CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date:	06/17/2020
Contract/Lease Control #:	<u>C17-2580-PW</u>
Procurement#:	<u>RFB PW 57-17</u>
Contract/Lease Type:	CONTRACT
Award To/Lessee:	GULF COAST TRAFFIC ENGINEERS, INC.
Owner/Lessor:	<u>OKALOOSA COUNTY</u>
Effective Date:	10/01/2020
Expiration Date:	9/30/2021
Description of:	PROVIDE PAINTED/THERMOPLASTIC PAVEMENT MARKINGS
Department:	<u>PW</u>
Department Monitor:	AUTREY
Monitor's Telephone #:	<u>850-689-5772</u>
Monitor's FAX # or E-mail:	JUTREY@MYOKALOOSA.COM

Closed:

Cc: BCC RECORDS



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 7/14/2021

Ci Bi Ri	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER. IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed.										
lf	SUE	BROGATION IS WAIVED , subject	to th	ne ter	ms and conditions of th	e polic	y, certain p	olicies may r	IAL INSURED provision require an endorsement	sorbe . Asta	endorsed. atement on
		ertificate does not confer rights t	o the	certi	ificate holder in lieu of su	UCH end	17				
PRO						NAME:	Alice Pous		EAV.		
- Sin - 170	ie ir NO M	nsurance Group, Inc. Vest Main St. Suite 300				PHONE (A/C, No	, Ext): 850-33	2-5458 Ext.19	24 FAX (A/C, No):	850-60	7-2060
		cola FL 32502				E-MAIL ADDRES	ss: apoussor	n@sihle.com			
							INS	URER(S) AFFOR			NAIC #
						INSURE	RA: National	Indemnity Co	mpany of the South		42137
INSU					GULFCOA-28	INSURE	кв : Bridgefia	eld Employers	Insurance Company		10701
		past Traffic Engineers Inc.				INSURE	R c : The Har	over Insurance	e Company		22292
		cola FL 32514				INSURE	R o : Certain	Underwriters a	at Lloyds		85202
						INSURE	RE: Ascot In	surance Com	pany		23752
						INSURE	RF:				
CO	/ER	AGES CER	TIFIC	ATE	NUMBER: 166708167				REVISION NUMBER:		
≥CΩ Ω	DIC/ Erti	S TO CERTIFY THAT THE POLICIES ATED. NOTWITHSTANDING ANY RE FICATE MAY BE ISSUED OR MAY JSIONS AND CONDITIONS OF SUCH	equif Pert Polic	REMEI AIN.	NT, TERM OR CONDITION THE INSURANCE AFFORD	OF ANY	Y CONTRACT THE POLICIE REDUCED BY	OR OTHER I S DESCRIBEI PAID CLAIMS	Document with Respect D Herein is subject to	D ALL 1	NHICH THIS
INSR LTR		TYPE OF INSURANCE	INSD	WVD	POLICY NUMBER		POLICY EFF (MM/DD/YYYY)				
Е	X				ESGL2110000321-01		7/1/2021	7/1/2022	EACH OCCURRENCE DAMAGE TO RENTED	\$1,000	
		CLAIMS-MADE X OCCUR							PREMISES (Ea occurrence)	\$ 100,0	
									MED EXP (Any one person)	\$ Exclu	
]							PERSONAL & ADV INJURY	\$ 1,000	,000
	GEN	V'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE	\$2,000	,000
							1		PRODUCTS - COMP/OP AGG	\$ 2,000	,000
		OTHER:								\$	
A	AUT	TOMOBILE LIABILITY			74APB004814		7/1/2021	7/1/2022	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000	,000
		ANY AUTO							BODILY INJURY (Per person)	\$	
									BODILY INJURY (Per accident)	\$	
		HIRED NON-OWNED AUTOS ONLY							PROPERTY DAMAGE (Per accident)	\$	
				1					PIP	\$ 10,00	0
D		UMBRELLA LIAB X OCCUR			SCX1018421		7/1/2021	7/1/2022	EACH OCCURRENCE	\$ 1,000	,000
	Х	EXCESS LIAB							AGGREGATE	\$ 1,000	,000
		DED RETENTION \$								\$	
8		RKERS COMPENSATION			83045408		7/1/2021	7/1/2022	X PER OTH- STATUTE ER		
	ANY	PROPRIETOR/PARTNER/EXECUTIVE		:					E.L. EACH ACCIDENT	\$ 1,000	,000
		ICER/MEMBEREXCLUDED?	N/A						E.L. DISEASE - EA EMPLOYEE	\$ 1,000	,000
	If ve	s, describe under CRIPTION OF OPERATIONS below							E.L. DISEASE - POLICY LIMIT	\$ 1,000	,000
С	Equ Inst	ipment Floater allation Floater	N N	NN	IHJ-D969061-01		7/1/2021	7/1/2022	Leased and Rented Installation Floater	50,00 25,00	
Per Pro cor req	DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Per Project Aggregate-\$5M CAP Project: Miscellaneous Road Striping Services/Thermoplastic & Painted Pavement Markings Okaloosa County Risk Management and its respective agents, consultants, servants and employees are included as additional insured with regards to the General Liability on a primary and non-contributory basis when required by written contract. Okaloosa County Risk Management and its respective agents, consultants, servants and employees are included as additional insured with regards to the Auto Liability coverage when required by written contract. W. regards to the general liability and automobile liability coverage when required by written required by written contract. Okaloosa County Risk Management and its respective agents, consultants, servants and employees are included as additional insured with regards to the Auto Liability coverage when required by written required by written contract. W. CONTRACT#: C17-2580-PW GULF COAST TRAFFIC ENGINEERS, INC. PROVIDE PAINTED/THERMOPLASTIC										
CE	RTIF	FICATE HOLDER				CAN			ARKIINGS	L431	
						SHO		IRES: 09/3	30/2021		
		Okaloosa County Risk Ma	nace	men	+	ACC	ORDANCE W	ITH THE POLIC	Y PROVISIONS.		· .
		5479-B Old Bethel Rd.	nayc		•	AUTHO	RIZED REPRESE	NTATN/E			
		Crestview FL 32536				AUTHO		LA LA LIVE			
						L	@ 1	988-2015 AC	ORD CORPORATION.	All rig	nts reserved.

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THIS CERTIFICATE SUPERSEDES PREVIOUSLY ISSUED CERTIFICATE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 7/1/2020

CE BE	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.									
l If S	PORTANT: If the certificate holder i SUBROGATION IS WAIVED, subject s certificate does not confer rights to	to ti	ne tei	rms and conditions of th	ne polic	y, certain p	olicies may			
PROD	UCER				CONTAC		·		_	
	e Insurance Group, Inc. 0 West Main St. Suite 300					Ext): 850-33	2-5458 Ext.19	924 FAX (A/C, No):	850-60	7-2060
	sacola FL 32502				2° 88 A 11		@sihle.com			
						INS	URER(S) AFFOR			NAIC #
					INSURE	A . National	Indemnity Co	ompany of the South		42137
INSU				GULFCOA-28	INSURE	кв: Bridgefie	d Employers	Insurance Company		10701
820	Coast Traffic Engineers Inc. 3 Kipling Street				INSURE	<u>c: The Han</u>	over Insuran	ce Company		22292
Pen	sacola FL 32514				INSURE	<u>en:Certain l</u>	Underwriters	at Lloyds		85202
					INSURE	RE: Liberty S	Surplus Insura	ance Corporation		10725
					INSURE	<u>tF:</u>				
_	ERAGES CER IS IS TO CERTIFY THAT THE POLICIES			NUMBER: 782779490				REVISION NUMBER:		
INC CE	DICATED. NOTWITHSTANDING ANY RE RTIFICATE MAY BE ISSUED OR MAY I CLUSIONS AND CONDITIONS OF SUCH I	QUIF PERT POLI	REMEI AIN, CIES.	NT, TERM OR CONDITION THE INSURANCE AFFORDI LIMITS SHOWN MAY HAVE	OF ANY ED BY 1	CONTRACT	OR OTHER I S DESCRIBEI	DOCUMENT WITH RESPECT	CT TO V	WHICH THIS
INSR LTR	TYPE OF INSURANCE	ADDL (NSD	SUBR			POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LiMit	s	
	X COMMERCIAL GENERAL LIABILITY			1000404035-01		7/1/2020	7/1/2021	EACH OCCURRENCE	\$ 1,000	000
	CLAIMS-MADE X OCCUR							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 50,00	0
					ł			MED EXP (Any one person)	\$ Exclu	ded
								PERSONAL & ADV INJURY	\$1,000	.000
	GEN'L AGGREGATE LIMIT APPLIES PER:)			GENERAL AGGREGATE	\$ 2,000	.000
								PRODUCTS - COMP/OP AGG	\$ 2,000,	000
\vdash	OTHER:							COMBINED SINGLE LIMIT	\$	
				74APB004033	ł	7/1/2020	7/1/2021	(Ea accident)	\$1,000	.000
								BODILY INJURY (Per person)	\$ \$	
	AUTOS ONLY X SCHEDULED AUTOS ONLY AUTOS HIRED NON-OWNED							BODILY INJURY (Per accident) PROPERTY DAMAGE	\$ \$	
	AUTOS ONLY AUTOS ONLY					1		(Per accident)	\$ 10.00	n
				SCX1018420		7/1/2020	7/1/2021		\$ 1.000.	
1 1	X EXCESS LIAB X OCCUR			00/10/0420		111/2020	11112021	EACH OCCURRENCE	\$ 1,000,	
	DED RETENTION \$					1		AGGREGATE	\$ 1,000, \$	
	WORKERS COMPENSATION			83045408		7/1/2020	7/1/2021		<u> </u>	
,	AND EMPLOYERS' LIABILITY Y / N NYPROPRIETOR/PARTNER/EXECUTIVE Y / N				1			E.L. EACH ACCIDENT	\$ 1,000.	000
	Mandatory in NH)	N / A						E.L. DISEASE - EA EMPLOYEE	\$ 1,000,	000
	fyes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE - POLICY LIMIT		
С	Equipment Floater	N N	NN	IHJ-D969061-00		7/1/2020	7/1/2021	Leased and Rented	50,000 25,000)
	, standator retoates	N			1			Instanduor Fioriei	25,000	,
					[
Per Proje Okal Gen	RIPTION OF OPERATIONS / LOCATIONS / VEHICL Project Aggregate-\$5M CAP cct: Miscellaneous Road Striping Servic oosa County Risk Management and its eral Liability on a primary and non-conti ultants, servants and employees are in	es/T resp ibuto	herm ective ory ba	oplastic & Painted Paveme agents, consultants, serv sis when required by writte	ent Mark ants and en contra	ings 5 employees act. Okalossa the Auto Lia	are included County Risk bility coverant	as additional insured with Management and its res to when required but with 17-2580-PW	pective	agents.
i						GULE	COASTIT	RAFFIC ENGINEE	ERS,I	NC.
CFP	TIFICATE HOLDER				CAN	PROVI	DE PAIN	TED/THERMOPLA	STIC	; _
ULIN					<u>UAN</u>		IENT MA	RKINGS		٦
					SHC	FXPIR	ES: 09/30)/2021		
					THE			······································		
	Okaloosa County Risk Man 5479-B Old Bethel Rd.	age	ment							
	Crestview FL 32536				AUTHOR		TATIVE	-		
						>				
					0	<u>~</u>		ORD CORPORATION		

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CONTRACT#: C17-2580-PW GULF COAST TRAFFIC ENGINEERS, INC. PROVIDE PAINTED/THERMOPLASTIC PAVEMENT MARKINGS EXPIRES: 09/30/2021



CONTRACT/LEASE RENEWAL FORM

April 28, 2020

Gulf Coast Traffic Engineers, Inc. Attn: Blair S. Crooke 8203 Kipling Street Pensacola, FL 32514 RE: Provide Painted / Thermoplastic Pavement Markings

Dear: Sir or Madam

The Okaloosa County Board of County Commissioners agrees to renew the subject contract/lease, $\# \underline{C17-2580-PW}$ for an additional term. The contract renewal period will be $\underline{10/01/2020}$ to $\underline{09/30/2021}$. The annual budgeted amount for this contract is $\underline{5}$. All other terms and conditions of the original agreement shall remain in full force and effect through the duration of this renewal.

if you are in agreement, please sign below and return this form along with a current Certificate of Insurance listing Okaloosa County as co-insured (if applicable).

COUNTY REPRESENTATIVES	AUTHORIZED COMPANY REPRESENTATIVE
Dept. Director	Contractor: Blair S. Crooke
Date: 05/06/2020	Approved By: And Clocks
Approved By:	Approved By:
(as prescribed below on Hern 1)	
John Hofstad, County Administrator	
Date: 5/2/20	0
11	Tille: President
Approved By:	Title: / <u>resident</u>
(as prescribed below on item 1)	
Robert A. "Trey" Goodwin III, Chairman	Ulan lanon
Date: JUN 1 6 2020	Date: 4/29/2020
C. C	
County Department Instructions:	
[] SEAT	of authorized Company Representative and then
Obtain signatures from Department Direct	or authorized Company Representative and then
Purchasing Manager <\$25K and ass, OMB	ector \$25K to \$50K, County Administrator
<\$100K and less or Board >\$100K, Control	ary. If Board approval is required, the Chairman and
County Administrator's signatures are requ	uired. Make sure the company provides a current

2) Keep a copy of this form for yourrecords.

Certificate of Insurance. (If applicable).

1)

3) Send original to Contracts and Lease Coordinator at Purchasing Department. If you have any questions please contact the Purchasing Manager at 850-689-5960, Fax: 850-689-5970

CONTRACT, LEASE, AGREEMENT CONTROL FORM

06-23-2017
<u>C17-2580-PW</u>
<u>RFB PW 57-17</u>
CONTRACT
GULF COAST TRAFFIC ENGINEERS, INC.
<u>OKALOOSA COUNTY</u>
_06/21/2017
<u>09/30/2019 W/2 ONE YR RENEWALS</u>
PROVIDE PAINTED/THERMOPLASTIC PAVEMENT MARKINGS
PW
AUTREY
850-689-5772
JAUTREY@CO.OKALOOSA.FL.US

.

Closed:

Cc: Finance Department Contracts & Grants Office



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 6/29/2019

I

C B R	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.												
lf	IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).												
PRO				,				CONTAC					
		surance Grou								2-5458 Ext.19)24 FAX (A/C, No):	850-60	7-2060
		Vest Main St. : cola FL 32502		te 300				É-MAIL	ss: apoussor		724 (AVC, NO): 1	000-00	-2000
ге	ISau	JUIA FL 32502						ADDRES	-				
INSURER(S) AFFORDING COVERAGE NAIC													
INSURE A : Lloyds of London 15792											15792		
INSU		oast Traffic En	nin		GULIC	04-20	,				ompany of the South		
		ipling Street	.9					INSURE	<u> R c : Bridgefie</u>	eld Employers	i Ins. Co.		10701
Pe	nsad	ola FL 32514	ł					INSURE	R D : Hanover	Insurance C	0		22292
								INSURE	RE:				
								INSURE	RF:				
CO	VER	AGES		CER	TIFIC	ATE	NUMBER: 69427745				REVISION NUMBER:		
IN CI E)	DIC/ ERTI (CLU	ated. Notwit Ficate May Bi	HST E IS	Tanding any re Ssued or may	equir Pert Polic	eme Ain, Cies.	RANCE LISTED BELOW HAY NT, TERM OR CONDITION THE INSURANCE AFFORD LIMITS SHOWN MAY HAVE	of any Ed by	Y CONTRACT THE POLICIE REDUCED BY	OR OTHER I S DESCRIBEI PAID CLAIMS	DOCUMENT WITH RESPECT	т то י	WHICH THIS
INSR 1.TR		TYPE OF II	NSU	RANCE	ADDL	WVD	POLICY NUMBER		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	s	
A	Х	COMMERCIAL GE	NER	RALLIABILITY			SCG1005819	Ţ	7/1/2019	7/1/2020	EACH OCCURRENCE	\$ 1,000	,000
		CLAIMS-MAD	DE	X OCCUR							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 50,00	0
											MED EXP (Any one person)	\$ Exclu	ded
											PERSONAL & ADV INJURY	\$ 1,000	,000
	GEN	I I¶L AGGREGATE LII		APPLIES PER:							GENERAL AGGREGATE	\$ 2,000	.000
	02,	POLICY X PR									PRODUCTS - COMP/OP AGG	\$ 2,000	
			CI					ĺ			11(000010-00mi /0/ 700	\$ 2,000	,000
8	A111	OTHER:	v				74APB003263	7/1/2019 7/1/2020 COMBINED SINGLE LIMIT		COMBINED SINGLE LIMIT	\$ 1,000,000		
		ANY AUTO					74Ar 8003203		17172013	111/2020	(Ea accident) BODILY INJURY (Per person)	\$ 1,000	,
		OWNED	V	SCHEDULED									
		AUTOS ONLY HIRED	X	AUTOS NON-OWNED							BODILY INJURY (Per accident) PROPERTY DAMAGE	\$	
		AUTOS ONLY		AUTOS ONLY							(Per accident)	\$	
			L	<u> </u>							PIP	\$ 10,000	
A		UMBRELLA LIAB		X OCCUR			SCX1004919		7/1/2019	7/1/2020	EACH OCCURRENCE	\$ 1,000	,000
	Х	EXCESS LIAB		CLAIMS-MADE							AGGREGATE	\$ 1,000	,000
		DED X RETE	INTI	ON\$ n								\$	
С		RKERS COMPENSA EMPLOYERS' LIAE		v			83045408	7/1/2019 7/1/2020 X PER OTH- STATUTE ER					
	ANY	PROPRIETOR/PART	NER	VEXECUTIVE							E.L. EACH ACCIDENT	\$ 1,000	,000
	OFF (Mar	ICER/MEMBEREXCI Idatory In NH)	LUDE	ED?	N/A						E.L. DISEASE - EA EMPLOYEE	\$ 1,000	,000
	If ve	s, describe under CRIPTION OF OPEI	RATI	IONS helow							E.L. DISEASE - POLICY LIMIT	\$ 1,000	.000
D		ipment Floater	W111	0110 0010	N	N	593307		7/1/2019	7/1/2020	Leased and Rented	50,00	
P.54				LOCATIONO (VCI)		000-							
Per	Pro	ject Aggregate-	\$5N	I CAP	•		101, Additional Remarks Schedu			e space is reduit	euj		
Pro	iect:	Miscellaneous	Roa	ad Striping Servi	ces/Т	herm	oplastic & Painted Paveme	ent Marl	kings				
OK	aloos	sa County Risk Li jability on a n	Mai	nagement and its	i resp	ectiv	e agents, consultants, serv asis when required by writte	ants an	d employees	are included	as additional insured with k Management and its res	nective	agents.
cor	sulta	ants, servants a	ind	employees are in	iclude	ed as	additional insured with reg	gards to	the Auto Lia	ability coverage	ge when required by writte	en contr	act.
								•	(¹	•			
									CC	ONTRACT#	: C17-2580-PW		
CE	RTIF	ICATE HOLD	ER					CANC	ELL GU	JLF COAS	T TRAFFIC ENGINE	εκS, I	NU.
									PF		INTED/THERMOPLA	SIIC	PAVEMENT
								SHO		ARKINGS			
										(PIRES: 0	9/30/2020 W/1 1 YR F	(ENE)	WAL
		Okaloos	a C	ounty Risk Ma	nade	men	ł		ORDĄ				6
		5479-B C	DIG	Bethel Rd.			•	AUT 10		MTATD/F			
		Crestviev						AUTHO	RIZED REPRESE	MIANVE			
									\leq				
								6	<u>~</u>				
									© 19	88-2015 AC	ORD CORPORATION.	All rigi	hts reserved.

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CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date:	04/18/2019
Contract/Lease Control #:	<u>C17-2580-PW</u>
Procurement#:	<u>RFB PW 57-17</u>
Contract/Lease Type:	CONTRACT
Award To/Lessee:	GULF COAST TRAFFIC ENGINEERS, INC.
Owner/Lessor:	<u>OKALOOSA COUNTY</u>
Effective Date:	06/21/2017
Expiration Date:	09/30/2020 W/1 1 YR RENEWAL
Description of Contract/Lease:	PROVIDE PAINTED/THERMOPLASTIC PAVEMENT MARKINGS
Department:	PW
Department Monitor:	AUTREY
Monitor's Telephone #:	850-689-5772
Monitor's FAX # or E-mail:	JAUTREY@MYOKALOOSA.COM

Closed:

Cc: Finance Department Contracts & Grants Office



CONTRACT/LEASE RENEWAL FORM

March 12, 2019

CONTRACT#: C17-2580-PW **GULF COAST TRAFFIC ENGINEERS, INC.** PROVIDE PAINTED/THERMOPLASTIC PAVEMENT MARKINGS EXPIRES: 09/30/2020 W/1 1 YR RENEWAL

Gulf Coast Traffic Engineers, Inc.

Attn: Blair S. Crooke 8203 Kipling St. Pensacola, FL 32514 RE: Provide Painted / Thermoplastic Pavement Markings

Dear Blair:

The Okaloosa County Board of County Commissioners agrees to renew the subject contract/lease, #C17-2580-PW for an additional term. The contract renewal period will be 10/01/2019 to 09/30/2020 . The annual budgeted amount for this contract is \$ est*160,000.0 All other terms and conditions of the original agreement shall remain in full force and effect through the duration of this renewal.

If you are in agreement, please sign below and return this form along with a current Certificate of Insurance listing Okaloosa County as co-insured (if applicable).

COUNTY REPRESENTATIVES	AUTHORIZED COMPANY REPRESENTATIVE
Signature:	Contractor: Kul Cost Traffic Eng Inc
Date: 3 18 Mall	In OP.
Approved By: (as prescribed below on item 1)	Approved By: // Juni O' Utolo
Date: 4/4/19	\sim ,
Approved By:	Title: thesident
Charles, K. Hindes, Jr., Chairman	Date: March 13, 2019
County Department Instructions:	a subscripted Company Depresentative and then

- 1) Obtain signatures from Department Director, authorized Company Representative and then Purchasing Manager <\$25K and less, OMB Director \$25K to \$50K, County Administrator <\$100K and less or Board >\$100K, as necessary. If Board approval is required, the Chairman and County Administrator's signatures are required. Make sure the company provides a current Certificate of Insurance. (If applicable).
- 2) Keep a copy of this form for yourrecords.
- 3) Send original to Purchasing Services Coordinator. If you have any questions please contact the Purchasing Manager at 850-689-5960, Fax: 850-689-5970



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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 6/29/2018

C B R	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.											
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PRODUCER NAME: Alice Pousson												
	ile Insurance Group, Inc. 00 West Main Street					xt): 850-332	2-5458 Ext 19	24 FAX (A/C, No):	850-607	7-2060		
	ite 300						@sihle.com					
Pe	nsacola FL 32502							DING COVERAGE		NAIC #		
					INSURER A	. Bridgefie	ld Employers	Ins. Co.		10701		
	RED	GULF	COA-2	8				Casualty Co. of America		36161		
	If Coast Traffic Engineers						lutual Ins. Gr			23043		
PE	03 Kipling Street NSACOLA FL 32514						ver Insurance		- 1			
					INSURER E		<u></u>					
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								MED EXP (Any one person)	\$ 5,000			
		1						PERSONAL & ADV INJURY	\$ 1,000,0	000		
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DESC	RIPTION OF OPERATIONS / LOCATIONS / VEHIC	.ES (4	CORD	101, Additional Remarks Schedul	le, may be alt	tached if more	space is require					
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Oka	loosa County and the Okaloosa County n required by written contract.	Boa	rd of	County Commissioners are	e included	as addition	al insured wi	th regards to the general I	iability (coverage		
WHE	intequiled by written contract.											
C	ontract # C17-2580-PW											
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 6/23/2017

THIS CERTIFICATE IS ISSUED A CERTIFICATE DOES NOT AFFIR BELOW. THIS CERTIFICATE O REPRESENTATIVE OR PRODUCE	MATIVEL		R NEGATIVELY AMEND, DOES NOT CONSTITU	EXTEND OR ALT	ER THE CO	VERAGE AFFORDED	BY THE POLICIES
IMPORTANT: If the certificate ho If SUBROGATION IS WAIVED, su this certificate does not confer rig	oject to th	ie ter	ms and conditions of the	policy, certain poli	icles may re		
PRODUCER			initiale fielder in fied of at	CONTACT Alice Po			
Sihle Insurance Group, Inc.				PHONE (A/C, No, Ext): 850-33		1900 FAX	850-607-2060
601 S. Palafox St.				E-MAIL ADDRESS: apoussor	n@sible.cor	n (A/C, No)	000-001-2000
Pensacola FL 32502							
							NAIC #
				INSURER A : North R			
	GUL	FCC	A-28	INSURER B : Bridgefi			10701
Gulf Coast Traffic Engineers 8203 Kipling Street						& Casualty Co. of Ame	
PENSACOLA FL 32514				INSURER D Liberty	Mutual Ins. (Group	23043
				INSURER E :			
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		1				MED EXP (Any one person)	\$5,000
						PERSONAL & ADV INJURY	\$1,000,000
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OFFICER/MEMBER EXCLUDED? (Mandatory in NH)		ļ				E.L. DISEASE - EA EMPLOYER	\$1,000,000
If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	\$1,000,000
C Contractors Equipment	N	N	QT6609E712593TIL15	7/1/2017	7/1/2018	Leased & rented	25,000
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DESCRIPTION OF OPERATIONS / LOCATIONS / Project: Miscellaneous Road Strip Okaloosa County and the Okaloo liability coverage when required b	oing Serv sa Count	ices/ y Bo	Thermoplastic & Painted ard of County Commissi	d Pavement Markir	ngs		ls to the general
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Shalimar FL 32579					·		
Contract # C17-2580-PW				AUTHORIZED REPRESEN	NTATIVE		
GULF COAST TRAFFIC E	NGINEE	RS.	INC.				
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MARKINGS			_	© 198	88-2015 AC	ORD CORPORATION.	All rights reserved

A EXPIRES: 09/30/2019 W/2 1 YR RENEWALS

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CONTRACT & LEASE INTERNAL COORDINATION SHEET

Contract/Lease Number: 780	Tracking Number 2445-17
Contractor/Lessee Name: GUIF COUS Maffic	GSHUT-Grant Funded: YESNO
Purpose: ROad Stappy Staices	
Date/Term: 34RS N2 YR revewal	1. 🔲 GREATER THAN \$50,000
Amount: Unit price Department: PW	2. 🔲 GREATER THAN \$25,000
	3. 🔲 \$25,000 OR LESS
Dept. Monitor Name: aut	-
Document has been reviewed and includes any attachm	nents or exhibits.
Purchasing Review	/
Procurement requirements are met:	
Purchasing Director or designee Greg Kisela, Cho	Date: <u>6-7-12</u> aries Powell, DeRita Mason, Matthew Young
Risk Management Rev	view
Approved as written:	
Risk Manager or designere Laura Porter or Kryste	Date: <u>6-9-11</u>
Approved as written: See Approved as written:	, attachd Date: 6-7-17
County Attorney Gregory T. Stewart, Lynn Ho	shihara, Kerry Parsons or Designee
Following Okaloosa Counity	approval:
Contracts & Grants	s
Document has been received:	
	Date:
Contracts & Grants Manager	

DeRita Mason

From:Parsons, Kerry < KParsons@ngn-tally.com>Sent:Wednesday, June 07, 2017 10:39 AMTo:DeRita MasonCc:Lynn HoshiharaSubject:RE: Contract w/Gulf Coast Traffic Engineers RFB 57-17

This is approved for legal purposes.

From: DeRita Mason [mailto:dmason@co.okaloosa.fl.us]
Sent: Wednesday, June 07, 2017 11:23 AM
To: Parsons, Kerry
Cc: Lynn Hoshihara
Subject: RE: Contract w/Gulf Coast Traffic Engineers RFB 57-17

Here is the revised version, I have also placed the new cover page for the Exhibit "B" within the package.

DeRita

From: Parsons, Kerry [mailto:KParsons@ngn-tally.com] Sent: Wednesday, June 07, 2017 10:19 AM To: DeRita Mason <<u>dmason@co.okaloosa.fl.us</u>> Cc: Lynn Hoshihara <<u>lhoshihara@co.okaloosa.fl.us</u>> Subject: RE: Contract w/Gulf Coast Traffic Engineers RFB 57-17

Please review the term of the contract from the solicitation and change accordingly. Also, add the word "Florida" after "Okaloosa County" in the venue and law section.

From: DeRita Mason [mailto:dmason@co.okaloosa.fl.us] Sent: Wednesday, June 07, 2017 11:05 AM To: Parsons, Kerry Cc: Lynn Hoshihara Subject: Contract w/Gulf Coast Traffic Engineers RFB 57-17

Here is the second materials contract for your review.



DeRita Mason Contracts and Lease Coordinator Okaloosa County Purchasing Department 5479A Old Bethel Road Crestview, Florida 32536 (850) 689-5960

View Details - Entity Overview | System for Award Management

		Username	Passv	vord	
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	·	Forgot Username?	Forgot Pa	ssword? C	reate an Account
Entity	GULF COAST TRAFFIC EI DUNS: 032653180 CAGE Code: 0 Status: Active			. PENSACOI	8203 KIPLING ST A, FL, 32514-7443 , UNITED STATES
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Reps & Certs POCs	Entity Registration S	Immary			
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 6/9/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.									
IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(les) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).									
PRODUCER				CONTA NAME:	CT Alice Po	ousson			
Sihle Insurance Group, Inc. 601 S. Palafox St.				PHONE (A/C, No	o, Ext): 850-33	32-5458 Ext	1900 FA)	X (C, No); 850-60	07-2060
Pensacola FL 32502				È-MÁIL ADDRE	ss: apoussoi	n@sihle.cor	n		
				INSURER(S) AFFORDING COVERAGE NAIC #					
				INSURER A Liberty Mutual Fire Insurance 23035					
	GULF	CO	A-28	INSURER B North River Insurance Company					
Gulf Coast Traffic Engineers 8203 Kipling Street				INSURER c :Bridgefield Employers Ins. Co. 10701					
IPENSACOLA FL 32514			_	INSURE	R D : Traveler	rs Property a	& Casualty Co. o		36161
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ALL OWNED AUTOS							BODILY INJURY (Per ac	cident) \$	
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B X UMBRELLA LIAB X OCCUR			5811071868		7/1/2016	7/1/2017	EACH OCCURRENCE	\$2,000,	
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AND EMPLOYERS' LIABILITY			83045408		7/1/2016	//1/2017		OTH- ER	
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(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE - EA EMPI		
B							E.L. DISEASE - POLICY		000
Contractors Equipment	N	N	QT6609E712593TIL15		7/1/2016	7/1/2017	Leased & rented	25,000	
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICL	F6 (A)	2020	101 Additional Demarks Coherini-	mart	n attached if m	a snace is rearried	erl)		
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Project: Miscellaneous Road Striping Services/Thermoplastic & Painted Pavement Markings									
Okaloosa County and the Okaloosa C	ountv	Boa	ard of County Commissio	oners	are included	as additior	al insured with re	gards to the	general
liability coverage when required by written contract.									
CERTIFICATE HOLDER CANCELLATION									
Okaloosa County SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN									
Okaloosa County 1250 N Eglin Pkwy							REOF, NOTICE WI	ILL BE DEL	IVERED IN
Shalimar FL 32579									
			7	AUTHORIZED REPRESENTATIVE					
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					© 198	88-2014 ACC	ORD CORPORATIO	ON. All righ	ts reserved.

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NOTICE OF AWARD

TO: Gulf Coast Traffic Engineers, Inc. 8203 Kipling St. Pensacola, FL 32514

PROJECT: Miscellaneous Road Striping Services/Thermoplastic & Painted Pavement Markings

DESCRIPTION: RFB PW 57-17

The **OWNER** has considered the bid submitted by you for the above-described WORK in response to its Advertisement.

This Notice of Award is a tentative award of contract and is not final until the Okaloosa County Board of County Commissioners approve final award.

You are required to return an acknowledged copy of this **NOTICE OF AWARD** to the **OWNER**: Okaloosa County Purchasing, ATTN: DeRita Mason, 5479A Old Bethel Road, Crestview, FL 32536. If you have any questions, please call DeRita Mason at 850-689-5960.

Dated this	23 day of	JUNE	. 2017

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged.

BY: Lup Coast Traffic Engineers Inc
This the $\underline{\$}$ day of $$ and $$, 2017.
BY: Blun & Crooke
Title: Diar S. Crooke, President

Contract # C17-2580-PW GULF COAST TRAFFIC ENGINEERS, INC. PROVIDE PAINTED/THERMOPLASTIC PAVEMENT MARKINGS EXPIRES: 09/30/2019 W/2 1 YR RENEWALS

CONTRACT FOR RFB PW 57-17 WITH GULF COAST TRAFFIC ENGINEERS, INC. PROVIDE PAINTED/THERMOPLASTIC PAVENMENT MARKINGS

This Contract executed and entered into this <u>21st</u> day of <u>June</u>, 2017, between Okaloosa County, Florida, (hereinafter the "County"), whose principal address 1250 N. Eglin Parkway, Shalimar, FL 32579, and Gulf Coast Traffic Engineers, Inc., a Florida company, whose business mailing address is 8203 Kipling St., Pensacola, FL 32514 (hereinafter the "Contractor), and states as follows:

WITNESSETH:

I. Incorporation of Documents

The following documents are incorporated by reference into this Contract and are attached as Exhibit "A and Exhibit B":

- 1. Request for Bid & Acknowledgment/Contractor's Submittal for RFB PW 57-17, Provide Painted/Thermoplastic Pavement Markings, date of opening May 17, 2017 and any addendums thereto.
- 2. Exhibit "B"-General Grant Funding Conditions, attached hereto and made a part of the contract.

All terms within the above referenced documents are in full force and effect and shall be binding upon both parties. All attachments stated above and this Contract are the entire Contract Documents between the parties.

II. Scope of Services and Payment

The Scope of this Contract is for the Contractor to provide **Painted/Thermoplastic Pavement Markings** and associated supplies to the County. Further detail of the scope is outlined in attached Exhibit "A". The Contractor is tasked to provide **Painted/Thermoplastic Pavement Markings** on an as-needed basis. There are no guaranteed quantities to be purchased.

Okaloosa County will compile a list of roads to be re-striped on an annual basis and submit to the Board of County Commissioners for approval prior to submitting the list to the contractor.

Contractor shall be paid on a unit price basis, which is to be paid only after final inspection and approval of all materials provided, in accordance with the pricing outline in its submittal, as further detailed in attached Exhibit "A" - Bid Sheet.

III. Duration of Contract and Termination of the Contract

The Contract will be valid when fully executed by both parties.

The term of this Contract shall be from full execution of this Contract by both parties through September 30, 2019, and may be renewed for two (2) additional one (1) year periods upon agreement in writing and execution by both parties and upon advance notice of ninety (90) days. The County may terminate the Contract with or without cause by providing thirty (30) calendar days written notice to the Contractor. If terminated, Contractor shall be owed for materials provided and accepted by the County up until the point of termination.

IV. Notice

All notices required by this Contract shall be in writing to the representatives listed below:

The authorized representative of the County shall be:

Jason Autrey, Director Public Works Department 1759 South Ferdon Blvd. Crestview, FL 32536 Phone: 850-689-5772 jautrey@co.okaloosa.fl.us

The authorized representative(s) for Gulf Coast Traffic Engineers, Inc. shall be:

Blair S. Crooke President/Gulf Coast Traffic Engineers, Inc. 8203 Kipling St. Pensacola, FL 32514 Phone: 850-478-7066 Email: blair@gcteinc.com

Courtesy copy to:

Okaloosa County Purchasing Department 5479A Old Bethel Road Crestview, FL 32536 Phone: 850-689-5960 Fax: 850-689-5998 Email: dmason@co.okaloosa.fl.us

> Page 2 of 6 Gulf Coast Traffic Engineers, Inc.

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 five (5) business days prior notice of the address change.

V. Governing Law & Venue

This Contract 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 Okaloosa County, Florida.

VI. Public Records, Records Retention, and Audits

Any record created by either party in accordance with this Contract shall be retained and maintained in accordance with the public records law, Florida Statutes, Chapter 119.

THE IF 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 OKALOOSA COUNTY RISK MANAGEMENT DEPARTMENT 5479 OLD BETHEL ROAD CRESTVIEW, FL, 32536 PHONE: (850) 689-5977, riskinfo@co.okaloosa.fl.us.

Contractor must comply with the public records laws, Florida Statute chapter 119, specifically Contractor must:

- 1. Keep and maintain public records required by the County to perform the service.
- 2. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119 Florida Statutes or as otherwise provided by law.
- 3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of
- the contract term and following completion of the contract if the contractor does not transfer the records to the County.
- 4. Upon completion of the contract, transfer, at no cost, to the County all public records in possession of the contractor or keep and maintain public records required by the County to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor shall meet all applicable requirements for retaining the public records. All records stored electronically must be provided to the public agency, upon the request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

Contractor shall maintain all records pertaining to this Contract for a period of three (3) years after completion of this Contract. The County shall have the right from time to time at its sole expense

Page 3 of 6 Gulf Coast Traffic Engineers, Inc. to audit the compliance by the Contractor with the terms, conditions, obligations, limitations, restrictions and requirements of this Contract and such right shall extend for a period of three (3) years after termination of this Contract.

VII. Assignment

Contractor shall not assign this Agreement or any part thereof, without the prior consent in writing of the County. If Contractor does, with approval, assign this Agreement or any part thereof, it shall require that its assignee be bound to it and to assume toward Contractor all of the obligations and responsibilities that Contractor has assumed toward the County.

VIII. Entire Contract & Waivers

This Contract and Exhibit "A" as incorporated herein, contain 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 Contract can only be amended in writing upon mutual agreement of the parties and signed by both parties.

The waiver by a party of any breach or default in performance shall not be deemed to constitute a waiver of any other or succeeding breach or default. The failure of the County to enforce any of the provisions hereof shall not be construed to be a waiver of the right of the County thereafter to enforce such provisions.

IX. Severability

If any term or condition of this Contract shall be deemed, by a court having appropriate jurisdiction, invalid or unenforceable, the remainder of the terms and conditions of this Contract shall remain in full force and effect. This Contract 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 the terms and provisions hereof.

X. Independent Contractor

Contractor enters into this Contract as, and shall continue to be, an independent contractor. All services shall be performed only by Contractor and Contractor's employees. Under no circumstances shall Contractor or any of Contractor's employees look to the County as his/her employer, or as partner, agent or principal. Neither Contractor, not any of Contractor's employees, shall be entitled to any benefits accorded to the County's employees, including without limitation worker's compensation, disability insurance, vacation or sick pay. Contractor shall be responsible for providing, at Contractor's expense, and in Contractor's name, unemployment, disability, worker's compensation and other insurance as well as licenses and permits usual and necessary for conducting the services to be provided under this Contract.

XI. Third Party Beneficiaries

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

XII. Indemnification and Hold Harmless

To the fullest extent permitted by law, Contractor shall indemnify and hold harmless the County, its officers and employees from liabilities, damages, losses, and costs including but not limited to reasonable attorney fees, to the extent caused by the negligence, recklessness, or intentional wrongful conduct of the Contractor and other persons employed or utilized by the Contractor in the performance of this Contract.

XIII. Federal Grant Funds

For any federal grant funds utilized to pay for Contractor's services, Contractor agrees to comply with all terms for Federal-Aid Contracts, this included all Federal and State statutes, regulations and terms and conditions within the award. Said terms are included in Exhibit "B", which is incorporated hereto and made a part of the contract by reference.

XVI. Insurance

Contractor shall adhere to the insurance requirements as set forth in Exhibit "A", with the exception of professional liability insurance (item #4 under "Limits of Liability"), which shall not be required for this Contract.

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

GULF COAST TRAFFIC ENGINEERS, INC.

Signature

Print Name

Date: 6/8/2017

WITNESS FOR CONTRACTOR

Signature

Print Name

. . .

OKALOOSA COUNTY, FLORIDA

SEAL Carolyn N. Ketchel Date: 6 122/2017 OSA CO

ATTEST:

Page 6 of 6 Gulf Coast Traffic Engineers, Inc.

EXHIBIT "A"



REQUEST FOR BID (RFB) & RESPONDENT'S ACKNOWLEDGEMENT

RFB TITLE:

RFB NUMBER:

Miscellaneous Road Striping Services/Thermoplastic RFB PW 57-17 & Painted Pavement Markings

LAST DAY FOR QUESTIONS:	May 11, 2017	3:15 P.M. cst
RFB OPENING DATE & TIME:	May 17, 2017	3:15 P.M. cst

NOTE: BIDS RECEIVED AFTER THE BID OPENING DATE & TIME WILL NOT BE CONSIDERED.

Okaloosa County, Florida solicits your company to submit a bid on the above referenced goods or services. All terms, specifications and conditions set forth in this RFB are incorporated into your response. A bid will not be accepted unless all conditions have been met. All bids must have an authorized signature in the space provided below. All bids must be sealed and received by the Okaloosa County Clerk of Court by the "RFB Opening Date & Time" referenced above. The official clock for the purpose of receiving bids is located in the Clerk of Court, Brackin Building Conference & Training Room, #305 located at 302 N. Wilson St, Crestview, FL 32536. All envelopes containing sealed bids must reference the "RFB Title", "RFB Number" and the "RFB Opening Date & Time". Okaloosa County is not responsible for lost or late delivery of bids by the U.S. Postal Service or other delivery services used by the respondent. Neither faxed nor electronically submitted bids will be accepted. Bids may not be withdrawn for a period of sixty (60) days after the bid opening unless otherwise specified.

<u>RESPONDENT ACKNOWLEDGEMENT FORM</u> BELOW MUST BE COMPLETED, SIGNED, AND RETURNED AS PART OF YOUR BID. BIDS WILL NOT BE ACCEPTED WITHOUT THIS FORM, SIGNED BY AN AUTHORIZED AGENT OF THE RESPONDENT.

COMPANY NAME	bull Coast Tractic Engineers, Inc			
MAILING ADDRESS				
	5			
CITY, STATE, ZIP	Pensacola, FL 32514			
FEDERAL EMPLOYER	SIDENTIFICATION NUMBER (FEIN): 59.1104811			
TELEPHONE NUMBER	850.478.7066 EXTE FAX: NIA			
EMAIL: blair	Qcteinc.com shaun@gcteinc.com			
I CERTIFY THAT TH	IIS BID IS MADE WITHOUT PRIOR UNDERSTANDING, AGREEMENT, OR CONNECTION WITH ANY OTHER			

RESPONDENT SUBMITTING A BID FOR THE SAME MATERIALS, SUPPLIES, EQUIPMENT OR SERVICES, AND IS IN ALL RESPECTS FAIR AND WITHOUT COLLUSION OR FRAUD. I AGREE TO ABIDE BY ALL TERMS AND CONDITIONS OF THIS BID AND CERTIFY THAT I AM AUTHORIZED TO SIGN THIS BID FOR THE RESPONDENT.

AUTHORIZED SIGNATURE L. Main & Mooke	TYPED OR PRINTED NAME BLAIFS Crooke
TITLE Prc. sident	DATE May 17, 2017
	L .

Rev: September 22, 2015

NOTICE TO RESPONDENTS RFB PW 57-17

Notice is hereby given that the Board of County Commissioners of Okaloosa County, FL, will accept sealed bids until 3:15 p.m. (CST) May 17th, 2017, for Miscellaneous Road Striping Services/Thermoplastic & Painted Pavement Markings.

Interested respondents desiring consideration shall provide one (1) original and two (2) copies (total of 3) of their Request for Bids (RFB) response with the respondent's areas of expertise identified. Submissions shall be portrait orientation, unbound, and $8 \frac{1}{2}$ " x 11" where practical.

All originals must have original signatures in blue ink.

At 3:15 p.m. (CST), May 17th, 2017, all bids will be opened and read aloud. All bids must be in sealed envelopes reflecting on the outside thereof the Respondent's name and "Miscellaneous Road Striping Services/Thermoplastic & Painted Pavement Markings."

The Board of County Commissioners will consider all bids properly submitted at its scheduled bid opening in the **Conference** & **Training Room #305 – (old First National Bank Bldg.)** located at 302 N. Wilson St, Crestview, FL 32536. Bids may be submitted prior to bid opening by being delivered in person or by mail to the Clerk of Circuit Court, 302 N. Wilson St., #203, Crestview, FL 32536. **NOTE: Crestview, FL is not a next day guaranteed delivery location by most delivery services.** Respondents using mail or delivery services assume all risks of late or non-delivery.

NOTE: Crestview, FL is not a next day guaranteed delivery location by most delivery services. Respondents using mail or delivery services assume all risks of late or non-delivery.

The County reserves the right to award the bid to the lowest responsive respondent and to waive any irregularity or technicality in bids received. Okaloosa County shall be the sole judge of the bid and the resulting Agreement that is in its best interest and its decision shall be final.

Any Respondent failing to mark outside of the envelope as set forth herein may not be entitled to have their bid considered.

All bids should be addressed as follows:

Miscellaneous Road Striping Services/Thermoplastic & Painted Pavement Markings.

RFB PW 57-17 Clerk of Circuit Court Attn: BCC Records Newman C. Brackin Bldg. 302 N. Wilson Street #203 Crestview, Florida 32536

Gregory Kisela Purchasing Director

4/26/17

OKALOOSA COUNTY BOARD OF COUNTY COMMISSIONERS

Carolyn N. Ketchel Chairman

BID REQUIREMENTS

Specifications

The purpose of this document is to secure sealed bids for Miscellaneous Road Striping/Re-Striping Unit Price Non-Exclusive Contracts for Okaloosa County roadways.

1.0 Scope of Work

1.1 The scope of work will include, but not be limited to, all field layout, furnishing all equipment, labor, materials, including maintenance of traffic required to complete an application of pavement markings, either Thermoplastic or Painted, in accordance with accepted 2010 FDOT Road & Bridge Standard Specifications and in substantial conformance with the limits established by Okaloosa County Public Works. There is no annual guarantee of work volume. The contract will not preclude the County from seeking alternate contracts on a case by case basis for new construction and existing facilities.

1.2 The contractor shall supply all material including, but not limited to, raised retro-reflective pavement markers and bituminous adhesive, waterborne paint, fast dry solvent paint, glass spheres, sand (anti-slip), and thermoplastic pavement markings. The contractor shall also be responsible for providing all labor, equipment, fuel, traffic control, and placement of signs. All materials shall be listed on the FDOT Qualified Products List (QPL) and meet their respective requirements.

1.3 Okaloosa County Public Works Department will compile a list of roads to be re-striped on an annual basis and submit to the Board of County Commissioners for approval prior to submitting the list to the contractor.

2.0 Painted Pavement Markings

2.1 <u>Equipment:</u> Contractor shall use equipment that will produce continuous uniform dimensions of pavement markings of various widths and meet the following requirements:

a) Capable of traveling at a uniform, predetermined rate of speed, both uphill and downhill, in order to produce a uniform application of paint and capable of following straight lines and making normal curves in a true arc.

b) Capable of applying glass spheres to the surface of the completed stripe by an automatic sphere dispenser attached to the striping machine such that the glass spheres are dispensed closely behind the installed line. Use a glass sphere dispenser equipment with an automatic cut-off control that is synchronized with the cut-off of the traffic paint and applies the glass spheres in a manner such that the spheres appear uniform on the entire pavement markings surface with, 50% to 60% embedment.

c) Capable of spraying the paint to the required thickness and width without thinning of the paint. Equip the paint tank with nozzles equipped with cut-off valves, which will apply broken or skip lines automatically.

2.2 Application

2.2.1 <u>General:</u> Before applying traffic striped and markings, remove any material by method approved by the County that would adversely affect the bond of the traffic stripes.

Apply traffic stripes and markings only to dry surfaces, and when the ambient air and surface temperature is a least 40 degrees Fahrenheit and rising. Do not apply traffic stripes and markings when winds are sufficient to cause spray dust.

Apply traffic stripes and markings, having well defined, edges, over existing pavement markings such that not more than 2 inches on either end and not more than 1 inch on either side is visible.

Mix the paint thoroughly prior to pouring into the painting machine. Apply paint to the pavement by spray or other means approved by the County.

Upon request, conduct field testing in accordance with FDOT FM 5-541 and 5-579. Remove and replace traffic stripes and markings not meeting the requirements of this Section at no additional cost to the County.

2.2.2 <u>Final Surface:</u> Painted pavement markings (final surface) will include two applications of Painted Pavement Markings and one application of retro-reflective pavement markers applied to the final surface. Wait at least 14 days after the first application to apply the second application of Painted Pavement Markings (final surface). Second application must be applied prior to final acceptance of the project (new construction projects only).

Apply all retro-reflective pavement markers meeting the requirements of Section 706 of the FDOT Standards Specifications for Road and Bridge Construction.

2.2.3 <u>Thickness</u>: Apply paint to attain a minimum wet film thickness in accordance with the manufacturer's recommendations.

2.2.4 <u>Retro-reflectivity:</u> Apply white and yellow pavement markings that will attain an initial retro-reflectance of not less than 300 mcd/lx*m2 and not less than 250 mcd/lx*m2, respectively.

The County reserves the right to test the markings within 3 days of receipt of the Contractor's certification. Failure to afford the County opportunity to test the markings will result in non-payment. The test readings should be representative of the Contractor's striping performance. If the retro-reflectivity values measure below values shown above, reapply the striping at no additional cost to the County.

2.2.5 Color: Use paint material that meets the requirements of FDOT Section 971-1.

2.2.6 <u>Glass Spheres:</u> Apply glass spheres on all pavement markings immediately and uniformly following the paint applications. The rate of application shall be based on the manufacturer's recommendation.

2.2.7 <u>Tolerances in Dimensions and in Alignment:</u> Establish tack points at appropriate intervals for use in aligning stripes, and set a string-line from such points to achieve accuracy.

3.0 Dimensions

3.1 Longitudinal Lines: Apply painted skip line segments with no more than +/- 12 inches variance, so that over-tolerance and under-tolerance lengths between skip line and the gap will approximately balance. Apply longitudinal lines at least 2 inches from construction joints of Portland cement concrete pavement.

3.2 <u>Transverse Markings, Gore Markings, Arrows, and Messages:</u> Apply paint in multiple passes when the marking cannot be completed in one pass, with an overall line width allowable tolerance of +/- 1 inch.

3.3 <u>Alignment:</u> Apply painted stripes that will not deviate more than 1 inch from the string-line on tangents and curves one degree or less. Apply painted stripes that will not deviate more than 2 inches from the string-line on curves greater than one degree. Apply painted edge stripes uniformly, not less than 2 inches or more than 4 inches from the edge of pavement, without noticeable breaks or deviations in alignment or width.

Remove and replace at no additional cost to the County traffic stripes that deviate more than the above stated requirements.

3.4 <u>Correction Rates:</u> Make corrections of variations in width at a maximum rate of 10 feet for each .5 inches of correction. Make corrections of variations in alignment at a maximum rate of 25 feet for each 1 inch of correction, return to the string-line.

3.5 <u>Contractor's Responsibility for Notification</u>: Notify the County prior to the placement of the materials. Furnish the County with the manufacturer's name and batch numbers of the materials and glass spheres to be used. Ensure that the approved batch numbers appear on the materials and glass spheres packages.

3.6 <u>Protection of Newly Painted Pavement Markings</u>: Do not allow traffic onto or permit vehicles to cross newly applied pavement markings until they are sufficiently dry. Remove and replace any portion of the pavement markings damaged by passing traffic or from any other cause, at no additional cost to the County.

3.7 <u>Corrections for Deficiencies to Applied Painted Pavement Markings</u>: Reapply a 1.0 mile section centered around any deficiency, at no additional cost to the County.

4.0 Submittals

4.1 <u>Submittal Instructions:</u> Prepare a certification of quantities, using the County's current approved form, for each project in the contract. Submit the certification of quantities and daily worksheets to the County/Project Manager. The County will not pay for any disputed items until the County/Project Manager approves the certification of quantities.

4.2 <u>Contractor's Certification of Quantities:</u> Request payment by submitting a certification of quantities upon completion of work in the respective location/district, or as directed by the County, based on the amount of work done or completed. Ensure the certification of quantities consists of the following:

a) The basis for arriving at the amount of the progress certification, less payments previously made and less any amount previously retained or withheld. The basis will include a detailed breakdown provided on the certification of items of payment.

4.3 <u>Method of Measurement:</u> The quantities to be paid for under this Section will be as follows:

a) The length, in net miles of a 6 inch Solid Traffic Stripe, authorized and acceptably applied.
b) The total traversed distance in gross miles of 10-30 or 3-9 skip line. The actual applied line is 25% of the traverse distance for a 1:3 ratio. This equates to 1,320 feet of marking per mile of single line.

c) The net length, in fee, of each of all other types of lines and stripes, authorized and acceptably applied.

d) The number of pavement messages, symbols, and directional arrows, authorized and acceptably applied.

e) Lump Sum, as specified in FDOT Section 710-4.1.1 when the item for Painted Pavement Markings (final surface) is included in the proposal.

The net length, in feet of dotted and skip striped other than 10-30 and 3-9 will be measured 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 as determined by plan dimensions or stations. Unpainted intervals will not be included in pay quantity.

The gross-mile measurement of 10-30 and 3-9 Skip Traffic Stripes will be taken as the distance from the beginning of the first painted stripe to the end of the last painted stripe, and will include the unpainted intervals. It will not include any lengths of unpainted intervals which, by design or by other intent of the County, are greater than 30 feet.

5.0 Basis of Payment

5.1 <u>General:</u> Prices and payments will be full compensation for all work specified in this Section, including, all cleaning and preparing of surfaces, furnishing of all materials, application, curing and protection of all items, protection of traffic, 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.

ltem No. 710	Painted Pavement Markings			
	Unit Pay Item Description		Unit price	
	Per net mile	Traffic Stripes, Solid		
	Per foot	Traffic Stripes, solld		
	Per gross mile	Traffic Stripes, Skip		
	Per foot	Traffic Stripes, Skip		
	Ea	Messages		
	£а	Arrows		
	Per foot	Yield Markings		
	Each	Raised Pavement Markers (reflective pavement markers)		

BID SCHEDULE

6.0 Thermoplastic Traffic Stripes and Markings

6.1 <u>Description</u>: Apply new thermoplastic traffic stripes and markings, or refurbish existing thermoplastic traffic stripes and markings, in accordance with the Contract Documents.

All new and refurbished stop lines shall be 12 to 24 inches in width, consist of solid white lines and extend across the full length of the approach lanes to indicate the point at which the stop is intended or required to be made.

Crosswalks shall be longitudinal not less than 6 feet wide as specified by the MUTCD 2009 version. No transverse lines are required. The longitudinal lines shall be 12 to 24 inches in width with gaps of 12 to 60 inches. The design of the lines and gaps should avoid the wheel paths if possible, and the gap between the lines should not exceed 2.5 times the width of the longitudinal lines.

6.2 Materials: Use only thermoplastic materials listed on the FDOT Qualified Products List (QPL).

6.3 <u>Initial or Recapped Stripes and Markings</u>: Use materials meeting the requirements of FDOT Section(s) 971-1 and 971-5.

6.4 <u>Refurbishing Existing Stripes and Markings</u>: Use materials meetings the requirements of FDOT Section(s) 971-1 and 971-5, or 971-6 when specifically in the Contract Documents.

6.5 <u>Preformed Stripes and Markings</u>: Use materials meeting the requirements of FDOT Section(s) 971-1 and 971-7.

6.6 <u>Glass Spheres</u>: Use only glass spheres listed on the Qualified Products List, meeting the requirements of FDOT Section(s) 971-1 and 971-2.

6.7 Sand: Use materials meeting the requirements of FDOT Section 971-5.4.

6.8 Equipment: Use equipment capable of providing continuous uniform heating of striping materials to temperatures exceeding 390°F, mixing and agitation of the material reservoir to provide a homogeneous mixture without segregation. Use equipment that will maintain the striping material in a plastic state, in all mixing and conveying parts, including the line dispensing device until applied. Use equipment which can produce varying width traffic stripes and which meets the following requirements:

a) Capable of traveling at a uniform, predetermined rate of speed, both uphill and downhill, in order to produce a uniform application of striping material and capable of following straight lines and making normal curves in a true arc.

b) Is capable of applying glass spheres to the surface of the completed stripe by a double drop application for initial traffic striping and marking and a single drop application for recapping and refurbishing. The bead dispenser for the first bead drop shall be attached to the striping machine in such a manner that the beads are dispensed closely behind with the thermoplastic material. The second bead dispenser bead shall be attached to the striping machine in such a manner that the beads are dispensed after the first bead drop application. Glass spheres dispensers shall be equipped with an automatic cut-off control that is synchronized with the cut-off of the thermoplastic material and applies the glass spheres in a manner such that the spheres appear uniform on the entire traffic stripes and markings surface with, 50 to 60% embedment.

c) Equipped with a special kettle for uniformly heating and melting the striping material. The kettle must be equipped with an automatic temperature control device and material thermometer for positive temperature control and to prevent overheating or scorching of the thermoplastic material.

d) Meet the requirements of the National Fire Protection Association, state, and local authorities.

7.0 Application

7.1 <u>General:</u> Remove existing pavement markings such that scars or traces of removed markings will not conflict with new stripes and markings by a method approved by the County. Cost for removing conflicting pavement markings during maintenance of traffic operations to be included in Maintenance of Traffic, Lump Sum.

Before applying traffic stripes and markings, remove any material by a method approved by the County that would adversely affect the bond of the traffic stripes. Before applying traffic stripes to any Portland cement concrete surface, apply a primer, sealer or surface preparation adhesive of the type recommended by the manufacturer. Offset longitudinal lines at least 2 inches from any longitudinal joints of Portland cement concrete pavement.

Apply traffic stripes or markings only to dry surfaces, and when the ambient air and surface temperature is at least 50°F and rising for asphalt surfaces and 60°F and rising for concrete surfaces.

Apply striping to the same tolerances in dimensions and in alignment specified in 710-5. When applying traffic stripes and markings over existing markings, ensure that no more than 2 inches on either end and not more than 1 inch on either side of the existing line is visible.

Apply thermoplastic material to the pavement either by spray, extrusion or other means approved by the County.

Conduct field tests in accordance with FDOT Standards FM 5-541 and 5-579. Remove and replace traffic stripes and markings not meeting the requirements of this Section at no additional cost to the County.

7.2 <u>Preformed Thermoplastic</u>: Apply markings only to dry surfaces and when ambient air temperature is at least 32°F. Prior to installation, follow the manufacturer's recommendations for preheating.

8.0 Thickness:

8.1 <u>Initial or Recapped Stripes and Markings</u>: Apply or recap traffic stripes or markings such that, before application of drop-on glass spheres, all lane lines, center lines, transverse markings and traffic stripes and markings within traffic wearing areas (such as dotted turning guide lines), will have a thickness of 0.10 to 0.15 inch when measured above the pavement surface at the edge of the traffic stripe or marking.

Also, all gore, island, and diagonal stripe markings, bike lane symbols and messages, wherever located, will have a thickness of 0.09 to 0.12 inch when measured above the pavement surface at the edge of the traffic stripe or marking.

8.2 <u>Refurbishing Existing Traffic Stripes and Markings:</u> Apply a minimum of 0.06 inch of thermoplastic material. Ensure that the combination of the existing stripe and the overlay after application of glass spheres does not exceed the maximum thickness of 0.150 inch for all lines.

8.3 <u>Retro-reflectivity:</u> Apply white and yellow traffic stripes and markings that will attain an initial retro-reflectivity of not less than 450 mcd/lx·m2 and not less than 350 mcd/lx·m2, respectively for all longitudinal lines. All transverse lines, messages and arrows will attain an initial retro-reflectivity of not less than 300 mcd/lx·m2 and 250 mcd/lx·m2 for white and yellow respectively. All pedestrian crosswalks, bike lane symbols or messages in a proposed bike lane shall attain an initial retro-reflectivity of not less than 275 mcd/lx·m2.

The County reserves the right to test the markings within three days of receipt of the Contractor's certification. The test readings should be representative of the Contractor's striping performance. If the retro-reflectivity values measure below values shown above, the striping will be removed and reapplied at the Contractor's expense.

9.0 Glass Spheres:

9.1 Longitudinal Lines: For initial traffic striping and marking, apply the first drop of Type 4 or larger glass spheres immediately followed by the second drop of Type 1 glass spheres. For refurbishing, apply a single drop of Type 3 glass spheres. Apply reflective glass spheres to all markings at the rates determined by the manufacturer's recommendations.

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9.2 <u>Transverse Stripes and Markings</u>: Apply a single drop of Type 1 glass spheres. Apply reflective glass spheres to all markings at the rates determined by the manufacturer's recommendations.

Apply a mixture consisting of 50% glass spheres and 50% sharp silica sand to all thermoplastic pedestrian crosswalk lines and bike lane symbols at the rates determined by the manufacturer's recommendations.

9.3 <u>Preformed Markings:</u> These markings are factory supplied with glass spheres and skid resistant material. No additional glass spheres or skid resistant material should be applied during installation.

9.4 Contractor's Responsibility for Notification

Notify the County prior to the placement of the thermoplastic materials. Furnish the County with the manufacturer's name and batch numbers of the thermoplastic materials and glass spheres to be used. Ensure that the approved batch numbers appear on the thermoplastic materials and glass spheres packages.

9.5 Protection of Newly Applied Traffic Stripes and Markings

Do not allow traffic onto or permit vehicles to cross newly applied pavement markings until they are sufficiently dry. Remove and replace any portion of the pavement markings damaged by passing traffic or from any other cause, at no additional cost to the County.

10.0 Observation Period

Pavement markings are subject to a 180 day observation period under normal traffic. The observation period shall begin with the satisfactory completion and acceptance of the work.

The pavement markings shall show no signs of failure due to blistering, excessive cracking, chipping, discoloration, and poor adhesion to the pavement, loss of reflectivity or vehicular damage. The County reserves the right to check the color and retro-reflectivity any time prior to the end of the observation period.

Replace, at no additional expense to the County, any pavement markings that do not perform satisfactorily under traffic during the 180 day observation period.

11.0 Corrections for Deficiencies

Recapping applies to conditions where additional striping material is applied to new or refurbished traffic stripes or markings to correct a deficiency. Recap a 1.0 mile section centered around the deficiency with additional striping material or by complete removal and reapplication at no additional cost to the County.

If recapping will result in a thickness exceeding the maximum allowed, the traffic stripes or markings will be removed and reapplied.

12.0 Method of Measurement

12.1 General: The quantities to be paid for under this Section will be as follows:

a) The length, in net miles, of 6 inch Solid Traffic Stripe, authorized and acceptably applied.
b) The total traversed distance in gross miles of 10-30 or 3-9 skip line. The actual applied line is 25% of the traverse distance for a 1:3 ratio. This equates to 1,320 feet of marking per mile of single line.

c) The net length, in feet, of all other types of lines and stripes, authorized and acceptably applied.

d) The area, in square feet, of Removal of Existing Pavement Markings, acceptably removed.e) The number of pavement messages, symbols and directional arrows, authorized and acceptably applied.

12.2 <u>Certification of Quantities Submittal Instructions</u>: Prepare a certification of quantities, using the County's current approved form, for each project in the Contract. Submit the certification of quantities and daily worksheets to the County. The County will not pay for any disputed items until the County approves the certification of quantities.

Request payment by submitting a certification of quantities upon completion of work in the respective location/district, or as directed by the County, based on the amount of work done or completed. Ensure the quantities consist of the following:

a) The basis for arriving at the amount of the progress certification, less payments previously made and less any amount previously retained or withheld. The basis will include a detailed breakdown provided on the certification of items of payment.

13.0 Basis of Payment

Prices and payments will be full compensation for all work specified in this Section, including, all cleaning and preparing of surfaces, furnishing of all materials, application, curing and protection of all items, protection of traffic, 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.

	Th	ermoplastic	
	Unit	Pay Item Description	Unit price
	Per net mile	Traffic Stripes, Solld	
	Per foot	Traffic Stripes, Solid	
ltem No. 711	Per gross mile	Traffic Stripes, Skip	
No	Per foot	Dotted/Guideline	
Item	Еа	Messages	
	Еа	Arrows	
	Per foot	Yield Markings	
	Per foot of material installed	Crosswalk	
	Per square foot	Thermoplastic, Remove	

BID SCHEDULE

TERM OF CONTRACT:

The contract resulting from this solicitation shall commence upon full execution and remain in effect until September 30, 2019. This contract may be renewed for two (2) additional one (1) year periods if in agreement with both parties.

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GENERAL SUPPLY/CONSTRUCTION INSURANCE REQUIREMENTS

REVISED: 02/09/2016

BONDING REQUIREMENTS

There are no bonding requirements.

RESPONDENT'S INSURANCE

- 1. The Respondent shall not commence any work in connection with this Agreement until he has obtained all required insurance and such insurance has been approved by the Okaloosa County Risk Manager or designee.
- 2. All insurance policies shall be with insurers licensed to do business in the State of Florida.
- 3. All insurance shall include the interest of all entities and their respective agents, consultants, servants and employees of each and all other interests as may be reasonably required by Okaloosa County as Additional Insured. The coverage afforded the Additional Insured under this policy shall be primary insurance. If the Additional Insured have other insurance that is applicable to the loss, such other insurance shall be on an excess or contingent basis. The amount of the company's liability under this policy shall not be reduced by the existence of such other insurance.
- 4. The County shall be listed as Additional Insured by policy endorsement on all insurance contracts applicable to this Agreement except Workers' Compensation and Professional Liability.
- 5. The County shall be furnished proof of coverage by certificates of insurance (COI) and endorsements for every applicable insurance contract required by this Agreement. The COI's and policy endorsements must be delivered to the County Representative not less than ten (10) days prior to the commencement of any and all contractual Agreements between the County and the Respondent.
- 6. The County shall retain the right to reject all insurance contracts that do not meet the requirement of this Agreement. Further, the County reserves the right to change these insurance requirements with 60-day notice to the Respondent.
- 7. The insurance definition of Insured or Additional Insured shall include Subcontractor, Subsubcontractor, and any associated or subsidiary companies of the Respondent, which are involved, and which is a part of the contract.
- 8. The County reserves the right at any time to require the Respondent to provide certified copies of any insurance policies to document the insurance coverage specified in this Agreement.
- 9. The designation of Respondent shall include any associated or subsidiary company which is involved and is a part of the contract and such, if any associated or subsidiary company involved in the project must be named in the Workers' Compensation coverage.

10. All policies shall be written so that the County will be notified of cancellation or restrictive amendments at least thirty (30) days prior to the effective date of such cancellation or amendment. Such notice shall be given directly to the County Representative.

WORKERS' COMPENSATION INSURANCE

- 1. The Respondent shall secure and maintain during the life of this Agreement Workers' Compensation insurance for all of his employees employed for the project or any site connected with the work, including supervision, administration or management, of this project and in case any work is sublet, with the approval of the County, the Respondent shall require the Subcontractor similarly to provide Workers' Compensation insurance for all employees employed at the site of the project, and such evidence of insurance shall be furnished to the County not less than ten (10) days prior to the commencement of any and all sub-contractual Agreements which have been approved by the County.
- 2. Such insurance shall comply with the Florida Workers' Compensation Law.
- 3. No class of employee, including the Respondent himself, shall be excluded from the Workers' Compensation insurance coverage. The Workers' Compensation insurance shall also include Employer's Liability coverage.

BUSINESS AUTOMOBILE AND COMMERCIAL GENERAL LIABILITY INSURANCE

- 1. The Respondent shall maintain Business Automobile Liability insurance coverage throughout the life of this Agreement. The insurance shall include Owned, Non-owned & Hired Motor Vehicle coverage.
- 2. The Respondent shall carry other Commercial General Liability insurance against all other Bodily Injury, Property Damage and Personal and Advertising Injury exposures. The coverage shall include both On and Off-Premises Operations, Contractual Liability, and Broad Form Property Damage.
- 3. All liability insurance (other than Professional Liability) shall be written on an occurrence basis and shall not be written on a claims-made basis. If the insurance is issued with an aggregate limit of liability, the aggregate limit of liability shall apply only to the locations included in this Agreement. If, as the result of any claims or other reasons, the available limits of insurance reduce to less than those stated in the Limits of Liability, the Respondent shall notify the County representative in writing. The Respondent shall purchase additional liability insurance to maintain the requirements established in this Agreement. Umbrella or Excess Liability insurance can be purchased to meet the Limits of Liability specified in this Agreement.

- 4. Commercial General Liability coverage shall be endorsed to include the following:
 - 1.) Premises Operation Liability
 - 2.) Occurrence Bodily Injury and Property Damage Liability
 - 3.) Independent Respondent's Liability
 - 4.) Completed Operations and Products Liability
- 5. RESPONDENT shall agree to keep in continuous force Commercial General Liability coverage including Completed Operations and Products Liability for the length of project.

LIMITS OF LIABILITY

The insurance required shall be written for not less than the following, or greater if required by law and shall include Employer's liability with limits as prescribed in this contract:

ï	IMIT	

1.	Worker's Compensation 1.) State 2.) Employer's Liability	Statutory \$100,000 each accident
2.	Business Automobile	\$1,000,000 each occurrence (A combined single limit)
3.	Commercial General Liability	\$1,000,000 each occurrence (A combined single limit)
4,	Personal and Advertising Injury	\$250,000

NOTICE OF CLAIMS OR LITIGATION

The RESPONDENT agrees to report any incident or claim that results from performance of this Agreement. The County representative shall receive written notice in the form of a detailed written report describing the incident or claim within ten (10) days of the Respondent's knowledge. In the event such incident or claim involves injury and/or property damage to a third party, verbal notification shall be given the same day the Respondent becomes aware of the incident or claim followed by a written detailed report within ten (10) days of verbal notification.

INDEMNIFICATION & HOLD HARMLESS

Respondent shall indemnify and hold harmless the County, its officers and employees from liabilities, damages, losses, and costs including but not limited to attorney fees, to the extent caused by the negligence, recklessness, or wrongful conduct of the Respondent and other persons employed or utilized by the Respondent in the performance of this contract.

Note: For respondent's convenience, this certification form is enclosed and is made a part of the bid package.

CERTIFICATE OF INSURANCE

- 1. Certificates of insurance, in duplicate, indicating the job site and evidencing all required coverage must be submitted to and approved by Okaloosa County prior to the commencement of any of the work. The certificate holder(s) shall be as follows: Okaloosa County, 5479A Old Bethel Rd, Crestview, Florida, 32536.
- 2. All policies shall expressly require 30 days' written notice to Okaloosa County at the address set out above, of the cancellations of material alterations of such policies, and the Certificates of Insurance, shall so provide.
- 3. All certificates shall be subject to Okaloosa County's approval of adequacy of protection and the satisfactory character of the Insurer. County reserves the right to approve or reject all deductible/SIR

above \$10,000. The Certificates of Insurance shall disclose any and all deductibles or self-insured retentions (SIRs).

- 4. All deductibles or SIRs, whether approved by Okaloosa County or not, shall be the Respondent's full responsibility. In particular, the Respondent shall afford full coverage as specified herein to entities listed as Additional Insured.
- 5. In no way will the entities listed as Additional Insured be responsible for, pay for, be damaged by, or limited to coverage required by this schedule due to the existence of a deductible or SIR. Specific written approval from Okaloosa County will only be provided upon demonstration that the Respondent has the financial capability and funds necessary to cover the responsibilities incurred as a result of the deductible or SIR.

GENERAL TERMS

Any type of insurance or increase of limits of liability not described above which, the Respondent required for its own protection or on account of statute shall be its own responsibility and at its own expense.

The carrying of the insurance described shall in no way be interpreted as relieving the Respondent of any responsibility under this contract.

Should the Respondent engage a subcontractor or sub-subcontractor, the same conditions will apply under this Agreement to each subcontractor and sub-subcontractor.

The Respondent hereby waives all rights of subrogation against Okaloosa County and its consultants and other indemnities of the Respondent under all the foregoing policies of insurance.

UMBRELLA INSURANCE

The Respondent shall have the right to meet the liability insurance requirements with the purchase of an umbrella insurance policy. In all instances, the combination of primary and umbrella liability coverage must equal or exceed the minimum liability insurance limits stated in this Agreement.

GENERAL BID CONDITIONS

1. PRE-BID ACTIVITY -

Except as provided in this section, respondents are prohibited from contacting or lobbying the County, County Administrator, Commissioners, County staff, and Review Committee members, or any other person authorized on behalf of the County related or involved with the solicitation. All inquiries on the scope of work, specifications, additional requirements, attachments, terms and general conditions or instructions, or any issue must be directed in writing, by US mail or email to:

Okaloosa County Purchasing Department 5479A Old Bethel Road Crestview, FL 32536 Email: <u>dmason@co.okaloosa.fl.us</u> (850) 689-5960

All questions or inquiries must be received no later than the last day for questions (reference RFB & Respondent's Acknowledgement form). Any addenda or other modification to the bid documents will be issued by the County five (5) days prior to the date and time of bid closing, as written addenda, and will be posted to and the Okaloosa County website at http://www.co.okaloosa.fl.us/purchasing/current-solicitations.

Such written addenda or modification shall be part of the bid documents and shall be binding upon each respondent. Each respondent is required to acknowledge receipt of any and all addenda in writing and submit with their bid. No respondent may rely upon any verbal modification or interpretation.

2. PREPARATION OF BID – The bid form is included with the bid documents. Additional copies may be obtained from the County. The respondent shall submit bids in accordance with the public notice.

All blanks in the bid documents shall be completed by printing in ink or by typewriter in both words and numbers with the amounts extended, totaled and the bid signed. A bid price shall be indicated for each section, bid item, alternative, adjustment unit price item, and unit price item listed therein, or the words "No Bid", "No Change", or "Not Applicable" entered. No changes shall be made to the phraseology of the form or in the items mentioned therein. In case of any discrepancy between the written amount and the numerical figures, the written amount shall govern. Any bid which contains any omissions, erasures, alterations, additions, irregularities of any kind, or items not called for which shall in any manner fail to conform to the conditions of public notice inviting bids may be rejected.

A bid submitted by a partnership shall be executed in the partnership name and signed by a partner (whose title must appear under the signature). The official address of the partnership shall be shown below the signature.

A bid submitted by a limited liability company shall be executed in the name of the firm by a member and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm must be shown below the signature.

A bid submitted by an individual shall show the respondent's name and official address.

A bid submitted by a joint venture shall be executed by each joint venture in the manner indicated on the bid form. The official address of the joint venture must be shown below the signature. It is preferred that all signatures be in <u>blue ink</u> with the names type or printed below the signature. Okaloosa County does not accept electronic signatures.

The bid shall contain an acknowledgement of receipt of all Addenda, the numbers of which shall be filled in on the form. The address and telephone # for communications regarding the bid shall be shown.

If the respondent is an out-of-state corporation, the bid shall contain evidence of respondent's authority and qualification to do business as an out-of-state corporation in the State of Florida. A state contractor license # for the State of Florida shall also be included on the bid form. Respondent shall be licensed in accordance with the requirements of Chapter 489, Florida Statutes.

- 3. INTEGRITY OF BID DOCUMENTS Respondents shall use the original Bid documents provided by the Purchasing Department and enter information only in the spaces where a response is requested. Respondents may use an attachment as an addendum to the Bid documents if sufficient space is not available. Any modifications or alterations to the original bid documents by the respondent, whether intentional or otherwise, will constitute grounds for rejection of a bid. Any such modification or alteration that a respondent wish to propose must be clearly stated in the respondent's response in the form of an addendum to the original bid documents.
- 4. SUBMITTAL OF BID A bid shall be submitted no later than the date and time prescribed and at the place indicated in the advertisement or invitation to bid and shall be enclosed in an opaque sealed envelope plainly marked with the project title (and, if applicable, the designated portion of the project for which the bid is submitted), the name and address of the respondent, and shall be accompanied by the bid security and other required documents. It is the respondent's responsibility to assure that its bid is delivered at the proper time and place. Offers by telegram, facsimile, or telephone will NOT be accepted.

Note: Crestview is not a next day delivery site for overnight carriers.

5. MODIFICATION & WITHDRAWAL OF BID - A bid may be modified or withdrawn by an appropriate document duly executed in the manner that a bid must be executed and delivered to the place where bids are to be submitted prior to the date and time for the opening of bids.

If within 24 hours after bids are opened any respondent files a duly signed written notice with the County and promptly thereafter demonstrates to the reasonable satisfaction of the County that there was a material substantial mistake in the preparation of its bid, that respondent may withdraw its bid, and the bid security may be returned. Thereafter, if the work is rebid, that respondent will be disqualified from 1) further bidding on the work, and 2) doing any work on the contract, either as a subcontractor or in any other capacity.

- 6. BIDS TO REMAIN SUBJECT TO ACCEPTANCE All bids will remain subject to acceptance or rejection for sixty (60) calendar days after the day of the bid opening, but the County may, in its sole discretion, release any bid and return the bid security prior to the end of this period.
- 7. IDENTICAL TIE BIDS Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality and service are received by the County for the procurement of commodities or contractual services, a bid received from a business that

certifies that it has implemented a drug-free workplace program shall be given preference in the award process (see attached certification form).

Established procedures for processing tie bids will be followed if none of the tied vendors have a drugfree workplace program.

Note: For respondent's convenience, this certification form is enclosed and is made a part of the bid package.

- 8. CONDITIONAL & INCOMPLETE BIDS Okaloosa County specifically reserves the right to reject any conditional bid and bids which make it impossible to determine the true amount of the bid.
- 9. BID PRICE The bid price shall include all equipment, labor, materials, permit(s), freight, taxes, required insurance, Public Liability, Property Damage and Workers' Compensation, etc. to cover the finished work called for.
- 10. ADDITION/DELETION OF ITEM The County reserves the right to add or delete any item from this bid or resulting contract when deemed to be in the County's best interest.
- 11. SPECIFICATION EXCEPTIONS Specifications are based on the most current literature available. Respondent shall clearly list any change in the manufacturer's specifications which conflict with the bid specifications. Respondent must also explain any deviation from the bid specification in writing, as a foot note on the applicable bid page and enclose a copy of the manufacturer's specifications data detailing the changed item(s) with their bid. Failure of the respondent to comply with these provisions will result in respondents being held responsible for all costs required to bring the equipment in compliance with bid specifications.
- 12. APPLICABLE LAWS & REGULATIONS All applicable Federal and State laws, County and municipal ordinances, orders, rules and regulations of all authorities having jurisdiction over the project shall apply to the bid throughout, and they will be deemed to be included in the contract the same as though they were written in full therein.
- **13. DISQUALIFICATION OF RESPONDENTS** Any of the following reasons may be considered as sufficient for the disqualification of a respondent and the rejection of its bid:
 - a. Submission of more than one proposal for the same work from an individual, firm or corporation under the same or different name.
 - b. Evidence that the respondent has a financial interest in the firm of another respondent for the same work.
 - c. Evidence of collusion among respondents. Participants in such collusion will receive no recognition as respondents for any future work of the County until such participant has been reinstated as a qualified respondent.
 - d. Uncompleted work which in the judgment of the County might hinder or prevent the prompt completion of additional work if awarded.
 - e. Failure to pay or satisfactorily settle all bills due for labor and material on former contracts in force at the time of advertisement of proposals.

- f. Default under previous contract.
- g. Listing of the respondent by any Local, State or Federal Government on its barred/suspended vendor list.

14. AWARD OF BID

- A. Okaloosa County Review Okaloosa County designated Staff will review all bids and will participate in the Recommendation to Award.
- B. The County will award the bid to the lowest respondent, and the County reserves the right to award the bid to the respondent submitting a responsive bid with a resulting negotiated agreement which is most advantageous and in the best interest of the County, and to reject any and all bids or to waive any irregularity or technicality in bids received. Okaloosa County shall be the sole judge of the bid and the resulting negotiated agreement that is in its best interest and its decision shall be final.
- C. Okaloosa County reserves the right to waive any informalities or reject any and all bids, in whole or part, to utilize any applicable state contracts in lieu of or in addition to this bid and to accept the bid that in its judgment will best serve the interest of the County.
- D. Okaloosa County specifically reserves the right to reject any conditional bids and will normally reject those which made it impossible to determine the true amount of the bid. Each item must be bid separately and no attempt is to be made to tie any item or items to any other item or items.
- 15. PAYMENTS The respondent shall be paid upon submission of invoices and approval of acceptance by Okaloosa County Board of County Commissioners, Finance Office, 302 N. Wilson St., #203, Crestview FL 32536, for the prices stipulated herein for articles delivered and accepted. Invoices must show Contract #.
- 16. DISCRIMINATION An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.
- 17. PUBLIC ENTITY CRIME INFORMATION Pursuant to Florida Statute 287.133, a respondent may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. <u>287.017</u> for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

:

18. CONFLICT OF INTEREST - The award hereunder is subject to the provisions of Chapter 112, Florida Statutes. All respondents must disclose with their bids the name of any officer, director, or agent who is also a public officer or an employee of the Okaloosa Board of County Commissioners, or any of its agencies. Furthermore, all respondents must disclose the name of any County officer or employee who owns, directly or indirectly, an interest of five percent (5%) or more in the firm or any of its branches.

Note: For respondent's convenience, this certification form is enclosed and is made a part of the bid package.

- **19. REORGANIZATION OR BANKRUPTCY PROCEEDINGS** Bids will not be considered from respondents who are currently involved in official financial reorganization or bankruptcy proceedings.
- 20. INVESTIGATION OF RESPONDENT The County may make such investigations, as it deems necessary to determine the stability of the respondent to perform the work and that there is no conflict of interest as it relates to the project. The respondent shall furnish to the Owner any additional information and financial data for this purpose as the County may request.
- 21. NO CONTACT CLAUSE The Okaloosa County Board of County Commissioners has established a solicitation silence policy (No Contact Clause) that prohibits oral and written communication regarding all formal solicitations for goods and services (formal bids, Request for Proposals, Requests for Qualifications) issued by the Board through the County Purchasing Department. The period commences when the procurement document is received by the County and terminates when the Board of County Commissioners approves an award.

Note: For respondent's convenience, this certification form is enclosed and is made a part of the bid package.

- 22. REVIEW OF PROCUREMENT DOCUMENTS Per Florida Statute 119.071 (2) 2 sealed bids, proposals, or replies received by the County pursuant to a competitive solicitation are exempt from public disclosure until such time as the County provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier.
- 23. COMPLIANCE WITH FLORIDA STATUTE 119.0701 The Respondent shall comply with all the provisions of section 119.0701, Florida Statutes relating to the public records which requires, among other things, that the Respondent: (a) Keep and maintain public records; (b) Provide the public with access to public records on the same terms and conditions that the public agency would provide the records; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (d) Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the respondent upon termination of the contract.
- 24. PROTECTION OF RESIDENT WORKERS The Okaloosa County Board of County Commissioners actively supports the Immigration and Nationality Act (INA) which includes provisions addressing employment eligibility, employment verifications, and nondiscrimination. Under the INA, employers may hire only persons who may legally work in the United States (i.e., citizens and nationals of the U.S.) and aliens authorized to work in the U.S. The employer must verify the identity and employment eligibility of anyone to be hired, which includes completing the Employment Eligibility Verifications. The respondent shall establish appropriate procedures and controls so no services or products under the Contract Documents will be performed or manufactured by any worker who is not legally eligible to perform such services or employment. Okaloosa County reserves the right to request documentation showing compliance with the requirements.

Respondents doing construction business with Okaloosa County are required to use the Federal Government Department of Homeland Security's website and use the E-Verify Employment Eligibility Verifications System to confirm eligibility of all employees to work in the United States.

- 25. SUSPENSION OR TERMINATION FOR CONVENIENCE The County may, at any time, without cause, order Respondent in writing to suspend, delay or interrupt the work in whole or in part for such period of time as the County may determine, or to terminate all or a portion of the Contract for the County's convenience. Upon such termination, the Contract Price earned to the date of termination shall be paid to Respondent, but Respondent waives any claim for damages, including loss of profits arising out of or related to the early termination. Those Contract provisions which by their nature survive final acceptance shall remain in full force and effect. If the County orders a suspension, the Contract price and Contract time may be adjusted for increases in the cost and time caused by suspension, delay or interruption. No adjustment shall be made to the extent that performance is, was or would have been so suspended, delayed or interrupted by reason for which Respondent is responsible; or that an equitable adjustment is made or denied under another provision of this Contract.
- 26. FAILURE OF PERFORMANCE/DELIVERY In case of default by the respondent, the County after due notice (oral or written) may procure the necessary supplies or services from other sources and hold the respondent responsible for difference in cost incurred. Continuous instances of default shall result in cancellation of the award and removal of the respondent from the bid list for duration of one (1) year, at the option of the County.
- 27. AUDIT If requested, respondent shall permit the County or an authorized, independent audit agency to inspect all data and records of respondent relating to its performance and its subcontracts under this bid from the date of the award through three (3) years after the expiration of contract.
- 28. EQUAL EMPLOYMENT OPPORTUNITY; NON DISCRIMINATION Respondent will not discriminate against any employee or an applicant for employment because of race, color, religion, gender, sexual orientation, national origin, age, familial status or handicap.
- 29. NON-COLLUSION Respondent certifies that it has entered into no agreement to commit a fraudulent, deceitful, unlawful or wrongful act, or any act which may result in an unfair advantage over other respondents. See Florida Statute 838.22.
- 30. UNAUTHORIZED ALIENS/PATRIOT'S ACT The knowing employment by respondent or its subcontractors of any alien not authorized to work by the immigration laws is prohibited and shall be a default of the contract. In the event that the respondent is notified or becomes aware of such default, the respondent shall take steps as are necessary to terminate said employment with 24 hours of notification or actual knowledge that an alien is being employed. Respondent's failure to take such steps as are necessary to terminate the employment of any said alien within 24 hours of notification or actual knowledge that an alien is being employed shall be grounds for immediate termination of the contract. Respondent shall take all commercially reasonable precautions to ensure that it and its subcontractors do not employ persons who are not authorized to work by the immigration laws.

31. The following documents shall be submitted with the bid packet:

- A. Drug-Free Workplace Certification Form
- B. Conflict of Interest

- C. Federal E-Verify
- D. No Contact Clause Form
- E. Recycled Content Form
 F. Indemnification and Hold Harmless
 G. Prohibition to Lobbying
 H. Company Data
 I. Addendum Acknowledgement
 J. Anti-Collusion Statement
 K. Did Shart

- K. Bid Sheet

DRUG-FREE WORKPLACE CERTIFICATION

THE BELOW SIGNED RESPONDENT CERTIFIES that it has implemented a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

- 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's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and 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 quote a copy of the statement specified in subsection 1.
- 4. In the statement specified in subsection 1, notify the employees that, as a condition of working on the commodities or contractual services that are under quote, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893, Florida Statutes, 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, drug abuse assistance or rehabilitation program if such is available in employee's community, by any employee who is convicted.
- 6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

DATE:	May 17 2012	SIGNATURE: Aud Lutio
	E.	NAME: Blair S. Grooke
		(Typed or Printed)
ADDRESS:	8203 K:01. 103 St	TITLE: President
	Pensacola, FL 32514	E-MAIL: blair egeteine.com
PHONE NO .:	850 4ng. nolel	

CONFLICT OF INTEREST DISCLOSURE FORM

For purposes of determining any possible conflict of interest, all respondents, must disclose if any Okaloosa Board of County Commissioner, employee(s), elected officials(s), or if any of its agencies is also an owner, corporate officer, agency, employee, etc., of their business.

Indicate either "yes" (a county employee, elected official, or agency is also associated with your business), or "no". If yes, give person(s) name(s) and position(s) with your business.

YES_____

NO____

NAME(S)

POSITION(S)

FIRM NAME: BY (PRINTED)

BY (SIGNATURE)

TITLE:

ADDRESS:

PHONE NO.

E-MAIL

DATE

bulf Coast Trallic Engineers, Inc
Blair S Crooke
a Dain & Clooke
President
8203 Kipling St
Pensacola, FL 32514
950. 478.7066
blair@gcteinc.com
1 Nay 17, 2017

FEDERAL E-VERIFY COMPLIANCE CERTIFICATION

In accordance with Okaloosa County Policy and Executive Order Number 11-116 from the office of the Governor of the State of Florida, Respondent hereby certifies that the U.S. Department of Homeland Security's E-Verify system will be used to verify the employment eligibility of all new employees hired by the respondent during the contract term, and shall expressly require any subcontractors performing work or providing services pursuant to the contact to likewise utilize the U.S. Department of Homeland Securities E-Verify system to verify the employees hired by the subcontractor during the contract term; and shall provide documentation such verification to the COUNTY upon request.

As the person authorized to sign this statement, I certify that this company complies/will comply fully with the above requirements.

DATE: May In, 2017 SIGNATURE: COMPANY: but Coost Trace Eng, Inc. NAME: Bloir TITLE: President ADDRESS: 8203 Kipling St Pensacola, FL 32514 E-MAIL: blair @ geteine.com

PHONE NO .: 850 478. TOLL

NO CONTACT CLAUSE

The Board of County Commissioners have established a solicitation silence policy (No Contact Clause) that prohibits oral and written communication regarding all formal solicitations for goods and services (formal bids, Request for Proposals, Requests for Qualifications) issued by the Board through the County Purchasing Department.

The period commences upon receipt of the procurement proposal, by the County, and terminates upon Board approval to award a contract or reject all bids/responses.

When the solicitation silence period is in effect, no oral or written communication is allowed regarding the solicitation between prospective respondents and members of the Board of County Commissioners, the County Administrator, county employees or members of the Board Approved Review Committee. All questions or requests for information regarding the solicitation <u>MUST</u> be directed to the designated Purchasing Representative listed in the solicitation.

Any information thought to affect the committee or staff recommendation submitted after bids are due, should be directed to the Purchasing Manager or an appointed representative. It shall be the Purchasing Manager decision whether to consider this information in the decision process.

Any violation of this policy shall be grounds to disqualify the respondent from consideration during the selection process.

All respondents must agree to comply with this policy by signing the following statement and including it with their submittal.

representing but Coast Trachic Engineer Company Name I Signature

On this $\frac{1}{1}$ day of $\frac{1}{2}$ 2017 hereby agree to abide by the County's "No Contact Clause" and understand violation of this policy shall result in disqualification of my proposal/submittal.

RECYCLED CONTENT FORM

RECYCLED CONTENT INFORMATION 1. Is the material in the above: Virgin______ or Recycled______(Check the applicable blank). If recycled, what percentage 0/0 Product Description: 2. Is your product packaged and/or shipped in material containing recycled content? No 🗸 Yes Specify: 3. Is your product recyclable after it has reached its intended end use? _____No____ Yes Specify:

The above is not applicable if there is only a personal service involved with no product involvement.

Name of I	Respondent:	build Coast Traffic Engineers, Inc
E-Mail:	blair	Egeteine.com

INDEMNIFICATION AND HOLD HARMLESS

Respondent shall indemnify and hold harmless the County, its officers and employees from liabilities, damages, losses, and costs including but not limited to attorney fees, to the extent caused by the negligence, recklessness, or intentional wrongful conduct of the Respondent and other persons employed or utilized by the Respondent in the performance of this Agreement.

but Coost Traffic Engineers Inc

Respondent's Company Name

Authorized Signature - Manual

8203 Kipling St Pensacola FL 32514 Physical Address

Same Mailing Address

850.4n8.noll

Phone Number

850 910.1520 Cellular Number

May 17, 2017 Date

Blair S Crooke Authorized Signature - Typed

fresident Title

NOIA

FAX Number

850 910.152.0

After-Hours Number(s)

LOBBYING - 31 U.S.C. 1352, 49 CFR Part 19, 49 CFR Part 20

APPENDIX A, 49 CFR PART 20--CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

(To be submitted with each bid or offer exceeding \$100,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*)]

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1) - (2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The Contractor, <u>See Construction</u>, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *of pag., apply* to this certification and disclosure, if any.

Man & Chothe Signature of Contractor's Authorized Official

Blain S Crocke tresiden Name and Title of Contractor's Authorized Official

May 19, 2017 Date

COMPANY DATA

Respondent's Company Name:

Physical Address & Phone #:

build Coast Tractic Engineers Inc

8203 Kipling St Persacola, FL32514

Contact Person (Typed-Printed):

Phone #:

Cell #:

Federal ID or SS #:

DUNS #:

Respondent's License #:

Fax #:

Emergency #'s After Hours, Weekends & Holidays: Blair SCrooke

850 478.7066

850 910.1520

59.1104811

03.265.3180

200020402107

NIA

850.910.1520

ADDENDUM ACKNOWLEDGEMENT

Acknowledgment is hereby made of the following addenda (identified by number) received since issuance of solicitation:

ADDENDUM NO.

DATE

NOTE: Prior to submitting the response to this solicitation, it is the responsibility of the respondent to confirm if any addenda have been issued. If such addenda have been issued, acknowledge receipt by noting number(s) and date(s) above.

ANTI-COLLUSION STATEMENT: The below signed bidder has not divulged to, discussed or compared his bid with other bidders and has not colluded with any other bidder or parties to bid whatever. (Note: No premiums, rebates, or gratuities permitted either with, prior to, or after any delivery of materials. Any such violation will result in the cancellation and/or return of material (as applicable) and the removal from bid list(s).

bull Coast Trallic Engineers, Inc

Bidder's Company Name

8203 Kipling St

Authorized Signature - Manual

Pensacola, FL 32514

Address

850 4ng. noul

Phone #

59-1104811 Federal ID # or SS #

Blair S Crooke Authorized Signature – Typed

President Title

NIA Fax# email: blair@gcteinc.com

GULF COAST TRAFFIC ENGINEERS BID SHEET

Date Submitted: MAY 17TH, 2017

BID#: RFB PW 57-17

BID TITLE: Miscellaneous Road Striping Services/Thermoplastic & Painted Pavement Markings

ltem No. 710	Painted Pavement Markings		
	Unit	Pay Item Description	Unit price
	Per net mile	Traffic Stripes, Solid	\$925.00
-A	Per foot	Traffic Stripes, solid	\$1.50
	Per gross mile	Traffic Stripes, Skip	\$700.00
	Per foot	Traffic Stripes, Skip	\$1.50
	Ea	Messages	\$50.00
	Ea	Arrows	\$40.00
	Per foot	Yield Markings	\$5.00
	Each	Raised Pavement Markers (reflective pavement markers)	\$10.00

BID SCHEDULE

		BID SCHEDULE		
	Thermoplastic			
Item No. 711	Unit	Pay Item Description	Unit price	
	Per net mile	Traffic Stripes, Solid	\$3700.00	
	Per foot	Traffic Stripes, Solid	\$5.00	
	Per gross mile	Traffic Stripes, Skip	\$1925.00	
	Per foot	Dotted/Guideline	\$5.00	
	Ea	Messages	\$120.00	
	Ea	Arrows	\$70.00	
	Per foot	Yield Markings	\$15.00	
	Per foot of material installed	Crosswalk	\$12.00	
	Per square foot	Thermoplastic, Remove	\$10.00	

BID SCHEDULE

EXHIBIT B GENERAL GRANT FUNDING CONDITIONS

This Contract is either fully or partially Grant funded. Contractor shall comply with the clauses as enumerated below.

- 1. <u>Drug Free Workplace Requirements</u>: Drug-free workplace requirements in accordance with Drug Free Workplace Act of 1988 (Pub I 100-690, Title V, Subtitle D) All contractors entering into Federal funded contracts over \$100,000 must comply with Federal Drug Free workplace requirements as Drug Free Workplace Act of 1988.
- 2. <u>Contractor Compliance</u>: The contractor shall comply with all uniform administrative requirements, cost principles, and audit requirements for federal awards.
- 3. <u>Conflict of Interest</u>: The contractor must disclose in writing any potential conflict of interest to the County or pass-through entity in accordance with applicable Federal policy.
- 4. <u>Mandatory Disclosures</u>: The contractor must disclose in writing all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award.
- 5. Utilization of Small and Minority Businesses, Women's Business Enterprises and Labor Surplus Area Firms: The contractor must take all necessary affirmative steps to assure that small, minority, and women-owned businesses are utilized when possible, in accordance with 2CFR 200.321. If subcontracts are to be let, prime contractor will require compliance of this provision by all sub-contractors. Prior to contract award, the contractor shall document efforts to assure that such businesses are solicited when there are potential sources; that the contractor made an effort to divide total requirement, when economically feasible, into smaller tasks or quantities to permit maximum participation by such businesses; and, that the contractor has established delivery schedules, where permitted, to encourage such businesses respond. Contractor and sub-contractor shall utilize service and assistance from such organizations as SBA, Minority Business Development Agency of the Department of Commerce, the Florida Department of Management Services (Office of Supplier Diversity), the Florida Department of Transportation, Minority Business Development Center, and Local Government M/DBE programs, available in many large counties and cities. Documentation, including what firms were solicited as suppliers and/or sub-contractors, as applicable, shall be included with the bid proposal.

;

- 6. Equal Employment Opportunity: (As per Executive Order 11246) The contractor may not discriminate against any employee or applicant for employment because of age, race, color, creed, sex, disability or national origin. The contractor agrees to take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their age, race, color, creed, sex, disability or national origin. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training including apprenticeship.
- 7. <u>Davis-Bacon Act</u>: If applicable to this contract, the contractor agrees to comply with all provisions of the Davis Bacon Act as amended (40 U.S.C. 3141-3148). Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages

specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. If the grant award contains Davis Bacon provisions, the County will place a copy of the current prevailing wage determination issued by the Department of Labor in the solicitation document. The decision to award a contract shall be conditioned upon the acceptance of the wage determination.

- 8. <u>Copeland Anti Kick Back Act</u>: If applicable to this contract, contractors shall comply with all the requirements of 18 U.S.C. § 874, 40 U.S.C. § 3145, 29 CFR Part 3 which are incorporated by reference to this contract. Contractors are prohibited from inducing by any means any person employed in the construction, completion or repair of public work to give up any part of the compensation to which he or she is otherwise entitled.
- 9. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708): Where applicable, all contracts awarded in excess of \$100,000 that involve the employment of mechanics or laborers must be in compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- <u>Clean Air Act (42 U.S.C. 7401–7671q.)</u> and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387): as amended—The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmentat Protection Agency (EPA).
- 11. <u>Debarment and Suspension</u> (Executive Orders 12549 and 12689): A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension. SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. The contractor shall certify compliance. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions and subcontracts.
- 12. <u>Byrd Anti-Lobbying Amendment</u> (31 U.S.C. 1352): Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes

place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. The contractor shall certify compliance.

- 13. <u>Rights to Inventions Made Under a Contract or Agreement</u>: If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
- 14. <u>Procurement of Recovered Materials</u>: Contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

15. Access to Records and Reports:

Contractor will make available to the County's granting agency, the granting agency's Office of Inspector General, the Government Accountability Office, the Comptroller General of the United States, Okaloosa County, Okaloosa County Clerk of Court's Inspector General, or any of their duly authorized representatives any books, documents, papers or other records, including electronic records, of the contractor that are pertinent to the County's grant award, in order to make audits, investigations, examinations, excerpts, transcripts, and copies of such documents. The right also includes timely and reasonable access to the contractor's personnel during normal business hours for the purpose of interview and discussion related to such documents. This right of access shall continue as long as records are retained.

16. Record Retention:

Contractor will retain of all required records pertinent to this contract for a period of three years, beginning on a date as described in 2 C.F.R. §200.333 and retained in compliance with 2 C.F.R. §200.333.

17. <u>Federal Changes:</u> Contractor shall comply with all applicable Federal agency regulations, policies, procedures and directives, including without limitation those listed directly or by reference, as they may be amended or promulgated from time to time during the term of the contract.

18. Termination for Default (Breach or Cause):

Contracts in excess of 10,000 – If Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the County may terminate the contract for default. Termination shall be effected by serving a notice of termination on the contractor setting forth the manner in which the Contractor is in default. The contractor will only be paid the contract price for

supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

19. Safeguarding Personal Identifiable Information

Contractor will take reasonable measures to safeguard protected personally identifiable information and other information designated as sensitive by the awarding agency or is considered sensitive consistent with applicable Federal, state and/or local laws regarding privacy and obligations of confidentiality.

- 20. <u>Prohibition on utilization of cost plus a percentage of cost contracts</u>: The County will not award contracts containing Federal funding on a cost plus percentage of cost basis.
- 21. <u>Prohibition on utilization of time and material type contracts:</u> The County will not award contracts based on a time and material basis if the contract contains Federal funding.
- 22. <u>Disputes:</u> Any dispute arising under this Agreement which is not settled by Agreement of the parties may be settled by mediation, arbitration, or other appropriate legal proceedings. Pending any decision, appeal or judgment in such proceedings or the settlement of any dispute arising under this Agreement, shall proceed diligently with the performance of this Agreement in accordance with the decision of the County. This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall be in the Circuit Court of Okaloosa County.

23. Energy Policy and Conservation Act (43 U.S.C.§6201)

All contracts except micro-purchases (\$3000 or less, except for construction contracts over \$2000). Contracts shall comply with mandatory standards and policies relating to energy efficiency, stating in the state energy conservation plan issued in compliance with the Energy Policy and Conservation act. (Pub. L. 94-163, 89 Stat. 871) [53 FR 8078, 8087, Mar. 11, 1988, as amended at 60 FR 19639, 19645, Apr. 19, 1995].

As the person authorized to sign this statement, I certify that this company complies/will comply fully with the above requirements.

DATE: \ "N.P." SIGNATURE COMPANY: Jup Coast Traffic France NAME: TITLE: ADDRESS: ALT E-MAIL: DIG: CQQC PHONENO .: 850 4MR. TOUL



CA# 35

BOARD OF COUNTY COMMISSIONERS AGENDA REQUEST

DATE:	June 20, 2017
TO:	Honorable Chairman and Members of the Board
FROM:	Greg Kisela
SUBJECT:	Gulf Coast Traffic Engineers, Inc.
DEPARTMENT:	Purchasing
BCC DISTRICT:	ALL

STATEMENT OF ISSUE: Request approval of the contract with Gulf Coast Traffic Engineers, Inc. to provide painted/thermoplastic pavement markings for the County.

BACKGROUND & ANALYSIS: On June 6, 2017 the Board approved the award to Gulf Coast Traffic Engineers, Inc. to provide painted/thermoplastic pavement markings for the County. The contractor will provide the materials on an as-needed basis and there is no guarantee for the amount that might be purchased. The contract is now complete and is ready for the Chairman's signature. Staff requests approval of the contract with Gulf Coast Traffic Engineers, Inc. and requests authorization for the Chairman to sign the documents.

OPTIONS: Approve/Deny

RECOMMENDATION: Staff recommends approval of the contract with Gulf Coast Traffic Engineers, Inc.

6/9/2017

RECOMMENDED BY:

John/Hofstad, County Administrator

6/15/2017

APPROVED BY:

John Hofstad, County Administrator

SCANNED

