

## STANDARD FORM CONSTRUCTION BID AGREEMENT

**THIS AGREEMENT** is dated as of the 9th day of December in the year 2021 by and between Santa Rosa County, a political subdivision of the state of Florida (“County”) and Gulf Coast Traffic Engineers, Inc. (“Contractor”).

County and Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follows:

### Article 1. WORK.

Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

### ROAD STRIPING

### Article 2. CONTRACT TIMES.

- 2.1 The Work will be substantially completed within the prescribed number of calendar days after the date when the Contract Times commence to run, and completed and ready for final payment within 30 calendar days after the date when the Contract Times commence to run.
- 2.2 Liquidated Damages. County and Contractor recognize that time is of the essence of this Agreement and that County will suffer financial loss if the Work is not completed within the times specified in paragraph 2.1 above, plus any extensions thereof allowed by the County. They also recognize the delays, expense and difficulties involved in proving the actual loss suffered by County if the Work is not completed on time. Accordingly, instead of requiring of such proof, County and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay County the amount specified in Paragraph 2.3. for each day that expires after the time specified in paragraph 2.1 for Substantial Completion until the Work is substantially complete. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the time specified in paragraph 2.1 for completion and readiness for final payment or any proper extension thereof granted by County, Contractor shall pay County the amount specified in Paragraph 2.3. for each day that expires after the time specified in paragraph 2.1 for completion and readiness for final payment. The Contractor hereby expressly waives and relinquishes any right which it may have to seek to characterize the liquidated damages as a penalty, which the parties agree represents a fair and reasonable estimate of the County’s actual damages at the time of contracting if the Contractor fails to substantially complete the Work in a timely manner.
- 2.3 Liquidated Damages are based upon the original contract amount, as established by Santa Rosa County. Liquidated damages, based upon the task order amount will be: \$250 dollars per calendar day for task orders below \$50,000, \$500 dollars per calendar day for task orders \$50,000.01 to \$99,999, and \$1,000 dollars per calendar day for task orders \$100,000 and above.

### **LIQUIDATED DAMAGES SCHEDULE**

Phase	Begin Date	Consecutive Calendar Days to Complete	Liquidated Damages
1	Issuance of Task Order	7	<b>Daily Rate as Referenced on ITB 22-006</b>
Entire Project	Notice to Proceed	TBD	<b>Daily Rate as Referenced on ITB 22-006</b>

**Article 3. CONTRACT PRICE.**

County shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the established unit price for each separately identified item of Unit Price Work times the estimated quantity of that item as indicated in the Bid Schedule submitted in the Bid Form. The cost of this project is not to exceed an annual amount of \$120,000 as per the attached Contractor bid.

**Article 4. PAYMENT PROCEDURES**

Contractor shall submit Application for Payment in accordance with Contract. Applications for Payment will be processed by Engineer as provided in the contract.

4.1 *Progress Payments; Retainage.* County shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment as recommended by Engineer, on or about the fifteenth (15th) day of each month during construction as provided in paragraph 4.1.1. All such payments will be measured based on the number of units completed. Payments to the Contractor shall in no way imply approval or acceptance of Contractor's work.

4.1.1 Contractor may be paid 95 % of Work completed (with the balance being retainage), less the aggregate of payments previously made and less such amounts as Engineer shall determine, or County may withhold. Contractor may be paid 95 % (with the balance being retainage) of materials and equipment not incorporated in the Work (but delivered, suitably stored and accompanied by documentation satisfactory to County).

4.1.2 Retainage requirements may be changed to reflect a proposed change to state regulatory statutes.

4.2 *Final Payment.* Upon final completion and acceptance of the Work, County shall pay the remainder of the Contract Price as recommended by Engineer.

4.2.1 Contractor's acceptance of final payment shall constitute a full waiver of any and all claims by Contractor against the County arising out of this Agreement or otherwise relating to the Project, except those previously made in writing and identified by Contractor as unsettled at the time of the final Application for Payment. Neither the acceptance of the Work nor payment by the County shall be deemed to be a waiver of the County's right to enforce any obligations of the Contractor hereunder or to the recovery of damages for defective Work not discovered by the Engineer or the County at the time of final inspection.

4.2 Payments Withheld

4.2.1 The Engineer or the County may decline to approve any Applications for Payment, or portions thereof, because of subsequently discovered evidence or subsequent inspections. The Engineer or the County may nullify the whole or any part of any inspections. The Engineer or the County may nullify the whole or any part of any approval for payment previously issued and the County may withhold any payments otherwise due Contractor under this Agreement or any other agreement between the County and the Contractor, to such extent as may be necessary in the County's opinion to protect it from loss because of:

4.2.1.1 Defective Work not remedied;

4.2.1.2 Third party claims filed or reasonable evidence indicating probable filing of

such claims;

- 4.2.1.3 Failure of Contractor to make payment properly to subcontractors or for labor, materials or equipment;
- 4.2.1.4 Reasonable doubt that the Work can be completed for the unpaid balance of the Contract Amount;
- 4.2.1.5 Reasonable indication that the Work will not be completed within the Contract Time;
- 4.2.1.6 Unsatisfactory prosecution of the Work by the Contractor;
- 4.2.1.7 Failure to provide accurate and current "As-Builts"; or
- 4.2.1.8 Any other material breach of the Contract Documents.

- 4.3.2 If these conditions in Subsection 4.3.1 are not remedied or removed, the County may, after three (3) days written notice, rectify the same at Contractor's expense. The County also may offset against any sums due Contractor the amount of any liquidated or unliquidated obligations of Contractor to the County, whether relating to or arising out of his Agreement or any other agreement between Contractor and the County.

#### **Article 5. CONTRACTOR'S REPRESENTATIONS.**

In order to induce County to enter into this Agreement Contractor makes the following representations:

5.1 Contractor has examined and carefully studied the Contract Documents (including the Addenda listed in Article 6) and the other related data identified in the Project Documents including "technical data."

5.2 Contractor has visited the site and become familiar with and is satisfied as to the general, local, and site conditions that may affect cost, progress, performance or furnishing of the Work.

5.3 Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, performance and furnishing of the Work.

5.4 Contractor has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except Underground Facilities) which have been identified in the Bid documents. Contractor acknowledges that such reports and drawings are not Contract Documents and may not be complete for Contractor's purposes. Contractor acknowledges that County and Engineer do not assume responsibility for the accuracy or completeness of information and data shown, indicated in the Contract Documents with respect to Underground Facilities at, or contiguous to the site. Contractor has obtained and carefully studied (or assumes responsibility for having done so) all such additional supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance, or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor and safety precautions, and programs incident thereto. Contractor does not consider that any additional examinations, investigations, explorations, tests, studies, or data are necessary for the performance and furnishing of the Work at the Contract Price, within the Contract Times and in accordance with the other terms and conditions of the Contract Documents.

5.5 Contractor is aware of the general nature of work to be performed by County and others at the site that relates to the Work as indicated in the Contract Documents.

5.6 Contractor has correlated the information known to Contractor, information and observation obtained

from visits to the site, reports, and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.

5.7. Contractor has given Engineer written notice of all conflicts, errors, ambiguities or discrepancies that Contractor has discovered in the Contract Documents and the written resolution thereof by Engineer is acceptable to Contractor, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

**Article 6. CONTRACT DOCUMENTS**

The Contract Documents that comprise the entire agreement between County and Contractor concerning the Work consist of the following:

- 6.1 This Agreement
- 6.2 Exhibit A- Scope of Work and Contractor's Bid
- 6.3 Exhibit B- Insurance Requirements
- 6.4 Exhibit C- Civil Rights Clauses
- 6.5 Exhibit D- Scrutinized Contractors Certificate
- 6.6 Any other documents necessary to clarify and memorialize the agreement between Contractor and County.

**Article 7. PUBLIC RECORDS**

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.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS WANDA PITTS, AT (850) 963-1925, [wandap@santarosa.fl.gov](mailto:wandap@santarosa.fl.gov), 6945 Caroline Street, Milton, FL 32570.**

Contractor must comply with the public records laws, Florida Statute Chapter 119, Specifically, Contractor must:

- 7.1 Keep and maintain public records required by the County to perform the service.
- 7.2 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.
- 7.3 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 consultant does not transfer the records to the County.

- 7.4 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 consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the consultant keeps and maintains public records upon completion of the contract, 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.

#### **Article 8. AUDIT**

The County and/or its designee shall have the right from time to time at its sole expense 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.

#### **Article 9. TERMINATION FOR CONVENIENCE**

County may at any time and for any reason terminate Contractor's services and work at County's convenience. Upon receipt of such notice, Contractor shall, unless the notice directs otherwise, immediately discontinue the work and placing of orders for materials, facilities and supplies in connection with the performance of this Agreement.

Upon such termination, Contractor shall be entitled to payment only as follows: (1) the actual cost of the work completed in conformity with this Agreement; plus, (2) such other costs actually incurred by Contractor as are permitted by the prime contract and approved by County; (3) plus ten percent (10%) of the cost of the work referred to in subparagraph (1) above for overhead and profit. There shall be deducted from such sums as provided in this subparagraph the amount of any payments made to Contractor prior to the date of the termination of this Agreement. Contractor shall not be entitled to any claim or claim of lien against County for any additional compensation or damages in the event of such termination and payment. Further, County may terminate this contract immediately for failure of contractor to comply with Chapter 119, Florida Statutes.

#### **Article 10. VIOLATIONS OF CHAPTER 119 FLORIDA STATUTES**

The County reserves the right to terminate this agreement immediately for failure of Contractor to adhere to the requirements of Florida Statutes Chapter 119.

#### **Article 11. MISCELLANEOUS.**

11.1 Terms used in this Agreement which are defined in the Bid documents.

11.2 No assignment by a Party of any rights under or interests in the Contract Documents will be binding on another Party without the written consent of the Party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release

or discharge the assignor from any duty or responsibility under the Contract Documents.

- 11.3 County and Contractor each binds itself, its partners, successors, assigns and legal representatives to the other Party, its partners, successors, assigns and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.
- 11.4 Any provisions or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon County and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision
- 11.5 All documents prepared by the Contractor pursuant to this Agreement and related Services to this Agreement are intended and represented for the Ownership of the County only. Any other use by Contractor or other parties shall be approved in writing by the County. If requested, Contractor shall deliver the documents to the County within fifteen (15) calendar days.

#### **Article 12. GOVERNING LAW, VENUE AND WAIVER OF JURY TRIAL.**

This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. All parties agree and accept that jurisdiction of any dispute or controversy arising out of this Agreement, and any action involving the enforcement or interpretation of any rights hereunder shall be brought exclusively in the 1<sup>st</sup> Judicial Circuit in and for Santa Rosa County, Florida, and venue for litigation arising out of this Agreement shall be exclusively in such state courts, forsaking any other jurisdiction which either party may claim by virtue of its residency or other jurisdictional device. In the event it becomes necessary for the County to file a lawsuit to enforce any term or provision under this Agreement, then the County shall be entitled to its costs and attorney's fees at the pretrial, trial and appellate levels. BY ENTERING INTO THIS AGREEMENT, CONTRACTOR AND COUNTY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT. Nothing in this Agreement is intended to serve as a waiver of sovereign immunity, or of any other immunity, defense, or privilege enjoyed by the County pursuant to Section 768.28, Florida Statutes.

#### **Article 13. CIVIL RIGHTS.**

The Contractor agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

#### **ARTICLE 14. COMPLIANCE WITH NONDISCRIMINATION REQUIREMENTS.**

During the performance of this Agreement, the Contractor, for itself, its assignees, and successors in interest, agrees as follows:

- a. Compliance with Regulations: The Contractor will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated and attached hereto as Attachment "B".

b. Nondiscrimination: The Contractor, with regard to the work performed by it during the Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

c. Solicitations for Subcontracts, including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

d. Information and Reports: The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the County or other governmental entity to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the County or the other governmental entity, as appropriate, and will set forth what efforts it has made to obtain the information.

e. Sanctions for Noncompliance: In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the County will impose such contract sanctions as it or another applicable state or federal governmental entity may determine to be appropriate, including, but not limited to:

a. Withholding payments to the Contractor under the Agreement until the Contractor complies; and/or

b. Cancelling, terminating, or suspending the Agreement, in whole or in part.

f. Incorporation of Provisions: The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the County may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the County to enter into any litigation to protect the interests of the County. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

#### **ARTICLE 15. COMPLIANCE WITH LAWS.**

Contractor shall secure any and all permits, licenses and approvals that may be required in order to perform the Services, shall exercise full and complete authority over Contractor's personnel, shall comply with all workers' compensation, employer's liability and all other federal, state, county, and municipal laws, ordinances, rules and regulations required of an employer performing services such as the Services, and shall make all reports and remit all withholdings or other deductions from the compensation paid to

Contractor's personnel as may be required by any federal, state, county, or municipal law, ordinance, rule, or regulation.

**ARTICLE 16. CONFLICT OF INTEREST.**

The Contractor covenants that it presently has no interest and shall not acquire any interest, directly or indirectly which could conflict in any manner or degree with the performance of the Services. The Contractor further covenants that in the performance of this Agreement, no person having any such interest shall knowingly be employed by the Contractor. The Contractor guarantees that he/she has not offered or given to any member of, delegate to the Congress of the United States, any or part of this contract or to any benefit arising therefrom.

**ARTICLE 17. INDEPENDENT CONTRACTOR.**

Contractor enters into this Agreement as, and shall continue to be, an independent contractor. All services shall be performed only by Contractor and Contractor's employees/subcontractors. Under no circumstances shall Contractor or any of Contractor's employees/subcontractors look to the County as his/her employer, or as partner, agent or principal. Neither Contractor, nor any of Contractor's employees/subcontractors, 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 Agreement.

**ARTICLE 18. THIRD PARTY BENEFICIARIES.**

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

**ARTICLE 19. INDEMNIFICATION AND WAIVER OF LIABILITY.**

The Contractor agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless the County, its agents, representatives, officers, directors, officials and employees from and against claims, damages, losses and expenses (including but not limited to attorney's fees, court costs and costs of appellate proceedings) relating to, arising out of or resulting from the Contractor's negligent acts, errors, mistakes or omissions relating to professional Services performed under this Agreement. The Contractor's duty to defend, hold harmless and indemnify the County its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury; sickness; disease; death; or injury to impairment, or destruction of tangible property including loss of use resulting therefrom, caused by any negligent acts, errors, mistakes or omissions related to Services in the performance of this Agreement including any person for whose acts, errors, mistakes or omissions the Contractor may be legally liable. The parties agree that TEN DOLLARS (\$10.00) represents specific consideration to the Contractor for the indemnification set forth herein.

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.



## **ARTICLE 20. TAXES AND ASSESSMENTS.**

Contractor agrees to pay all sales, use, or other taxes, assessments and other similar charges when due now or in the future, required by any local, state or federal law, including but not limited to such taxes and assessments as may from time to time be imposed by the County in accordance with this Agreement. Contractor further agrees that it shall protect, reimburse and indemnify County from and assume all liability for its tax and assessment obligations under the terms of the Agreement.

The County is exempt from payment of Florida state sales and use taxes. The Contractor shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the County, nor is the Contractor authorized to use the County's tax exemption number in securing such materials.

The Contractor shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes, and benefits with respect to this Agreement.

## **ARTICLE 21. PROHIBITION AGAINST CONTRACTING WITH SCRUTINIZED COMPANIES.**

Pursuant to Florida Statutes Section 215.4725, contracting with any entity that is listed on the Scrutinized Companies that Boycott Israel List or that is engaged in the boycott of Israel is prohibited. Contractors must certify that the company is not participating in a boycott of Israel. Any contract for goods or services of One Million Dollars (\$1,000,000) or more shall be terminated at the County's option if it is discovered that the entity submitted false documents of certification, is listed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria after July 1, 2018.

Any contract entered into or renewed after July 1, 2018 shall be terminated at the County's option if the company is listed on the Scrutinized Companies that Boycott Israel List or engaged in the boycott of Israel. Contractors must submit the certification that is attached to this agreement as Attachment "C". Submitting a false certification shall be deemed a material breach of contract. The County shall provide notice, in writing, to the Contractor of the County's determination concerning the false certification. The Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination was in error. If the Contractor does not demonstrate that the County's determination of false certification was made in error, then the County shall have the right to terminate the contract and seek civil remedies pursuant to Florida Statute Section 215.4725.

## **ARTICLE 22. INCONSISTENCIES AND ENTIRE AGREEMENT.**

If there is a conflict or inconsistency between any term, statement, requirement, or provision of any attachment attached hereto, any document or events referred to herein, or any document incorporated into this Agreement, the term, statement, requirement, or provision contained in this Agreement shall prevail and be given superior effect and priority over any conflicting or inconsistent term, statement, requirement or provision contained in any other document or attachment, including but not limited to Attachments listed in Article 6.

## **ARTICLE 23. 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.

**ARTICLE 24. ENTIRE AGREEMENT.**

This Agreement and Exhibits A through D contains the entire agreement of the parties, and may be amended, waived, changed, modified, extended or rescinded only by in writing signed by the party against whom any such amendment, waiver, change, modification, extension and/or rescission is sought.


**ARTICLE 25. REPRESENTATION OF AUTHORITY TO CONTRACTOR/SIGNATORY.**


The individual signing this Agreement on behalf of Contractor represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. The signatory represents and warrants to the County that the execution and delivery of this Agreement and the performance of the Services and obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on the Contractor and enforceable in accordance with its terms.

IN WITNESS WHEREOF, County, and Contractor have signed this Agreement in triplicate. One counterpart each has been delivered to County, Contractor, and Engineer. All portions of the Contract Documents have been signed, initialed or identified by County, and Contractor, or identified by Engineer on their behalf.

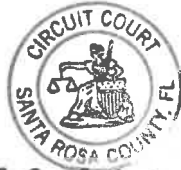
This Agreement will be effective on December 9, 2021 (which is the Effective Date of the Agreement).

**WITNESS:**

  
\_\_\_\_\_  
Signature  
Jonathan Green  
\_\_\_\_\_  
Print Name


BY:   
\_\_\_\_\_  
Blair S. Crooke, President

**ATTEST:**



**SANTA ROSA COUNTY, FLORIDA**

  
\_\_\_\_\_  
Donald C. Spencer, Clerk of Court

BY:   
\_\_\_\_\_  
Robert A. "Bob" Cole, Chairman

# **SANTA ROSA COUNTY, FLORIDA**



## **ITB 22-006 Road Striping**

**October/November 2021**

**OWNER: BOARD OF COUNTY COMMISSIONERS  
SANTA ROSA COUNTY, FLORIDA**

**SAM PARKER  
ROBERT A. "BOB" COLE  
JAMES CALKINS  
DAVE PIECH  
COLTEN WRIGHT**

**-DISTRICT I  
-DISTRICT II  
-DISTRICT III  
-DISTRICT IV  
-DISTRICT V**

**SECTION I.**  
**Invitation to Bid**

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# SANTA ROSA COUNTY PROCUREMENT DEPARTMENT

6495 Caroline Street, Suite L | Milton, Florida 32570 850-983-1870 [procurement@santarosa.fl.gov](mailto:procurement@santarosa.fl.gov)

## MEMORANDUM

*SRC Procurement Form Memo 015\_00\_082719*

TO: Company Addressed DATE: October 29, 2021

FROM: Santa Rosa County Procurement Office

SUBJECT: **ITB 22-006 Road Striping**

Notice is hereby given that the Board of County Commissioners of Santa Rosa County, Florida, will receive sealed bids for road striping services. Services will include painted pavement markings, thermoplastic traffic stripes and markings and raised retro-reflective pavement markings and bituminous adhesive.

It is the intent of the County to enter into a One (1) year contract. All prices are firm for a period of one year. After one year, for each subsequent year, the County may approve the option of renewing the contract at the same or a lesser price for a (1) year period, not to exceed two (2) years, with the agreement of the contractor.

Note: Santa Rosa County reserves the right to award to multiple Contractors.

All bids must be in writing and delivered by hand, overnight courier service, or U.S. Mail to the Santa Rosa County Procurement Department, 6495 Caroline Street, Suite M, Milton, Florida 32570, and must be received by **10:00 A.M. on November 15, 2021**, at which time will be publicly opened. Only bids received by the afore stated time and date will be considered. E-mailed proposal responses will be rejected. All bids shall be sealed and clearly labeled, "ITB 22-006 Road Striping". Please provide the original proposal, labeled "ORIGINAL", and one (1) copy labeled "COPY" along with one (1) electronic file in OCR (readable) PDF format.

Specifications may be secured by download from the Santa Rosa County Website: [www.santarosa.fl.gov/391/Procurement-Office](http://www.santarosa.fl.gov/391/Procurement-Office) "Bid Opportunities". Questions concerning this request should be directed to the Santa Rosa County Procurement Office in writing at [bidinfo@santarosa.fl.gov](mailto:bidinfo@santarosa.fl.gov) prior to **12:00 p.m. on November 8, 2021**.

Santa Rosa County Board of County Commissioners encourages all segments of the business community to participate in its procurement opportunities, including small businesses, minority/women owned businesses, and disadvantaged business enterprises. The Board does not discriminate on the basis of race, color, religion, national origin, disability, sex, or age in the administration of contracts.

The Board of County Commissioners reserves the right to waive irregularities in bids, to reject any or all bids with or without cause, and to award the bid that it determines to be in the best interest of Santa Rosa County.

By order of the Board of County Commissioners of Santa Rosa, Florida

**SECTION II.**  
**STD ITB – BID INSTRUCTIONS, SUBMITTAL**  
**REQUIREMENTS AND GENERAL BID**  
**REQUIREMENTS**

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# **BID INSTRUCTIONS, SUBMITTAL REQUIREMENTS AND GENERAL BID CONDITIONS**

## 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: Santa Rosa County Procurement Office, 6495 Caroline Street, Suite L Milton Fl. 32570. Email; [Bidinfo@santarosa.fl.gov](mailto:Bidinfo@santarosa.fl.gov).

All questions or inquiries must be received no later than the last day for questions stated in the ITB & Legal Notice. 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 the Santa Rosa County website at <https://www.santarosa.fl.gov> keyword; Bids.

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.

## PROPOSED SCHEDULE

Invitation to Bid Published	October 30, 2021
Deadline for Questions	November 8, 2021
Bids Due	November 15, 2021 @ 10:00 a.m.

## PREPARATION OF BID

A Bid form is included in these specifications. The Owner may consider as informal any bid on which there is an alteration of or departure from the Bid Form hereto attached. 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

## **BID INSTRUCTIONS, SUBMITTAL REQUIREMENTS AND GENERAL BID CONDITIONS**

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 blue ink with the names type or printed below the signature. Santa Rosa County does not accept electronic signatures in bid submissions.

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.

The Bid shall be based upon the completion of the Work according to the drawings and specifications, together with all addenda thereto.

Bids must include lump sum pricing. Use Bid Form provided in this document. All proposed fees and costs must be broken down and disclosed in the bid.

### 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 sealed and clearly labeled with the words "**ITB 22-006 Road Striping**", name of bidder and date and time of opening so as to guard against premature opening of any bid 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 email, facsimile, or telephone will NOT be accepted.

Each contractor's submittal shall include all the items listed on the Bidders Submission Checklist, in order, with the Checklist on the top of the submission.

### INTEGRITY OF BID DOCUMENTS

Respondents shall use the original Bid documents provided by the Santa Rosa County Procurement Office and enter information only in the spaces where a response is requested. Respondents may use an attachment 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 wishes to propose must be clearly stated in the respondent's response in the form of an addendum to the original bid documents.



# **BID INSTRUCTIONS, SUBMITTAL REQUIREMENTS AND GENERAL BID CONDITIONS**

## WITHDRAWAL OF SUBMITTALS

Any Respondent may withdraw its Submittal, either personally or by written request, at any time prior to the scheduled time for opening Submittals.

## INTERPRETATION

No oral interpretation will be made to any Bidder as to the meaning of the drawings or specifications. Every interpretation made to a Bidder will be in the form of an Addendum to the specifications. Addenda will be furnished to each Bidder, but it shall be the Bidder's responsibility to make inquiry as to Addenda issued. All such addenda shall become part of the contract and all Bidders shall be bound by such Addenda whether or not received by the Bidders.

## BIDS TO REMAIN SUBJECT TO ACCEPTANCE

All bids will remain subject to acceptance or rejection by Santa Rosa County for sixty (60) calendar days after the day of the bid opening. The County may, in its sole discretion, release any bid and return the bid security prior to the end of this period.

## CONDITIONAL & INCOMPLETE BIDS

Santa Rosa County specifically reserves the right to reject any conditional bid.

## 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.

## 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.

## FAMILIARITY WITH LAWS

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.

# **BID INSTRUCTIONS, SUBMITTAL REQUIREMENTS AND GENERAL BID CONDITIONS**

## EXAMINATION OF DOCUMENTS AND SITE

Before submitting their proposal, the Bidder shall familiarize themselves with the nature and extent of the work and any local conditions that may in any manner affect the work to be done and the equipment, materials, and labor required. Bidder shall also examine all drawings, specifications, addenda and other Contract Documents to be thoroughly informed regarding any and all conditions and requirements that may in any manner affect the work to be performed under the contract.

## RIGHT TO REJECT PROPOSAL

The Owner reserves the right to waive informalities in bids to reject any or all bids with or without cause and accept the bid that in its judgment is in the best interest of the County.

## 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:

Submission of more than one proposal for the same work from an individual, firm or corporation under the same or different name. Evidence that the respondent has a financial interest in the firm of another respondent for the same work.

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.

Uncompleted work which in the judgment of the County might hinder or prevent the prompt completion of additional work if awarded.

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. Default under previous contract.

Listing of the respondent by any Local, State or Federal Government on its barred/suspended vendor list.

## 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.

## REVIEW OF PROCUREMENT DOCUMENTS

Per Florida Statute 119.071 (1) 2, sealed bids, proposals, or replies received by the County pursuant to a competitive solicitation are exempt from public disclosure until such time as

## **BID INSTRUCTIONS, SUBMITTAL REQUIREMENTS AND GENERAL BID CONDITIONS**

the County provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier.

### 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.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (850) 983-1925, [wandap@santarosa.fl.gov](mailto:wandap@santarosa.fl.gov); 6495 CAROLINE STREET, SUITE C, MILTON, FLORIDA 32570.

### 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.

### 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.

### AUDIT

## **BID INSTRUCTIONS, SUBMITTAL REQUIREMENTS AND GENERAL BID CONDITIONS**

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.

### 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.

### 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. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

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

### 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.

### CONE OF SILENCE CLAUSE

The Santa Rosa County Board of County Commissioners has established a solicitation silence policy (Cone of Silence 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 Procurement Office. The period commences from the date of advertisement until award of contract. All communications shall be directed to the Procurement Office.

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

### EVALUATION OF BIDS AND AWARD OF CONTRACT

Santa Rosa County Staff will review all bids and will provide the recommendation to award to the Procurement Office, the County Administrator and the Board of County

## **BID INSTRUCTIONS, SUBMITTAL REQUIREMENTS AND GENERAL BID CONDITIONS**

Commissioners. The County will award the bid to the responsive and responsible vendor(s) with the lowest responsive bid(s). 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. Santa Rosa 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.

Santa Rosa County reserves its right to reject any or all Bids, including without limitation nonconforming, nonresponsive, unbalanced or conditional Bids. The County further reserves the right to reject the Bid of any Bidder whom it finds after reasonable inquiry and evaluation to not be responsible. In evaluating Bidders, the County may consider the qualifications of Bidders and may consider the qualifications and experience of Subcontractors, Suppliers, and other individuals or entities proposed for those portions of the Work for which the identity of Subcontractors, Suppliers, and other individuals or entities must be submitted with the Bid Form.

Santa Rosa 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.

Santa Rosa County 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.

### **FORM OF AGREEMENT**

The Contract form shall be provided by the Procurement Office. The successful contractor shall, within 10 days after receipt of the Notice of Award and the contract forms or documents, sign and deliver to the Procurement Office all required contract documents. The awarded contractor shall also deliver the policies of insurance or insurance certificate as required. All insurance documents shall be approved by Santa Rosa County Procurement Office before the successful contractor may proceed with the work.

Contractor is responsible for submitted along with their response any exceptions it has to the standard terms of contract, within the attached sample contract. Failure to submit exceptions at time of submittal of the response will be considered a waiver by bidder to contest or request exception to the contract provisions. Any exceptions to the standard terms of contract will be taken into consideration as part of the County's review of the response. The County reserves the right to reject bids depending on the substance of the exceptions.

### **BID GUARANTEE**

Each bid shall be submitted on the bid form provided and must be accompanied by a Certified Check or Bid Bond in the amount of five percent (5%) of the Base Bid, and copies of all

## **BID INSTRUCTIONS, SUBMITTAL REQUIREMENTS AND GENERAL BID CONDITIONS**

required licenses. Such Bid Bond or Check is given with the understanding and agreement that it guarantees:

(1) that the bidder will not withdraw his bid for a period of 60 days after the bids have been opened; and, (2) that if his bid is accepted, the Bidder will enter into the written Contract with Santa Rosa County and furnish the required Performance Bond Payment Bond Insurance Certificates, within 10 days after receipt of Notice of Award of his bid. Pursuant to Florida Statutes, Section 255.05, should the contract exceed \$100,000, the Contractor shall be required to execute and record performance and payment bonds. These bonds must state the name and principal business address of both the principal and the surety and a description of the project sufficient to identify it. In the event the bidder fails to comply with any of these conditions and requirements in whole or in part, the full amount of the bond or check shall be automatically forfeited to Santa Rosa County as damages on account of the default of the bidder.

### SYSTEM OF AWARD MANAGEMENT

All respondents must be registered with the Federal System of Award Management (SAM) and be up to date on all registration requirements at the time of submitting a response to this Request for Bids. Failure to do so will result in respondent's submittal being deemed as unresponsive.

### PROCUREMENT OF RECOVERED MATERIALS

All respondents 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.

### DOMESTIC PREFERENCE

Although the County has no local preference, in accordance with 2 C.F.R. 200.322, the County may consider preference for the use of products and materials produced in the United States.

### CONTRACT WITH THE ENEMY

In accordance with 2 C.F.R. 200.215, it is acknowledged that no services under this contract are to be performed outside the United States and its territories nor in support of a contingency operation in which members of the Armed Forces are actively engaged in hostilities.

### MISC. FEDERAL REQUIREMENTS

All respondents should be aware that some federal funds may be utilized in the course of

## **BID INSTRUCTIONS, SUBMITTAL REQUIREMENTS AND GENERAL BID CONDITIONS**

services being performed under this agreement, as such, respondent agrees that it shall adhere to all necessary federal regulations. Further, the respondent acknowledges that the Federal government is not a party to this agreement and is not subject to any obligations or liabilities to the non-federal entity, Respondent, or any other party pertaining any matter resulting from any award. Should a federal awarding agency require adherence to Supplemental Standard Terms and Conditions relevant to any award hereunder, such conditions will be included for review and approval as a condition any amendment or task order.

### 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.

### PROTECTION OF RESIDENT WORKERS

The Santa Rosa 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. Santa Rosa County reserves the right to request documentation showing compliance with the requirements.

Respondents doing construction business with Santa Rosa 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.

**SECTION III.**  
**SANTA ROSA COUNTY DOCUMENTS AND FORMS**

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# BID FORM

## ROAD STRIPING

**Santa Rosa County Procurement Department 6495 Caroline Street, Suite J Milton, Florida 32570**

Dear Sir/Madam:

The undersigned agrees to furnish the service as requested by you for Santa Rosa County in your invitation to bid and certifies that the bid meets or exceeds the specifications called for, except as set out in "Exceptions to Bid Conditions" and attached to this form. The undersigned agrees to furnish materials, equipment and labor, and complete projects in accordance with conditions and specifications as outlined in the scope of services contained herein for thermoplastic and paintend traffic striping and markings, as well as raised retro-reflective pavement markers with bituminous adhesive located in Santa Rosa County.

Name and Address of Bidder:

**10/19/21 BID FORM**

Item #	FDOT Spec # or SRC Category	Item Description	Unit of Measure	Est. Qty.	Unit Price	Extension
<b>Adapted from FDOT Master Unit Cost Items</b>						
1	0701 18101	PROFILED THERMOPLASTIC,STANDARD- ASPHALT SURFACES, WHITE, SOLID,6"	GM	1		
2	0701 18201	PROFILED THERMOPLASTIC,STANDARD- ASPHALT SURFACES, YELLOW, SOLID,6"	GM	1		
3	0701 18221	PROFILED THERMOPLASTIC,STANDARD- ASPHALT SURFACES, YELLOW, SKIP,6"	GM	0.5		
4	702 18221	PROFILED THERMOPLASTIC,STANDARD- ASPHALT SURFACES, WHITE, SKIP,6"	GM	0.5		
5	702 18101	PROFILED THERMOPLASTIC,STANDARD- ASPHALT SURFACES, WHITE, SOLID,6"	LF	1320		
6	702 18201	PROFILED THERMOPLASTIC,STANDARD- ASPHALT SURFACES, YELLOW, SOLID,6"	LF	1320		
7	702 18221	PROFILED THERMOPLASTIC,STANDARD- ASPHALT SURFACES, YELLOW, SKIP,6"	LF	700		
8	703 18221	PROFILED THERMOPLASTIC,STANDARD- ASPHALT SURFACES, WHITE, SKIP,6"	LF	700		
9	0711 15101	PROFILED THERMOPLASTIC STND-OPEN GRADED ASPHALT SURFACES, WHITE, SOLID 6"	GM	1		
10	0711 15201	PROFILED THERMOPLASTIC STND-OPEN GRADED ASPHALT SURFACES, YELLOW, SOLID, 6"	GM	1		
11	0711 15231	PROFILED THERMOPLASTIC STND-OPEN GRADED ASPHALT SURFACES, YELLOW, SKIP, 6"	GM	0.5		
12	0711 15131	PROFILED THERMOPLASTIC STND-OPEN GRADED ASPHALT SURFACES, WHITE, SKIP, 6"	GM	0.5		
13	0711 15101	PROFILED THERMOPLASTIC STND-OPEN GRADED ASPHALT SURFACES, WHITE, SOLID 6"	LF	1320		
14	0711 15201	PROFILED THERMOPLASTIC STND-OPEN GRADED ASPHALT SURFACES, YELLOW, Solid, 6"	LF	1320		
15	0711 15231	PROFILED THERMOPLASTIC STND-OPEN GRADED ASPHALT SURFACES, YELLOW, SKIP, 6"	LF	700		
16	0711 15131	PROFILED THERMOPLASTIC STND-OPEN GRADED ASPHALT SURFACES, WHITE, SKIP, 6"	LF	700		
17	0711 11102	THERMOPLASTIC, STANDARD, WHITE, SOLID, 8" FOR CROSSWALK	LF	200		
18	0711 11124	THERMOPLASTIC, STANDARD, WHITE, SOLID, 18" FOR STOP LINE AND CROSSWALK	LF	200		
19	0711 11125	THERMOPLASTIC, STANDARD, WHITE, SOLID, 24" FOR STOP LINE AND CROSSWALK	LF	200		
20	E711 11121	THERMOPLASTIC, STANDARD, WHITE, SOLID, 6"	LF	5280		

21	E711 11141	THERMOPLASTIC, STANDARD, WHITE, SKIP, 6"	LF	700	
22	E711 11221	THERMOPLASTIC, STANDARD, YELLOW, SOLID, 6"	LF	5280	
23	E711 11241	THERMOPLASTIC, STANDARD, YELLOW, SKIP, 6"	LF	700	
24	0711 14123	THERMOPLASTIC, PREFORMED, WHITE, SOLID, 12" CROSSWALK	LF	200	
25	0711	THERMOPLASTIC, PREFORMED, WHITE, SOLID, 18" STOP LINE AND CROSSWALK	LF	200	
26	0711 14125	THERMOPLASTIC, PREFORMED, WHITE, SOLID, 24" STOP LINE AND CROSSWALK	LF	200	
27	0711 11160	THERMOPLASTIC, STANDARD, WHITE, MESSAGE OR SYMBOL (STOP)	EA	15	
28	0711 11160	THERMOPLASTIC, STANDARD, WHITE, MESSAGE OR SYMBOL (SCHOOL)	EA	4	
29	0711 11160	THERMOPLASTIC, STANDARD, WHITE, MESSAGE OR SYMBOL (SCHOOL CROSSING)	EA	4	
30	0711 11160	THERMOPLASTIC, STANDARD, WHITE, MESSAGE OR SYMBOL (PED X-ING)	EA	4	
31	0711 11160	THERMOPLASTIC, STANDARD, WHITE, MESSAGE OR SYMBOL (ONLY)	EA	15	
32	0711 14191	THERMOPLASTIC, PREFORMED, 6" WHITE, RAILROAD DYNAMIC ENVELOPE	LF	200	
33	0711 11170	THERMOPLASTIC, STANDARD, WHITE, ARROW	EA	6	
34	0711 11180	THERMOPLASTIC, STANDARD, WHITE, YIELD LINE	LF	100	
35	0711 11224	THERMOPLASTIC, STANDARD, YELLOW, SOLID, 18" FOR DIAGONAL OR CHEVRON	LF	500	
36	0710 11101	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, SOLID, 6"	GM	1	
37	0710 11201	PAINTED PAVEMENT MARKINGS, STANDARD, YELLOW, SOLID, 6"	GM	1	
38	0710 11131	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, SKIP, 10-30 OR 3-9 SKIP, 6" WIDE	GM	0.5	
39	0710 11231	PAINTED PAVEMENT MARKINGS, STANDARD, YELLOW, SKIP, 6"	GM	0.5	
40	0710 11125	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, SOLID FOR STOP LINE OR CROSSWALK, 24"	LF	200	
41	0706 1 3	RAISED PAVEMENT MARKER, TYPE B	EA	100	
42	0711 17 1	THERMOPLASTIC & PAINT, REMOVE EXISTING THERMOPLASTIC PAVEMENT MARKINGS- SURFACE TO REMAIN (HYDRO-BLASTING)	SF	2640	
43	0711 17 1	THERMOPLASTIC & PAINT, REMOVE EXISTING THERMOPLASTIC PAVEMENT MARKINGS- SURFACE TO REMAIN (SAND-BLASTING)	SF	2640	
44	0711 17 1	THERMOPLASTIC & PAINT, REMOVE EXISTING THERMOPLASTIC PAVEMENT MARKINGS- SURFACE TO REMAIN (GRINDING OR OTHER)	SF	2640	
					TOTAL

Reference: Current FDOT Design & Construction Standards in Effect at the Time of Bid  
Estimated quantities are not guaranties and are included only as a guide for bidding.

Additional rate and unit cost information may be provided on a separate sheet titled, "Additional Rate and Unit Cost Information" and submitted with the bid.  
Additional rate and unit cost information provided will not be used to select the lowest bidder and should not be included in the total bids on the bid form.

**COMPANY REPRESENTATIVE SIGNATURE:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**NOTE:** Please return this bid form to the above address. **NO OTHER BID FORM WILL BE ACCEPTED.**



# SANTA ROSA COUNTY PROCUREMENT DEPARTMENT

6495 Caroline Street, Suite L | Milton, Florida 32570 850-983-1870 procurement@santarosa.fl.gov

## CONE OF SILENCE FORM

*SRC Procurement Form COS 013\_01\_091619*

The Board of County Commissioners have established a solicitation silence policy (Cone of Silence) that prohibits oral and written communication regarding all formal solicitations for goods and services (ITB, RFP, ITQ, ITN, and RFQ) or other competitive solicitation between the bidder (or its agents or representatives) or other entity with the potential for a financial interest in the award (or their respective agents or representatives) regarding such competitive solicitation, and any County Commissioner or County employee, selection committee member or other persons authorized to act on behalf of the Board including the County's Architect, Engineer or their sub-consultants, or anyone designated to provide a recommendation to award a particular contract, other than the Procurement Department Staff.

The period commences from the time of advertisement until contract award.

Any information thought to affect the committee or staff recommendation submitted after bids are due, should be directed to the Procurement Officer or an appointed representative. It shall be the Procurement Officers 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.

I, \_\_\_\_\_ representing \_\_\_\_\_  
(Print) (Company)

On this \_\_\_\_\_ day of \_\_\_\_\_ 2020 hereby agree to abide by the County's "Cone of Silence" clause and understand violation of this policy shall result in disqualification of my proposal/submittal.

\_\_\_\_\_  
(Signature)

**Santa Rosa County**  
**Insurance Requirements**  
**March 2021**

**Workers' Compensation** – meet statutory limits in compliance with the Workers Compensation Laws of Florida. This policy must include Employer Liability with a limit of \$100,000 for each accident, \$500,000 disease policy limit and \$100,000 disease each employee limit.

**Commercial General Liability** – coverage shall provide minimum limits of liability of \$1,000,000 per occurrence, \$2,000,000 Aggregate, for bodily injury and property damage. This shall include coverage for:

- a. Premises/operations
- b. Products/complete operations
- c. Contractual liability
- d. Independent contractors

**Business Auto Liability** – coverage shall provide minimum limits \$500,000. Combined Single Limit for bodily injury and property damage. If Split limit coverage is provided Limits of 500,000 per person/500,000 per accident and 500,000 for property damage are required.

This shall include coverage for:

- a. Owned autos
- b. Hired autos
- c. Non-owned autos

Special Requirements:

- 1) Prior to execution of a contract or agreement, certificates of insurance will be produced that shall provide for the following:
  - a. Santa Rosa County shall be named as an additional insured on all coverages except workers' compensation.

b. Santa Rosa County will be given thirty (30) days' notice prior to cancellation or modification of any stipulated insurance.

2) It is the responsibility of the contractor to ensure that all subcontractors comply with all insurance requirements.

***3) It should be noted that these are minimum requirements which are subject to modification in response to specialized or high hazard operations.***

In the event of unusual circumstances, the County Administrator, or his designee, may adjust these insurance requirements.

## Insurance Checklist

“If coverage requirements on the checklist are also checked and if those limits of the specific coverage are higher, then those limits must be purchased and proof of coverage on COI provided”.

Proposal/Project Reference: **ITB 22-006 Road Striping**

Required Coverage (Marked by “X”)	Minimum Limits
1. <input type="checkbox"/> Workers Compensation Proprietor/Executive Officers Exclusion not allowed	\$100,000. Employers Liab. \$100,000. Accident –Disease \$500,000. Disease policy Limit
2. <input type="checkbox"/> Commercial General Liability Including Premises operations-Products completed ops Contractual Liability and Personal and advertising Liability	\$1,000,000. CSL \$2,000,000. Annual Aggregate
3. <input checked="" type="checkbox"/> Automobile Liability – including Hired and Non-Owned	\$1,000,000. CSL
4. <input type="checkbox"/> Professional Liability coverage	\$1,000,000. Per Occurrence
5. <input type="checkbox"/> Asbestos Removal Liability	\$2,000,000. Per Occurrence
6. <input type="checkbox"/> Medical Malpractice	\$1,000,000 Per Occurrence
7. <input type="checkbox"/> Garage Liability	\$1,000,000. BI/PD- Occurrence
8. <input type="checkbox"/> Garage Keepers Liability	\$500,000. Comprehensive \$500,000. Collision
9. <input type="checkbox"/> Inland Marine- Bailee’s Insurance	\$_____
10. <input type="checkbox"/> Moving and Rigging Floater	Endorsement to CGL
11. <input type="checkbox"/> Crime/Dishonesty Bond	\$_____
12. <input type="checkbox"/> Builders Risk/Installation Floater – Provide coverage in Full amount of Contract.	
13. <input type="checkbox"/> Owner’s Protective Liability	\$_____
14. <input type="checkbox"/> Excess/Umbrella Liability	\$_____

#### General Requirements

- A. Carrier rating shall be A.M. Best rating of B++V or Better.
- B. Notice of Cancellation or Non-renewal or material change in coverage shall be provided to Santa Rosa County at least 30 days prior to action.
- C. Santa Rosa County shall be named as Additional Insured on all policies except Workers' Compensation.

Approved by the BOCC March 23, 2021

**SECTION IV.**  
**PROJECT MANUAL, SPECIFICATIONS, PLANS AND**  
**SUPPORTING DOCUMENTATION**

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**NOTICE TO BIDDERS  
ROAD STRIPING**

Notice is hereby given that the Board of County Commissioners of Santa Rosa County, Florida, will receive sealed bids for road striping services. Services will include painted pavement markings, thermoplastic traffic stripes and markings and raised retro-reflective pavement markings and bituminous adhesive.

It is the intent of the County to enter into a One (1) year contract. All prices are firm for a period of one year. After one year, for each subsequent year, the County may approve the option of renewing the contract at the same or a lesser price for a (1) year period, not to exceed two (2) years, with the agreement of the contractor.

Note: Santa Rosa County reserves the right to award to multiple Contractors.

## **ROAD STRIPING**

### **SCOPE:**

The work to be performed under this BID shall consist of furnishing all materials, equipment, tools, labor, supervision, and insurance necessary to perform repairs, maintenance, installation, of painted pavement markings, thermoplastic traffic stripes and markings and raised retro-reflective pavement markings and bituminous adhesive on designated State Highways and County roads that are under Santa Rosa County's responsibility.

All work performed by the successful bidder will be in accordance with the Florida Department of Transportation Standard Specifications for Road and Bridge Construction as deemed applicable by the Public Works Director or his designee. Work completed shall also be in accordance with the current practices, standards, and specifications as outlined in the current Manual on Uniform Traffic Control Devices for Streets and Highways.

### **1.0 NOTIFICATIONS:**

The Contractor will be ready and available to move in and start work on a job within 48 hours after being notified by telephone, fax, or email from the Public Works Director (or their designee) and agrees to remain on said project until the job is completed, based on not less than eight (8) hour working days. No work will be done on holidays, Saturdays, Sundays or overnight, unless determined to be an emergency by the Board of County Commissioners or as directed by the Public Works Department. Failure to cooperate and comply with these stipulations will cause an unnecessary delay in the Santa Rosa County Road building program and will be treated as a "Breach of Contract" if not strictly adhered to. To expedite the road program, absolute cooperation and performance from the Contractor will be expected.

### **2.0 FAMILIARITY WITH LAWS:**

It is the Bidder's responsibility to be familiar with all Federal, State, and local laws, ordinances, rules, and regulations that in any manner affect the work. Ignorance thereof the part of the Bidder will in no way relieve him from responsibility.

### **3.0 BILLING/INVOICE PROCEDURE:**

Billing for all services shall contain the following information:

- Date and time of project start.
- Date and time of project completion.
- Project street name.
- Invoice number and invoice date.
- Type of pavement markings used.
- Unit cost of product used.
- Total cost of product used.
- Number of regular hours, emergency hours.
- SRC task numbers.
- Detailed summary sheet of all work performed shall appear on the billing invoice or provided separately and referenced to the SRC task number.

Invoices are due for submission by the 15<sup>th</sup> day of each month. Invoices should be sent to:

Santa Rosa County Public Works Department  
6075 Old Bagdad Highway  
Milton, FL 32583

**4.0 CONTRACT RENEWAL:**

Contract renewal requests or termination notice will be provided in writing by the vendor, to the Public Works Director or their designee, not less than 60 days prior to contract anniversary date, the request must clearly state the renewal will be at the same or lessor price with no other modifications.

Upon renewal, the County may in its sole discretion, make an equitable adjustment in the Contract terms and/or pricing if pricing or availability of supply is affected by extreme and unforeseen volatility in the marketplace, that is, by circumstances that satisfy all the following criteria: (1) the volatility is due to causes wholly beyond the Vendor's control, (2) the volatility affects the marketplace or industry, not just the particular Contract source of supply, (3) the effect on pricing or availability of supply is substantial, and (4) the volatility so affects the Vendor that continued performance of the Contract would result in a substantial loss. The Vendor shall provide thirty (30) days written notice to the County and written approval from the County is required. Documentation of cost adjustments shall be provided by the Vendor to the County and may include but not be limited to published pricing and cost indexes.

**5.0 FORM OF AGREEMENT:**

The Contract form shall be provided by the County Attorney.

**6.0 PERFORMANCE AND PAYMENT BONDS:**

The Board reserves the right to require the successful bidder to post a Performance and Payment Bond if it is determined that one is in the best interest of the County. Should said bond be required, the successful bidder will have ten (10) days after notification in writing to post same.

Pursuant to Florida Statutes, Section 255.05, should the contract exceed \$100,000.00 the Contractor shall be required to execute and record performance and payment bonds. These bonds must state the name and principal business address of both the principal and the surety and a description of the project sufficient to identify it. In the event the bidder fails to comply with any of these conditions and requirements in whole or in part, the full amount of the bond or check shall be automatically forfeited to Santa Rosa County as damages on account of the default of the bidder.

**7.0 COMMENCEMENT AND COMPLETION OF WORK:**

Contractor shall be prepared to begin work within 7 days of receiving notification of bid award. Work commencement dates, work completion dates, and project schedules will be clearly stated in each corresponding Task Order. The Contractor shall complete the work within the performance period specified in the Task Order. Any and all extensions of time must be approved by the Public

Works Director or their designee and the Contractor. The Contractor agrees that time is of the essence for all projects in this Agreement. For Pavement Marking and other highly weather dependent work, task order start dates are for planning and scheduling purposes. As it relates to liquidated damages, the work **shall not be deemed to commence**, until the contractor has mobilized to the site.

Substantial Completion is defined as the time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of the Public Works Director or their designee, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Task Order and can be utilized for the purposes for which it is intended. The terms “substantially complete” and “substantially completed” as applied to all or part of the Work refer to Substantial Completion thereof.

If the Contractor fails to prosecute the work with such diligence as will ensure the completion of each portion of the work within the time provided in the project Task Order and after mobilization to the site, plus any extensions approved by both parties, the Contractor shall continue the work in which event the actual damages for the delay will be impossible to determine. In lieu thereof, liquidated damages will be Task Order specific and may be assessed for each day required to complete the work past the Substantial Completion deadline.

The Contractor shall not be liable for any excess costs, if the failure to perform the Contract arises out of causes beyond the control and without the fault of negligence of the Contractor. Such causes may include, but are not restricted to, acts of God or of the public enemy, acts of the government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather, but in every case the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a Subcontractor, and if such default arises out of causes beyond the control of both the Contractor and the Subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any excess costs for failure to perform, unless the supplies or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery schedule. Unless weather delays are specifically allowed in this Agreement, they are not cause for excusable delays.

#### **8.0 LIQUIDATED DAMAGES:**

County and Contractor recognize that, since time is of the essence for this Agreement, County will suffer financial loss if the Contractor fails to perform in accordance with the Scope of Work and Task Orders. The start and end date of any task order will be negotiated and agreed upon by the County and the Contractor. The contractor agrees that time is of the essence and that individual task orders may be subject to liquidated damages for failing to complete a task by the end date, in the amounts of \$250 for individual task orders under \$50,000, \$500 for task orders from \$50,000 up to \$99,999, or \$1000 for all task orders of \$100,000 and over.

Contractor hereby expressly waives and relinquishes any right which it may have to seek to characterize the above noted liquidated damages as a penalty, which the parties agree represents a fair and reasonable estimate of the County's actual damages at the time of contracting if

Contractor fails to perform in accordance with the Scope of Work and Task Order.

If Contractor fails to perform in accordance with the Scope of Work and Task Order, the County also reserves the right to order the Contractor to suspend performance and procure another Contractor to complete all or a portion of the work. All direct, indirect, and consequential costs incurred by the County for completion of said work shall be charged against the Contractor.

The foregoing remedies shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy in the event of the Contractor's material default of the Agreement

### **9.0 TRAFFIC CONTROL:**

Provide a minimum of two (2) flag men for all roads that are being worked on, also provide all construction signs to meet FDOT requirement or any requirements set forth by Santa Rosa County Public Works Department. Contractor shall have personnel on project site that meet the current FDOT requirements for certification in Temporary Traffic Control or Maintenance of Traffic to set up traffic control.

### **10.0 APPLICATION OF PAVEMENT MARKINGS**

Temporary markings are to be applied before traffic is resumed after paving. With the exception of short-term raised rumble strips, wait at least 14 days after constructing the final asphalt surface course to place thermoplastic pavement markings. Installation of thermoplastic on concrete requires a clean, dry surface. Follow the manufacturer's recommendations for surface preparation for thermoplastic on concrete.

Paint or Blackout material to hide existing markings can only be used in a temporary application and must be approved by the Public Works Director or their designee.

### **11.0 REMOVAL OF PAVEMENT MARKINGS**

Removal of pavement markings shall be per sections 710-70 Removal of Existing Painted Pavement Markings and 711-70 Removal of Existing Thermoplastic Pavement Markings.

Remove existing thermoplastic pavement markings using a method approved by the Engineer such that pavement surface scars or traces of the removed thermoplastic pavement markings will not conflict with new pavement markings.

Price and payment will be full compensation for all work specified and will include the removal of thermoplastic pavement markings, furnishing all tools, machines, equipment, and incidentals necessary to complete the work.

Payment will be made under the items specified in the Bid Price Proposal.

### **12.0 THERMOPLASTIC PAVEMENT MARKINGS**

Thermoplastic striping and marking work shall conform with the requirements of the most current edition (including all applicable revisions) of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction as deemed applicable by the Public

Works Director or his designee. Broken (skip) stripes shall consist of a succession of solid yellow or white strips, 6 inches wide, 10 feet in length, separated by unpainted spaces 30 feet in length

Price and payment will be full compensation for all work specified and will include the installation of thermoplastic pavement markings, furnishing all tools, machines, equipment, and incidentals necessary to complete the work.

Payment will be made under the items specified in the Bid Price Proposal.

### **13.0 PAINTED PAVEMENT MARKINGS**

Painted striping and marking work shall conform to the requirements of the most current edition (including all applicable revisions) of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction as deemed applicable by the Public Works Director or his designee. Broken (skip) stripes shall consist of a succession of solid yellow or white strips, 6 inches wide, 10 feet in length, separated by unpainted spaces 30 feet in length.

Price and payment will be full compensation for all work specified and will include the installation of painted pavement markings, furnishing all tools, machines, equipment, and incidentals necessary to complete the work.

Payment will be made under the items specified in the Bid Price Proposal.

### **14.0 RAISED RETRO REFLECTIVE PAVEMENT MARKERS**

Raised Retro-Reflective pavement markers and Bituminous Adhesive work shall conform with the requirements of section 706 of the most current edition (including all applicable revisions) of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction as deemed applicable by the Public Works Director or his designee. Raised Retro-Reflective pavement markers shall be spaced by road type and condition, or as specified by the public works Director or his designee.

Price and payment will be full compensation for all work specified and will include the installation of raised retro reflective pavement markers and bituminous adhesive, furnishing all tools, machines, equipment, and incidentals necessary to complete the work.

Payment will be made under the items specified in the Bid Price Proposal.

### **15.0 TASK ORDERS**

All work shall be requested and completed through the use of a task order. The following procedure shall be used to create and negotiate task orders:

1. Santa Rosa County requests services via email, phone, fax, or in person.
2. Santa Rosa County staff completes a task order form including the scope, task duration, start and end dates, contract number, account number, location, project description, any

special conditions, and any other relevant information and transmits to Contractor for review and signing.

3. Contractor reviews the task order to confirm they agree with the task specifics and sends back a signed task order or requests additional information needed before signing.
4. Santa Rosa County Public Works Director or their designee signs the task order and provides a fully signed copy back to contractor.
5. Contractor completes work in accordance with the task order and provides invoice for payment once work has been certified complete by Santa Rosa County Public Works Staff.
6. Mobilization shall be a set fee based on the greater of \$1000.00 or 5% of the total task order cost. Mobilization is negotiable per task order up to, but not exceeding, %15 of the total task order cost.

Payment will not be made for work completed without a signed task order.

# **SAMPLE TASK ORDER**

## **Santa Rosa County FY21 Asphalt Services Task Order [CONTRACTOR NAME]**

**Contract Task Order No.:** 01  
**Project ID#**

**SRC Contract No.:**  
**Acct. #**  
**Acct. Name**

**Attention Contractor:**

*You are hereby directed to promptly execute this Task Order in accordance with the terms and conditions of our standing Contract for indefinite delivery of services. Provided below is a scope of work and an itemized cost schedule based on the level of effort and the unit costs reflected in our Contract. Time is of the essence; this Task Order shall be subject to liquidated damages as called out in the Special Conditions of this Task Order.*

**Project Name:**

**Public Works Approval**      Date: \_\_\_\_\_      By:  
\_\_\_\_\_

**Contractor Approval**      Date: \_\_\_\_\_      By:  
\_\_\_\_\_

---

**Construction Cost:** NTE \$

**Construction Schedule:** \_\_\_ Calendar Days      **Begin Date:** \_\_\_\_\_ **End Date:** \_\_\_\_\_

**Project Location:**

**Project Description:**

**Scope of Work:**

**\*Special Conditions:**

- No modification of time or cost of this Task Order shall be made without an executed Change Order approved by both the County and Contractor.
- Perform all work per FDOT and/or County specifications, unless otherwise noted.
- Contractor shall avoid any disturbance to existing vegetation and landscaping within the area that is not part of the scope of work. Contractor shall be responsible for any damage to existing trees, landscaping, pathways, curb, utilities, and pavement and must restore all affected areas to its pre-project condition or better at no additional cost to the County.



**Contractor should take pre-project condition photos of work areas before starting work and post-project photos to document any existing damage and conditions.**

- Time is of the essence; this project shall be subject to liquidated damages of \$###.## per day for each day not substantially completed by the end date shown above.
- Contractor shall notify the County at least 48 hours before beginning work.
- Quantities shown are for quotation purposes only. Payment will be for actual field quantities as verified by measurement, time sheets, and truck tickets provided by the Contractor.

**Attachments:**

**Utility locates needed:** Yes/No

**Traffic Control needed:** Yes/No

**Emergency:** Yes/No

Line #	Item #	Spec.	Bid Item Description	Qty	Unit	Unit Cost	Total
<b>Subtotal</b>							<b>\$0.00</b>
<b>TOTAL</b>							<b>\$0.00</b>

*\*County to be notified in writing via change order if this fee needs to be exceeded to complete the Task Order*

**Project Manager's requirements and notes:**

Project Folder:

END SECTION



# SANTA ROSA COUNTY PROCUREMENT DEPARTMENT

Original

6495 Caroline Street, Suite L | Milton, Florida 32570 850-983-1870 procurement@santarosa.fl.gov

## BID SUBMISSION CHECKLIST

### ITB 22-006 Road Striping

Contractor: Gulf Coast Traffic Engineers, Inc

- Sealed Bid Package with Bid Name and Number, Firm name and Address with Contact information clearly marked on the outside of envelope/box.
- 1 Original Bid Package and 1 Copy with 1 Electronic Copy in .pdf on a CD or USB Drive
- Bid Submittal Checklist attached to top of Original Bid Package
- Bid Bond
- Bid Form and Unit Pricing
- Cone of Silence
- Sworn Statement Public Entity Crimes
- Debarment Form
- References Form
- Conflict of Interest Form
- Copy of current Required Insurance declaration page with Santa Rosa County named interest, or, Letter of Insurability from Carrier stating that the levels of coverage will be obtained.
- Addendum (s) if any
- Proof of current Federal System of Award Management (SAM) registration
- Proof of Registration with State of Florida Division of Corporations (Sunbiz.org)

All required documentation submitted must be updated with most current and complete information from date of bid opening) including notarizations where required. Failure to submit all required forms may result in your submittal being deemed non-responsive. **ATTACH THIS PAGE TO THE TOP OF YOUR BID SUBMISSION**

Firm: Gulf Coast Traffic Engineers, Inc

By: Blair S. Crooke

Signature: <sup>(Print)</sup> Blair S. Crooke

Title: President

Date: 11/15/21



# SANTA ROSA COUNTY PROCUREMENT DEPARTMENT

6495 Caroline Street, Suite L | Milton, Florida 32570 850-983-1870 [procurement@santarosa.fl.gov](mailto:procurement@santarosa.fl.gov)

## BID FORM

(May be copied by the Bidder on his own letterhead)

TO: Santa Rosa County Procurement Department  
Attention Procurement Officer  
6495 Caroline Street, Suite L  
Milton, Florida 32570

REFERENCE: **ITB 22-006 Road Striping**

To whom it may concern,

I, **BLAIR CROOKE** have received and reviewed the Bidding Documents and Specifications (Project Manual) entitled **ITB 22-006 Road Striping**, prepared by Santa Rosa County Public Works.

I have also received Addenda Numbers N/A and have included their provisions in my Bid.

In submitting the Bid, I agree:

1. To hold my bid in full force and effect for a period of sixty (60) calendar days after the time of the opening of this Bid.
2. To accept the provisions of the Instructions to Bidders regarding disposition of Bid Guarantee.
3. To enter into and execute a Contract within 10 (ten) calendar days after said Contract is delivered to me, if awarded on the basis of this Bid.
4. To accomplish the work in accordance with the Contract Documents.
5. To pay as liquidated damages as called for in the Project Manual and Contract Agreement.



# SANTA ROSA COUNTY PROCUREMENT DEPARTMENT

6495 Caroline Street, Suite L | Milton, Florida 32570 850-983-1870 procurement@santarosa.fl.gov

I will construct this project for the lump sum price of:

TOTAL BID Sixty-two thousand four hundred twenty-eight dollars. \$ 62,428.00

*This is a lump sum project. The purpose for providing a bid tabulation format is to provide unit prices in case of change order. There is no implied statement by the engineer or Santa Rosa County as to the accuracy of the stated quantities within the bid tab or that the bid tab is all inclusive of the work items within the plans. It is the contractor's responsibility to carefully review the plans, specifications, and project to determine what is needed to do the whole job, including any fees such as permit fees, license fee, impact fee, inspection fee and any other fees as determined by the County and to reflect this in his LUMP SUM BID. This basis of award will be the total base bid for the project.*

FIRM: GULF COAST TRAFFIC ENGINEERS, INC

BY (print): BLAIR S. CROOKE

SIGNATURE: *Blair S. Crooke*

TITLE: PRESIDENT

DATE: 11/15/2021

MAILING ADDRESS GULF COAST TRAFFIC ENGINEERS, INC  
8203 KIPLING ST  
PENSACOLA, FL 32514

PHONE (850) 478-7066 FAX ( )

EMAIL BLAIR@GCTEINC.COM

# BID FORM

## ROAD STRIPING

**Santa Rosa County Procurement Department 6495 Caroline Street, Suite J Milton, Florida 32570**

Dear Sir/Madam:

The undersigned agrees to furnish the service as requested by you for Santa Rosa County in your invitation to bid and certifies that the bid meets or exceeds the specifications called for, except as set out in "Exceptions to Bid Conditions" and attached to this form. The undersigned agrees to furnish materials, equipment and labor, and complete projects in accordance with conditions and specifications as outlined in the scope of services contained herein for thermoplastic and painted traffic striping and markings, as well as raised retro-reflective pavement markers with bituminous adhesive located in Santa Rosa County.

Name and Address of Bidder:

**10/19/21 BID FORM**

Item #	FDOT Spec # or SRC Category	Item Description	Unit of Measure	Est. Qty.	Unit Price	Extension
<b>Adapted from FDOT Master Unit Cost Items</b>						
1	0701 18101	PROFILED THERMOPLASTIC,STANDARD- ASPHALT SURFACES, WHITE, SOLID,6"	GM	1	\$4,600.00	\$4,600.00
2	0701 18201	PROFILED THERMOPLASTIC,STANDARD- ASPHALT SURFACES, YELLOW, SOLID,6"	GM	1	\$4,600.00	\$4,600.00
3	0701 18221	PROFILED THERMOPLASTIC,STANDARD- ASPHALT SURFACES, YELLOW, SKIP,6"	GM	0.5	\$2,000.00	\$1,000.00
4	702 18221	PROFILED THERMOPLASTIC,STANDARD- ASPHALT SURFACES, WHITE, SKIP,6"	GM	0.5	\$2,000.00	\$1,000.00
5	702 18101	PROFILED THERMOPLASTIC,STANDARD- ASPHALT SURFACES, WHITE, SOLID,6"	LF	1320	\$0.90	\$1,188.00
6	702 18201	PROFILED THERMOPLASTIC,STANDARD- ASPHALT SURFACES, YELLOW, SOLID,6"	LF	1320	\$0.90	\$1,188.00
7	702 18221	PROFILED THERMOPLASTIC,STANDARD- ASPHALT SURFACES, YELLOW, SKIP,6"	LF	700	\$0.35	\$245.00
8	703 18221	PROFILED THERMOPLASTIC,STANDARD- ASPHALT SURFACES, WHITE, SKIP,6"	LF	700	\$0.35	\$245.00
9	0711 15101	PROFILED THERMOPLASTIC STND-OPEN GRADED ASPHALT SURFACES, WHITE, SOLID 6"	GM	1	\$4,600.00	\$4,600.00
10	0711 15201	PROFILED THERMOPLASTIC STND-OPEN GRADED ASPHALT SURFACES, YELLOW, SOLID, 6"	GM	1	\$4,600.00	\$4,600.00
11	0711 15231	PROFILED THERMOPLASTIC STND-OPEN GRADED ASPHALT SURFACES, YELLOW, SKIP, 6"	GM	0.5	\$2,000.00	\$1,000.00
12	0711 15131	PROFILED THERMOPLASTIC STND-OPEN GRADED ASPHALT SURFACES, WHITE, SKIP, 6"	GM	0.5	\$2,000.00	\$1,000.00
13	0711 15101	PROFILED THERMOPLASTIC STND-OPEN GRADED ASPHALT SURFACES, WHITE, SOLID 6"	LF	1320	\$0.90	\$1,188.00
14	0711 15201	PROFILED THERMOPLASTIC STND-OPEN GRADED ASPHALT SURFACES, YELLOW, Solid, 6"	LF	1320	\$0.90	\$1,188.00
15	0711 15231	PROFILED THERMOPLASTIC STND-OPEN GRADED ASPHALT SURFACES, YELLOW, SKIP, 6"	LF	700	\$0.35	\$245.00
16	0711 15131	PROFILED THERMOPLASTIC STND-OPEN GRADED ASPHALT SURFACES, WHITE, SKIP, 6"	LF	700	\$0.35	\$245.00
17	0711 11102	THERMOPLASTIC, STANDARD, WHITE, SOLID, 8" FOR CROSSWALK	LF	200	\$1.25	\$250.00
18	0711 11124	THERMOPLASTIC, STANDARD, WHITE, SOLID, 18" FOR STOP LINE AND CROSSWALK	LF	200	\$2.00	\$400.00
19	0711 11125	THERMOPLASTIC, STANDARD, WHITE, SOLID, 24" FOR STOP LINE AND CROSSWALK	LF	200	\$8.00	\$1,600.00
20	E711 11121	THERMOPLASTIC, STANDARD, WHITE, SOLID, 6"	LF	5280	\$0.80	\$4,224.00

21	E711 11141	THERMOPLASTIC, STANDARD, WHITE, SKIP, 6"	LF	700	\$0.35	\$245.00
22	E711 11221	THERMOPLASTIC, STANDARD, YELLOW, SOLID, 6"	LF	5280	\$0.80	\$4,224.00
23	E711 11241	THERMOPLASTIC, STANDARD, YELLOW, SKIP, 6"	LF	700	\$0.60	\$420.00
24	0711 14123	THERMOPLASTIC, PREFORMED, WHITE, SOLID, 12" CROSSWALK	LF	200	\$2.75	\$550.00
25	0711	THERMOPLASTIC, PREFORMED, WHITE, SOLID, 18" STOP LINE AND CROSSWALK	LF	200	\$3.00	\$600.00
26	0711 14125	THERMOPLASTIC, PREFORMED, WHITE, SOLID, 24" STOP LINE AND CROSSWALK	LF	200	\$6.50	\$1,300.00
27	0711 11160	THERMOPLASTIC, STANDARD, WHITE, MESSAGE OR SYMBOL (STOP)	EA	15	\$90.00	\$1,350.00
28	0711 11160	THERMOPLASTIC, STANDARD, WHITE, MESSAGE OR SYMBOL (SCHOOL)	EA	4	\$125.00	\$500.00
29	0711 11160	THERMOPLASTIC, STANDARD, WHITE, MESSAGE OR SYMBOL (SCHOOL CROSSING)	EA	4	\$70.00	\$280.00
30	0711 11160	THERMOPLASTIC, STANDARD, WHITE, MESSAGE OR SYMBOL (PED X-ING)	EA	4	\$70.00	\$280.00
31	0711 11160	THERMOPLASTIC, STANDARD, WHITE, MESSAGE OR SYMBOL (ONLY)	EA	15	\$75.00	\$1,125.00
32	0711 14191	THERMOPLASTIC, PREFORMED, 6" WHITE, RAILROAD DYNAMIC ENVELOPE	LF	200	\$6.00	\$1,200.00
33	0711 11170	THERMOPLASTIC, STANDARD, WHITE, ARROW	EA	6	\$50.00	\$300.00
34	0711 11180	THERMOPLASTIC, STANDARD, WHITE, YIELD LINE	LF	100	\$5.00	\$500.00
35	0711 11224	THERMOPLASTIC, STANDARD, YELLOW, SOLID, 18" FOR DIAGONAL OR CHEVRON	LF	500	\$4.00	\$2,000.00
36	0710 11101	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, SOLID, 6"	GM	1	\$1,000.00	\$1,000.00
37	0710 11201	PAINTED PAVEMENT MARKINGS, STANDARD, YELLOW, SOLID, 6"	GM	1	\$1,000.00	\$1,000.00
38	0710 11131	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, SKIP, 10-30 OR 3-9 SKIP, 6" WIDE	GM	0.5	\$1,000.00	\$500.00
39	0710 11231	PAINTED PAVEMENT MARKINGS, STANDARD, YELLOW, SKIP, 6"	GM	0.5	\$1,000.00	\$500.00
40	0710 11125	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, SOLID FOR STOP LINE OR CROSSWALK, 24"	LF	200	\$2.50	\$500.00
41	0706 1 3	RAISED PAVEMENT MARKER, TYPE B	EA	100	\$10.00	\$1,000.00
42	0711 17 1	THERMOPLASTIC & PAINT, REMOVE EXISTING THERMOPLASTIC PAVEMENT MARKINGS- SURFACE TO REMAIN (HYDRO-BLASTING)	SF	2640	\$1.60	\$4,224.00
43	0711 17 1	THERMOPLASTIC & PAINT, REMOVE EXISTING THERMOPLASTIC PAVEMENT MARKINGS- SURFACE TO REMAIN (SAND-BLASTING)	SF	2640	N/A	N/A
44	0711 17 1	THERMOPLASTIC & PAINT, REMOVE EXISTING THERMOPLASTIC PAVEMENT MARKINGS- SURFACE TO REMAIN (GRINDING OR OTHER)	SF	2640	\$1.60	\$4,224.00
TOTAL						\$62,428.00

Reference: Current FDOT Design & Construction Standards in Effect at the Time of Bid  
Estimated quantities are not guaranties and are included only as a guide for bidding.

Additional rate and unit cost information may be provided on a separate sheet titled, "Additional Rate and Unit Cost Information" and submitted with the bid.  
Additional rate and unit cost information provided will not be used to select the lowest bidder and should not be included in the total bids on the bid form.

COMPANY REPRESENTATIVE SIGNATURE



Date: 11/15/21

NOTE: Please return this bid form to the above address. NO OTHER BID FORM WILL BE ACCEPTED.



# SANTA ROSA COUNTY PROCUREMENT DEPARTMENT

6495 Caroline Street, Suite L | Milton, Florida 32570 850-983-1870 [procurement@santarosa.fl.gov](mailto:procurement@santarosa.fl.gov)

## CONE OF SILENCE FORM

*SRC Procurement Form COS 013\_01\_091619*

The Board of County Commissioners have established a solicitation silence policy (Cone of Silence) that prohibits oral and written communication regarding all formal solicitations for goods and services (ITB, RFP, ITQ, ITN, and RFQ) or other competitive solicitation between the bidder (or its agents or representatives) or other entity with the potential for a financial interest in the award (or their respective agents or representatives) regarding such competitive solicitation, and any County Commissioner or County employee, selection committee member or other persons authorized to act on behalf of the Board including the County's Architect, Engineer or their sub-consultants, or anyone designated to provide a recommendation to award a particular contract, other than the Procurement Department Staff.

The period commences from the time of advertisement until contract award.

Any information thought to affect the committee or staff recommendation submitted after bids are due, should be directed to the Procurement Officer or an appointed representative. It shall be the Procurement Officers 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.

I, Blair S. Crooke representing Gulf Coast Traffic Engineers, Inc

(Print)

(Company)

On this 15th day of November 2020 hereby agree to abide by the County's "Cone of Silence" clause and understand violation of this policy shall result in disqualification of my proposal/submittal.



(Signature)



# SANTA ROSA COUNTY PROCUREMENT DEPARTMENT

6495 Caroline Street, Suite L | Milton, Florida 32570 850-983-1870 procurement@santarosa.fl.gov

## SWORN STATEMENT UNDER SETION 287.133 (3) (A) FLORIDA STATUTE ON PUBLIC ENTITY CRIMES

*SRC Procurement Form SSPEC 016 01 091619*

*THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER  
AUTHORIZED TO ADMINISTER OATHS.*

1. This sworn statement is submitted with Bid, Proposal or Contract for: \_\_\_\_\_  
Santa Rosa County
2. This sworn statement is submitted by, Gulf Coast Traffic Engineers, Inc, whose business address is, 8203 Kipling St, Pensacola, FL 32514, and (if applicable) Federal Employer Identification Number (FEIN) is 59-1104811 (if the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement).
3. My name is Blair S. Crooke and my relationship to the entity named above is President (title).
4. I understand that a "public entity crime" as defined in paragraph 287.133 (1) (g) Florida Statute, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States including, but not limited to , any bid or contract for goods or services to be provided to any public entity or any agency or public subdivision of any other state or of the United States and involved antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy or material misrepresentation.
5. I understand that "convicted" or "convicted" as defined in paragraph 287.133 (1) (b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime with or without an adjudication of guilt, in any federal or state trial court of records relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
6. I understand that an "affiliate" as defined in Paragraph 287 .133 (1) (a), Florida Statutes, means:
  - a. A predecessor or successor of a person convicted of a public entity crime; or
  - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one of shares constituting a controlling income among persons when not for fair interest in another person, or a pooling of equipment or income among persons when not for fair market value under an length agreement, shall be a prima facie case that one person controls another person. A person who knowingly convicted of a public entity crime, in Florida during the preceding 36 months shall be considered an affiliate.
7. I understand that a "person" as defined in paragraph 287 .133 (1) (e), Florida Statutes, means any natural person or entity organized under the laws of the state or of the United States with the legal power to enter into a binding contract provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.





# SANTA ROSA COUNTY PROCUREMENT DEPARTMENT

6495 Caroline Street, Suite L | Milton, Florida 32570 850-983-1870 procurement@santarosa.fl.gov

8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies)

- Neither the entity submitting this sworn statement, nor any officers, directors, executive, partners, shareholders, employees, member, or agents who are active in management of the entity, nor affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.
- The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989 And (please attach a copy of the final order)
- The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order)
- The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by, or pending with, the department of General Services)

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

Blair S. Crooke

Name

Signature

11/15/21

Date

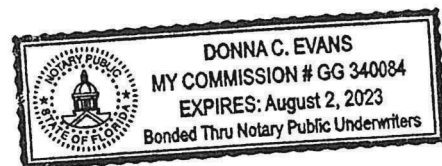
PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this day of 15<sup>th</sup> Nov, 2021, and is personally known to me, or has provided \_\_\_\_\_ as identification.

STATE OF FLORIDA

COUNTY OF: Escambia

My Commission expires: \_\_\_\_\_

Notary Public





# SANTA ROSA COUNTY PROCUREMENT DEPARTMENT


6495 Caroline Street, Suite L | Milton, Florida 32570 850-983-1870 procurement@santarosa.fl.gov

## DEBARMENT FORM

SRC Procurement Form Debar 022\_00\_082719

### Certification Regarding Debarment, Suspension, And Other Responsibility Matters

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
  - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
  - d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or Local) terminated for cause or default.
2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Name: Blair S. Crooke Title: President  
 Signature:   
 Firm: Gulf Coast Traffic Engineers, Inc  
 Street Address: 8203 Kipling St  
 City: Pensacola  
 State: FL Zip Code: 32514  
 Solicitation Name ITB 22-006 Road Striping # XX-XXX 22-006



**SANTA ROSA COUNTY  
PROCUREMENT DEPARTMENT**

6495 Caroline Street, Suite L | Milton, Florida 32570 850-983-1870 procurement@santarosa.fl.gov

**REFERENCES FORM**

*SRC Procurement Form Memo 024\_00\_082719*

List work which best illustrates current qualifications relevant to this solicitation accomplished by personnel that will be assigned to the County's project. List at least three but no more than five (5) projects. (This form may be reproduced.)

YOUR FIRMS NAME Gulf Coast Traffic Engineers, Inc  
PROPOSAL POINT OF CONTACT Blair S Crooke PHONE 850-478-7066  
EMAIL Blair@gcteinc.com

**REFERENCE I.**

PROJECT NAME: Escambia County Striping Agreement  
AGENCY: Escambia County  
ADDRESS: 3363 West Park Pl  
CITY, STATE, ZIP CODE: Pensacola, FL  
CONTACT PERSON: Sharon Johnson  
TITLE: Escambia County Engineering Specialist  
EMAIL: sjohnson@myescambia.com  
TELEPHONE: 850-595-3416  
PROJECT COST: Work Order Based / Variable  
COMPLETION DATE: ongoing

SCOPE of Project (list tasks, attach samples of deliverables, outlines or descriptions of items:  
(You may attach information to this form)

Call outs for new striping or restripe in thermoplastic or paint

List key personnel assigned to this project that will work on the County project (include assignments. You may attach information to this form):

Bill Rosamond (GCTE Production Manager)



# SANTA ROSA COUNTY PROCUREMENT DEPARTMENT

6495 Caroline Street, Suite L | Milton, Florida 32570 850-983-1870 procurement@santarosa.fl.gov

## REFERENCE II.

PROJECT NAME: E3S16 FDOT Striping and Sign Maintenance

AGENCY: FDOT

ADDRESS: 6025 Old Bagdad Hwy

CITY, STATE, ZIP CODE: Milton, FL 32583

CONTACT PERSON: Meshelle England

TITLE: Maintenance Manager Contracts

EMAIL: Meshelle.England@dot.state.fl.us

TELEPHONE: 850-981-2734

PROJECT COST: \$100,000.00

COMPLETION DATE: ongoing

SCOPE of Project (list tasks, attach samples of deliverables, outlines or descriptions of items:  
(You may attach information to this form)

Call outs for replacement or new installations of striping and signs

List key personnel assigned to this project that will work on the County project (include assignments. You may attach information to this form):

Bill Rosamond (GCTE Production Manager)

## REFERENCE III.

PROJECT NAME: T3692 US 29 Resurfacing

AGENCY: Roads Inc

ADDRESS: 106 Stone Blvd

CITY, STATE, ZIP CODE: Cantonment, FL 32533

CONTACT PERSON: Lisa Neidlinger

TITLE: \_\_\_\_\_

EMAIL: lisa@roadsinc.com

TELEPHONE: 850-968-0991

PROJECT COST: \$551,369

COMPLETION DATE: November 2021

SCOPE of Project (list tasks, attach samples of deliverables, outlines or descriptions of items:  
(You may attach information to this form)

Temp striping and Thermoplastic application

List key personnel assigned to this project that will work on the County project (include assignments. You may attach information to this form):

Bill Rosamond (GCTE Production Manager)



SANTA ROSA COUNTY
PROCUREMENT DEPARTMENT

6495 Caroline Street, Suite L | Milton, Florida 32570 850-983-1870 procurement@santarosa.fl.gov

CONFLICT OF INTEREST DISCLOSURE FORM

SRC Procurement Form COS 027\_00\_091319

For purposes of determining any possible conflict of interest, all respondents, must disclose if any Santa Rosa 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: X

Table with 2 columns: Name(s), Position(s). Multiple rows for listing individuals.

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

FIRM NAME: Gulf Coast Traffic Engineers, Inc
BY (PRINTED): Blair S. Croke
BY (SIGNATURE): [Signature]
TITLE: President
ADDRESS: 8203 Kipling St, Pensacola State FL Zip Code 32514
PHONE NO: 850-478-7066
E-MAIL: Blair@gcteinc.com
Date: 11/15/21

**Santa Rosa County**  
**Insurance Requirements**

**March 2021**

**Workers' Compensation** – meet statutory limits in compliance with the Workers Compensation Laws of Florida. This policy must include Employer Liability with a limit of \$100,000 for each accident, \$500,000 disease policy limit and \$100,000 disease each employee limit.

**Commercial General Liability** – coverage shall provide minimum limits of liability of \$1,000,000 per occurrence, \$2,000,000 Aggregate, for bodily injury and property damage. This shall include coverage for:

- a. Premises/operations
- b. Products/complete operations
- c. Contractual liability
- d. Independent contractors

**Business Auto Liability** – coverage shall provide minimum limits \$500,000. Combined Single Limit for bodily injury and property damage. If Split limit coverage is provided Limits of 500,000 per person/500,000 per accident and 500,000 for property damage are required.

This shall include coverage for:

- a. Owned autos
- b. Hired autos
- c. Non-owned autos

Special Requirements:

- 1) Prior to execution of a contract or agreement, certificates of insurance will be produced that shall provide for the following:
  - a. Santa Rosa County shall be named as an additional insured on all coverages except workers' compensation.

b. Santa Rosa County will be given thirty (30) days' notice prior to cancellation or modification of any stipulated insurance.

2) It is the responsibility of the contractor to ensure that all subcontractors comply with all insurance requirements.

**3) *It should be noted that these are minimum requirements which are subject to modification in response to specialized or high hazard operations.***

In the event of unusual circumstances, the County Administrator, or his designee, may adjust these insurance requirements.

### Insurance Checklist

“If coverage requirements on the checklist are also checked and if those limits of the specific coverage are higher, then those limits must be purchased and proof of coverage on COI provided”.

Proposal/Project Reference: **ITB 22-006 Road Striping**

**Required Coverage (Marked by “X”)**

**Minimum Limits**

- |  |   |
|--|---|
| 1. <input checked="" type="checkbox"/> Workers Compensation<br>Proprietor/Executive Officers Exclusion not allowed   | \$100,000. Employers Liab.<br>\$100,000. Accident –Disease<br>\$500,000. Disease policy Limit |
| 2. <input checked="" type="checkbox"/> Commercial General Liability<br>Including Premises operations-Products completed ops<br>Contractual Liability and Personal and advertising<br>Liability | \$1,000,000. CSL<br>\$2,000,000. Annual Aggregate   |
| 3. <input checked="" type="checkbox"/> Automobile Liability – including Hired and Non-Owned  | \$1,000,000. CSL  |
| 4. <input type="checkbox"/> Professional Liability coverage  | \$1,000,000. Per Occurrence   |
| 5. <input type="checkbox"/> Asbestos Removal Liability   | \$2,000,000. Per Occurrence   |
| 6. <input type="checkbox"/> Medical Malpractice  | \$1,000,000 Per Occurrence  |
| 7. <input type="checkbox"/> Garage Liability   | \$1,000,000. BI/PD- Occurrence  |
| 8. <input type="checkbox"/> Garage Keepers Liability   | \$500,000. Comprehensive<br>\$500,000. Collision  |
| 9. <input type="checkbox"/> Inland Marine- Bailee’s Insurance  | \$ _____  |
| 10. <input type="checkbox"/> Moving and Rigging Floater  | Endorsement to CGL  |
| 11. <input type="checkbox"/> Crime/Dishonesty Bond   | \$ _____  |
| 12. <input type="checkbox"/> Builders Risk/Installation Floater – Provide coverage in Full amount of Contract.   |   |
| 13. <input type="checkbox"/> Owner’s Protective Liability  | \$ _____  |
| 14. <input type="checkbox"/> Excess/Umbrella Liability   | \$ _____  |



### General Requirements

- A. Carrier rating shall be A.M. Best rating of B++V or Better.
- B. Notice of Cancellation or Non-renewal or material change in coverage shall be provided to Santa Rosa County at least 30 days prior to action.
- C. Santa Rosa County shall be named as Additional Insured on all policies except Workers' Compensation.

---

Approved by the BOCC March 23, 2021

## Exhibit B

### **Santa Rosa County Insurance Requirements March 2021**

**Workers' Compensation** – meet statutory limits in compliance with the Workers Compensation Laws of Florida. This policy must include Employer Liability with a limit of \$100,000 for each accident, \$500,000 disease policy limit and \$100,000 disease each employee limit.

**Commercial General Liability** – coverage shall provide minimum limits of liability of \$1,000,000 per occurrence, \$2,000,000 Aggregate, for bodily injury and property damage. This shall include coverage for:

- a. Premises/operations
- b. Products/complete operations
- c. Contractual liability
- d. Independent contractors

**Business Auto Liability** – coverage shall provide minimum limits \$500,000. Combined Single Limit for bodily injury and property damage. If Split limit coverage is provided Limits of 500,000 per person/500,000 per accident and 500,000 for property damage are required.

This shall include coverage for:

- a. Owned autos
- b. Hired autos
- c. Non-owned autos

Special Requirements:

1) Prior to execution of a contract or agreement, certificates of insurance will be produced that shall provide for the following:

- a. Santa Rosa County shall be named as an additional insured on all coverages except workers' compensation.

b. Santa Rosa County will be given thirty (30) days' notice prior to cancellation or modification of any stipulated insurance.

2) It is the responsibility of the contractor to ensure that all subcontractors comply with all insurance requirements.

***3) It should be noted that these are minimum requirements which are subject to modification in response to specialized or high hazard operations.***

In the event of unusual circumstances, the County Administrator, or his designee, may adjust these insurance requirements.

## Exhibit C- Civil Rights Clauses

### Title VI List of Pertinent Nondiscrimination Acts and Authorities


During the performance of this Agreement, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “Contractor”), as applicable, agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC 1681 *et seq.*).

**Exhibit D**  
**VENDORS ON SCRUTINIZED COMPANIES LISTS**

By executing this Certificate, the bid proposer, certifies that it is not: (1) listed on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, (2) engaged in a boycott of Israel, (3) listed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, Florida Statutes, or (4) engaged in business operations in Cuba or Syria. Pursuant to section 287.135(5), Florida Statutes, the County may disqualify the bid proper immediately or immediately terminate any agreement entered into for cause if the bid proposer is found to have submitted a false certification as to the above or if the Contractor is placed on the Scrutinized Companies that Boycott Israel List, is engaged in a boycott of Israel, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, during the term of the Agreement. If the County determines that the bid proposer has submitted a false certification, the County will provide written notice to the bid proposer. Unless the bid proposer demonstrates in writing, within 90 calendar days of receipt of the notice, that the County's determination of false certification was made in error, the County shall bring a civil action against the bid proposer. If the County's determination is upheld, a civil penalty shall apply, and the bid proposer will be ineligible to bid on any Agreement with a Florida agency or local governmental entity for three years after the date of County's determination of false certification by bid proposer.

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

DATE:	<u>11/23/21</u>	SIGNATURE:	<u></u>
COMPANY:	<u>Gulf Coast Traffic Eng. Inc.</u>	NAME:	<u>Blair S. Crooke</u> (Typed or Printed)
ADDRESS:	<u>8203 Kipling St.</u> <u>Pensacola, FL 32514</u>	TITLE:	<u>President</u>
		E-MAIL:	<u>blair@gcteinc.com</u>
PHONE NO.:	<u>(850) 478-7066</u>		