal Tape 6" Blue	EA	$50.00	$50.00	$50.00
PO152	Temporary Removal Tape Handicap Emblem	EA	$35.00	$35.00	$35.00
		Total	**$7,342.50**	**$7,342.50**	**$7,342.50**

Part 2: Application of Thermoplastic Markings (White, Yellow, Blue, Red)

Item #	Description of Work Order Items	Unit	10 Days	15-30 Days*	60-120 Days*
TO100	Skip Stripe, 4", 10'-30' Skip	GM	$6,500.00	$6,500.00	$6,500.00
TO101	Skip Stripe, 4", 10'-30' Skip	LF	$2.50	$2.50	$2.50
TO102	Skip Stripe, 4", 6'-10' Skip	LF	$2.50	$2.50	$2.50
TO103	Skip Stripe, 4", 2'-4' Skip	LF	$2.50	$2.50	$2.50
TO104	Solid Stripe, 4"	LF	$2.50	$2.50	$2.50
TO105	Solid Stripe, 4"	GM	$2,650.00	$2,650.00	$2,650.00
TO106	Skip Stripe, 6", 10'-30' Skip	GM	$8,000.00	$8,000.00	$8,000.00
TO107	Skip Stripe, 6", 10'-30' Skip	LF	$2.50	$2.50	$2.50
TO108	Skip Stripe, 6", 6'-10' Skip	LF	$2.50	$2.50	$2.50
TO109	Skip Stripe, 6", 2'-4' Skip	LF	$2.50	$2.50	$2.50
TO110	Solid Stripe, 6"	GM	$3,200.00	$3,200.00	$3,200.00
TO111	Solid Stripe, 6" Audible and Vibratory	GM	$5,700.00	$5,700.00	$5,700.00
TO112	Solid Stripe, 6"	LF	$3.50	$3.50	$3.50
TO113	Solid Stripe, 6" Audible and Vibratory	LF	$5.00	$5.00	$5.00
TO114	Solid Stripe, 12"	LF	$4.50	$4.50	$4.50
TO115	Solid Stripe, 18"	LF	$6.25	$6.25	$6.25
TO116	Solid Stripe, 24"	LF	$7.85	$7.85	$7.85
TO117	Directional Arrow, Single headed 12SF	EA	$60.00	$60.00	$60.00
TO118	Directional Arrow, Single headed 16SF	EA	$80.00	$80.00	$80.00
TO119	Directional Arrow, Double headed, 27SF	EA	$135.00	$135.00	$135.00
TO120	"Bump" Thermoplastic Message	EA	$150.00	$150.00	$150.00
TO121	Removal "Bump" Thermoplastic Message	EA	$90.00	$90.00	$90.00
TO122	Hump Markings (Ref: 3B-29 "A") MUTCD	EA	$225.00	$225.00	$225.00
TO123	Hump Markings (Ref: 3B-30 "A") MUTCD	EA	$225.00	$225.00	$225.00
TO124	Hump Markings (Ref:3B-31 "Advance") MUTCD	EA	$350.00	$350.00	$350.00
TO125	Combination (Ref: 3B-29 "A" & Advance) MUTCD	EA	$575.00	$575.00	$575.00
TO126	Combination (Ref: 3B-30 "A" & Advance) MUTCD	EA	$575.00	$575.00	$575.00
TO127	"Lane" Thermoplastic Message	EA	$125.00	$125.00	$125.00
TO128	"Left" Thermoplastic Message	EA	$125.00	$125.00	$125.00
TO129	"Merge" Thermoplastic Message	EA	$150.00	$150.00	$150.00
TO130	"Only" Thermoplastic Message	EA	$125.00	$125.00	$125.00
TO131	"Ped Xing" Thermoplastic Message	EA	$150.00	$150.00	$150.00
TO132	"Right" Thermoplastic Message	EA	$135.00	$135.00	$135.00
TO133	"RXR" Thermoplastic Message	EA	$350.00	$350.00	$350.00
TO134	"School" Thermoplastic Message	EA	$170.00	$170.00	$170.00

Part 2: Application of Thermoplastic Markings (White, Yellow, Blue, Red)

Item #	Description of Work Order Items	Unit	10 Days	15-30 Days*	60-120 Days*
TO135	"Stop" Thermoplastic Message	EA	$125.00	$125.00	$125.00
TO136	"Yield" Thermoplastic Message	EA	$140.00	$140.00	$140.00
TO137	Approach Yield (Ref: 3B-14a) MUTCD	EA	$60.00	$60.00	$60.00
TO138	Approach Yield (Ref: 3B-14b) MUTCD	EA	$60.00	$60.00	$60.00
TO139	"Turn" Thermoplastic Message	EA	$125.00	$125.00	$125.00
TO140	Diamond Thermoplastic Message	EA	$150.00	$150.00	$150.00
TO141	Bike Symbol Thermoplastic Message	EA	$200.00	$200.00	$200.00
TO142	Bike Symbol "Arrow"	EA	$35.00	$35.00	$35.00
TO143	Bike Symbol & Arrow	EA	$235.00	$235.00	$235.00
TO144	5' Handicapped Symbol Thermoplastic Message	EA	$150.00	$150.00	$150.00
TO145	3' Handicapped Symbol Thermoplastic Message	EA	$125.00	$125.00	$125.00
TO146	Removal of Thermoplastic Markings	LF	$1.00	$1.00	$1.00
TO147	Removal of Thermoplastic Markings	SF	$3.00	$3.00	$3.00
TO148	Rumble Strips FDOT Index 518 (1 set)	EA	$335.00	$335.00	$335.00
TO149	Rumble Strips FDOT Index 518 (4 sets)	EA	$1,340.00	$1,340.00	$1,340.00
TO150	Solid Stripe, 4" (BLUE)	LF	$3.50	$3.50	$3.50
TO151	Solid Stripe, 6" (BLUE)	LF	$5.00	$5.00	$5.00
TO152	Removal of Combination (Ref:3B-29"A" & Advance) MUTCD	EA	$350.00	$350.00	$350.00
TO153	Removal of Combination (Ref:3B-30"A" & Advance) MUTCD	EA	$350.00	$350.00	$350.00
TO154	Removal of Thermoplastic Rumble Stripe FDOT Index 518 (1 set)	EA	$500.00	$500.00	$500.00
TO155	Removal of Thermoplastic Rumble Stripe FDOT Index 518 (4 sets)	EA	$2,000.00	$2,000.00	$2,000.00
TO156	Street Print Brand Textured Pavement, Brick, Red (w/layout & prep.)	SF	$8.50	$8.50	$8.50
TO157	Street Print Brand Textured Pavement, Brick, Red (refurbish only)	SF	$3.50	$3.50	$3.50
		Total	**$36,194.10**	**$36,194.10**	**$36,194.10**

Part 3: Layout (Only) for Installation of Pavement Markings*

Item #	Description of Work Order Items	Unit	10 Days	15-30 Days*	60-120 Days*
LO100	Sk+C17+B2:B36+B2:B37+C17+B2:B36+B2:B2:B38	GM	$50.00	$50.00	$50.00
LO101	Skip Stripe, 4", 10'-30' Skip	LF	$1.00	$1.00	$1.00
LO102	Skip Stripe, 4", 6'-10' Skip	LF	$1.00	$1.00	$1.00
LO103	Skip Stripe, 4", 2'-4' Skip	LF	$1.00	$1.00	$1.00
LO104	Solid Stripe, 4"	LF	$1.00	$1.00	$1.00
LO105	Solid Stripe, 4"	GM	$125.00	$125.00	$125.00
LO106	Skip Stripe, 6", 10'-30' Skip	GM	$125.00	$125.00	$125.00
LO107	Skip Stripe, 6", 10'-30' Skip	LF	$1.00	$1.00	$1.00
LO108	Skip Stripe, 6", 6'-10' Skip	LF	$1.00	$1.00	$1.00
LO109	Skip Stripe, 6", 2'-4' Skip	LF	$1.00	$1.00	$1.00
LO110	Solid Stripe, 6"	GM	$125.00	$125.00	$125.00
LO111	Solid Stripe, 6"	LF	$1.00	$1.00	$1.00
LO112	Solid Stripe, 12"	LF	$1.00	$1.00	$1.00
LO113	Solid Stripe, 18"	LF	$2.00	$2.00	$2.00
LO114	Solid Stripe, 24"	LF	$2.00	$2.00	$2.00
LO115	Directional Arrow, Single-headed 12SF	EA	$5.00	$5.00	$5.00
LO116	Directional Arrow, Single-headed 16SF	EA	$5.00	$5.00	$5.00
LO117	Directional Arrow, Double-headed 27SF	EA	$10.00	$10.00	$10.00
LO118	"Bump" Thermoplastic Message	EA	$10.00	$10.00	$10.00
LO119	Hump Markings (Ref: 3B-29 "A") MUTCD	EA	$50.00	$50.00	$50.00
LO120	Hump Markings (Ref: 3B-30 "A") MUTCD	EA	$50.00	$50.00	$50.00
LO121	Hump Markings (Ref: 3B-31 "Advance") MUTCD	EA	$100.00	$100.00	$100.00
LO122	Combination (Ref: 3B-29 "A" & "Advance") MUTCD	EA	$150.00	$150.00	$150.00
LO123	Combination (Ref: 3B-30 "A" & "Advance") MUTCD	EA	$150.00	$150.00	$150.00
LO124	"Lane" Pavement Message	EA	$10.00	$10.00	$10.00
LO125	"Left" Pavement Message	EA	$10.00	$10.00	$10.00
LO126	"Merge" Pavement Message	EA	$10.00	$10.00	$10.00
LO127	"Only" Pavement Message	EA	$10.00	$10.00	$10.00
LO128	"Ped Xing" Pavement Message	EA	$10.00	$10.00	$10.00
LO129	"Right" Pavement Message	EA	$10.00	$10.00	$10.00
LO130	"RXR" Pavement Message	EA	$10.00	$10.00	$10.00
LO131	"School" Pavement Message	EA	$10.00	$10.00	$10.00
LO132	"Stop" Pavement Message	EA	$10.00	$10.00	$10.00
LO133	"Yield" Pavement Message	EA	$10.00	$10.00	$10.00
LO134	Approach Yield (Ref: 3B-14a) MUTCD	EA	$10.00	$10.00	$10.00

LO135	Approach Yield (Ref: 3B-14b) MUTCD	EA	$10.00	$10.00	$10.00
LO136	"Turn" Pavement Message	EA	$10.00	$10.00	$10.00
LO137	Diamond Pavement Message	EA	$10.00	$10.00	$10.00
LO138	Bike Symbol Pavement Message	EA	$10.00	$10.00	$10.00
LO139	Bike Symbol "Arrow"	EA	$10.00	$10.00	$10.00
LO140	Bike Symbol "Arrow"	EA	$10.00	$10.00	$10.00
LO141	Handicapped Symbol Pavement Message	EA	$10.00	$10.00	$10.00
LO142	Rumble Strips FDOT Index 518 (1 set)	EA	$50.00	$50.00	$50.00
LO143	Rumble Strips FDOT Index 518 (4 sets)	EA	$100.00	$100.00	$100.00
		Total	**$1,298.00**	**$1,298.00**	**$1,298.00**

***Layout - Measuring and marking locations for pavement markings and associated items where none previously existed or previous locations are indiscernible.**

Part 4: Layout and Installation of Reflective Pavement Markings and Flexible Post Channelizers (All Colors)

Item #	Description of Work Order Items	Unit	10 Days	15-30 Days*	60-120 Days*
RO100	Mono-directional Reflective (RPM), (F&I)	EA	$6.00	$6.00	$6.00
RO101	Bi-directional Reflective (RPM), (F&I)	EA	$6.00	$6.00	$6.00
RO102	Removal, Reflective Pavement Markers	EA	$1.00	$1.00	$1.00
RO103	Flexible Post C Delineators, 36" (F&I)	EA	$125.00	$125.00	$125.00
RO104	Removal, Flexible Post Delineators	EA	$35.00	$35.00	$35.00
RO105	Impact Recovery Flexible Delineators, 48" (F&I)	EA	$125.00	$125.00	$125.00
RO106	Impact Recovery Flexible Delineators, 60" (F&I)	EA	$125.00	$125.00	$125.00
RO107	Impact Recovery Flexible Delineators, 60" (F&I)	EA	$125.00	$125.00	$125.00
RO108	Type IV (Diamond Grade) 6" X 12" Delineators, post type, 7ft galvanized, U-Channel (2#/ft)	EA	$75.00	$75.00	$75.00
		Total	**$623.00**	**$623.00**	**$623.00**

Part 5: Installation, Relocation and Removal of Wheel Stops

Item #	Description of Work Order Items	Unit	10 Days	15-30 Days*	60-120 Days*
WO100	6' long, Concrete or Rubber Wheel Stops Anchored with 12" Drift Pins, (F&I)	EA	$110.00	$110.00	$110.00
WO100	Relocate, 6' long, Concrete or Rubber Wheel Stops Anchored with 12" Drift Pins, in existing asphalt	EA	$110.00	$110.00	$110.00
WO100	Remove, 6' long, Concrete or Rubber Wheel Stops Anchored with 12" Drift Pins, in existing asphalt	EA	$50.00	$50.00	$50.00
		Total	**$270.00**	**$270.00**	**$270.00**

Part 6: Night Application of Pavement Markings and Associated Items

Application of Pavement Markings and Associated Items to be performed between the hours of 8:00 PM and 6:00 AM

Work Required by the County to be performed under Part 6 will include a Flat Rate or Percentage Adder for the Contractor to cover the increase in night-time operational costs, in addition to the line item amounts. If the Percentage Adder amount is less than the Flat Rate Adder amount, the Flat Rate Adder amount will supercede the Percentage.

Note: The Flate Rate Adder should be the minimum additional cost the Contractor considers is necessary for smaller jobs to compensate for increased night-time operational costs.

Flat Rate Adder:	$750.00				
Percentage Adder:	$45,727.60 Uses Subtotals in "10 Days" column from Parts 1-5 for this total.	*	10.00% Percentage	=	$4,572.76 **Percentage Adder Total**
Grand Total Adder:	$45,727.60 Uses Subtotals in "10 Days" column from Parts 1-5 for this total.	+	$4,572.76 Select the LARGER of the two adders. Enter the Flat Rate amount **OR** the Percentage amount.	=	$50,300.36 **Part 6 Total**