

RESUME OF THE REGULAR BCC MEETING – Continued

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

8. Recommendation: That the Board approve, and authorize the County Administrator to sign, the Agreement Relating to Traffic Control Signage between Escambia County and Gulf Coast Traffic Engineers, Inc., per the terms and conditions of PD 16-17.073, Furnish & Installation of Traffic Control & Street Name Signs, with a Fiscal Year 2017-2018 expenditure of \$150,000 (Funding: Fund 175, Transportation Trust Fund, Cost Center 221201 - \$50,000; Fund 352, Local Option Sales [LOST] Tax III, Cost Center 210107 - \$50,000; and Fund 353, LOST IV, Cost Center 210106 - \$50,000).

**Approved 5-0**

9. Recommendation: That the Board approve, and authorize the County Administrator to sign, the Agreement between Escambia County and Coastline Striping, Inc., per the terms and conditions of PD 16-17.072, Installation, Refurbish, and Removal of Pavement Markings and Associated Items, with a Fiscal Year 2017-2018 expenditure of \$500,000 (Fund: Fund 175, Transportation Trust Fund, Cost Center 211201, Object Code 54601 - \$300,000; Funds 185-199, Master Drainage Basin Funds, Cost Centers 210719-210736, - \$50,000; Fund 352, Local Option Sales Tax [LOST] III, Cost Center 210107 - \$100,000; and Fund 353, LOST IV, Cost Center 210106 - \$50,000).

**Approved 5-0**

10. Recommendation: That the Board approve the issuance of a Purchase Order to Coastal Machinery Company, Inc., per the specifications of VE 17-18.005, 40-Foot, Self-Propelled, Telescoping Man Lift, in the amount of \$60,359.56 (Funding: Fund 352, Local Option Sales Tax – SRIA [Santa Rosa Island Authority] contribution, Cost Center 110275, "Machinery and Equipment," Object Code 56401, "Machinery and Equipment").

**Approved 5-0**

**AGREEMENT RELATING TO PAVEMENT MARKINGS (PD 16-17.072)**

This Agreement is made and entered into by and between Escambia County, a political subdivision of the State of Florida, by and through its Board of County Commissioners (hereinafter referred to as "County"), with administrative offices located at 221 South Palafox Street, Pensacola, Florida 32502, and Coastline Striping, Inc., a for-profit corporation authorized to conduct business in the State of Florida (hereinafter referred to as "Contractor"), FEI/EIN Number 34-2012062, whose principal address is 8840 Fowler Avenue, Pensacola, Florida 32534 (each at times being referred to as "party" or "parties").

**WITNESSETH:**

**WHEREAS**, on August 7, 2017, the County issued an Invitation to Bid seeking a Contractor to provide installation, refurbishing and removal of pavement markings and other related services throughout Escambia County (PD 16-17.072); and

**WHEREAS**, the Contractor was the most responsive and responsible bidder proposing to provide such services; and

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

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

1. **Recitals**. The recitals contained in the preamble of this Agreement are declared to be true and correct and are hereby incorporated into this Agreement.
2. **Term**. This Agreement shall commence upon the date last executed and continue for a term of twelve (12) months. Upon mutual agreement of the parties, the contract may be renewed for two additional twelve (12) month periods, up to a maximum of thirty-six (36) months. In no event shall the term of this agreement exceed the duration of three (3) years from the date of commencement.
3. **Scope of Services**. Contractor agrees to perform in accordance with the Scope of Services outlined in Escambia County's Invitation to Bidders "Installation, Refurbish, and Removal of Pavement Markings and Associated Items," Specification No. P.D. 16-17.072, attached hereto as **Exhibit A**. In the event of a conflict between the terms of the Exhibit referenced above and this Agreement, the terms of this Agreement shall prevail.
4. **Compensation**. County shall pay Contractor for services rendered in accordance with the Bid Form, attached hereto as **Exhibit B**.

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

6. Method of Billing. Payment may be requested by Contractor on a monthly basis by the submission of a properly executed original invoice reflecting the amount due and owing with appropriate supporting documentation. Invoices shall be submitted in duplicate to:

Clerk of the Circuit Court  
Attention: Accounts Payable  
221 Palafox Place  
Pensacola, FL 32502

The County agrees it shall make its best efforts to pay Contractor within thirty (30) days of receipt and approval of Contractor's invoice. All payments under this agreement and interest on any late payments shall be governed by and construed in accordance with the Florida Prompt Payment Act, §§218.70, et seq., Florida Statutes, as amended.

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

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

well as provide a legal defense for the County, both of which will be done only if and when requested by the County, for all claims relating to this Agreement. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

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

- (a) Commercial General Liability, Form CG1, with \$1,000,000 per occurrence. Excess or umbrella insurance may be purchased to make up the difference, if any, between the policy limits of the underlying policies.
- (b) Business Automobile Liability with \$1,000,000 per occurrence minimum combined single limits for all hired, owned, and non-owned vehicles.
- (c) Florida statutory Workers' Compensation.

It is understood and agreed by the parties that in the event that the Contractor consists of a joint venture, partnership, or other association of professional or business firms, each such firm shall be required to individually carry the above cited coverages.

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

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

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

11. Notice. Any notice, payment or other communication under this Agreement required hereunder or desired by the party giving such notice shall be given in writing and delivered by hand or through the instrumentality of certified mail of the United States

Postal Service or private courier service, such as Federal Express. Unless otherwise notified in writing of a new address, notice shall be made to each party as follows:

Coastline Striping, Inc.  
Attention: Jason Bense  
8840 Fowler Avenue  
Pensacola, Florida 32534

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

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

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

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

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

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING**

**TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

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

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

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

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

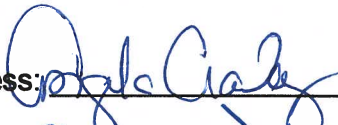
17. Assignment of Agreement. This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by Contractor without the prior written consent of the County. However, the Agreement shall run with the Escambia County Board of County Commissioners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

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

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

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

**COUNTY:  
BOARD OF COUNTY COMMISSIONERS  
ESCAMBIA COUNTY, FLORIDA**

Witness: 

By:   
Jack R. Brown, County Administrator

Witness: 

BCC Approved: 1/4/18

**CONTRACTOR:  
COASTLINE STRIPING, INC.**

ATTEST:

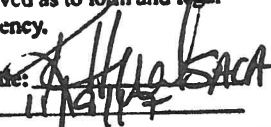
BY:   
Jason Bense, President

By:   
Corporate Secretary

Date: 11-15-17

(SEAL)

Approved as to form and legal  
sufficiency.

By/Title:   
Date: 11/15/17

**ESCAMBIA COUNTY, FLORIDA GENERAL TERMS and CONDITIONS**

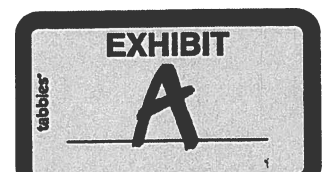
**The following General Terms and Conditions are incorporated by reference and have the same legal effect as if printed in its entirety.**

A full textual copy of these conditions may be obtained by visiting the Office of Purchasing web site (see Bid Information below), by telephoning the Office of Purchasing at 850-595-4980, or by fax at 850-595-4805.

**NOTE:** Any and all Special Terms and Conditions and specifications referenced within the solicitation which varies from these General Terms and Conditions shall have precedence. Submission of the Bidder/Proposal Solicitation, Offer, and Bid/Proposal Form(s) in accordance with these General Terms and Special Terms and Conditions constitutes an offer from the Offeror. If any or all parts of the offer are accepted by Escambia County Florida, an authorized representative of the County shall affix his signature hereto, and this shall then constitute a written Agreement between parties. The conditions incorporated herein become a part of the written Agreement between the parties.

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

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





**21. Liability**

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

**22. Facilities**

**23. Distribution of Certification of Contract**

**24. The Successful Bidder(s) Must Provide**

**25. Addition/Deletion of Items**

**26. Ordering Instructions**

**27. Public Records**

**28. Delivery**

**29. Samples**

**30. Additional Quantities**

**31. Service and Warranty**

**32. Default**

**33. Equal Employment Opportunity**

**34. Florida Preference**

**35. Contractor Personnel**

**36. Award**

**37. Uniform Commercial Code**

**38. Contractual Agreement**

**39. Payment Terms/Discounts**

**40. Improper Invoice; Resolution of Disputes**

**41. Public Entity Crimes**

**42. Suspended and Debarred Vendors**

**43. Drug-Free Workplace Form**

**44. Information Sheet for Transactions and Conveyances**

**45. Copies**

**46. License and Certifications** – For access to Certification/Registration Form for doing Business in Florida, go to the Department of State, Division of Corporations, URL:  
<http://dos.myflorida.com/sunbiz/search/>

**47. Execution of Contract**

**48. Purchase Order**

**49. No Contingent Fees**

**50. Solicitation Expenses**

**51. On-Line Auction Services**

## SPECIAL TERMS AND CONDITIONS

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

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

### Instructions to Offerors

#### **1. General Information**

All offers to be considered shall be in the possession of the Office of Purchasing prior to the time of the solicitation closing. Offers may be mailed or delivered to the Office of Purchasing, 2<sup>nd</sup> Floor, Room 11.101, Matt Langley Bell, III Bldg., 213 Palafox Place, Pensacola, FL 32502.

**Specification Number PD 16-17.072, "Installation, Refurbish, and Removal of Pavement Markings and Associated Items", name of submitting firm, time and date due.**

**Note: If you are using a courier service (FedEx, Airborne, UPS, etc.) you must mark the air-bill and envelope or box with the Specification number and project name.**

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

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

#### **A. Conduct of Participants**

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

#### **B. Definitions**

**Blackout Period** means the period between the time the bids/proposals for invitations for bid or the request for proposal, or qualifications, or information, or requests for letters of interest, or the invitation to negotiate, as applicable, are

received at the Escambia County Office of Purchasing and the time the Board awards the contract and any resulting bid protest is resolved or the solicitation is otherwise cancelled.

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

### C. Sanctions

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

- 1) Rejection/Disqualification of Submittal,
- 2) Termination of Contract; or
- 3) Suspension or Debarment as Provided in Sec. 46-102 of the Escambia County Code of Ordinances.

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

## 2. Project Narrative

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

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

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

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

## 3. Bid Surety

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

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

A County Warrant in the amount of the bid check(s) of the successful Offeror(s) will be returned immediately after the Offeror and the County are mutually bound by contract as evidenced by signatures thereto by an authorized representative of both the Offeror and the County, and/or the Offeror accepts the resulting PO/WO by signing the Solicitation, Offer, and Bid Form/acceptance copy of same, and returning to the County Purchasing department. Any unsuccessful Offeror(s) will have the amounts of the cashier's or certified check returned via County warrant promptly after award.

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

#### **4. Bonds – Performance and Payment Bonds**

The County shall require the successful offeror(s) to furnish **separate performance and payment bonds**, per Florida Statue 337.18, under pledge of adequate surety and covering up **100% of the dollar value of award** on the forms provided by the County. Value of the bonds shall not exceed the awarded contract price.

Such bonds shall be issued by sureties authorized to act as a surety by the State of Florida. Bonds of the successful offeror(s) shall be reviewed by the Office of Purchasing to assure compliance, then recorded in the Office of the Clerk of the Circuit Court Recording Office, 1st Floor, 221 Palafox Place, Pensacola, Florida, by the successful offeror at his expense before the contract is executed. The cost of recording is \$10.00 for the first page and \$8.50 for each additional page.

#### **5. Questions**

All questions shall be directed to Jeffrey Lovingood, Purchasing Specialist. Phone: 850-595-4953, E-Mail: [JDLovingood@myescambia.com](mailto:JDLovingood@myescambia.com).

All questions shall be submitted in writing (E-Mail) and must be received no later than 5:00 PM CDT, August 29, 2017.

#### **6. Bid Forms**

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

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

**7. Pre-Solicitation Conference**

A non-mandatory Pre-Solicitation Conference will be held in the Office of Purchasing Conference Room 11.407, 213 Palafox Place, Pensacola, Florida, 32502, on **September 19, 2017, at 3:30 PM CDT.**

**8. Delivery**

Delivery to be as notified by Escambia County. The quantity will depend upon the County's need at the time of request.

**9. F.O.B. Point**

The F.O.B. point shall be destination within Escambia County as noted by the Project Director on a project-by-project basis. The prices offered shall include all costs of packaging, transporting, delivery and unloading (**this includes inside delivery if requested**) to designated point within Escambia County.

**10. Liquidated Damages**

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

**11. Safety Regulations**

Equipment shall meet all state and federal safety regulations.

**12. Compliance with Occupational Safety and Health**

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

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

In compliance with Chapter 442, Florida Statutes, any item delivered under a contract resulting from this solicitation shall be accompanied by a Material Safety Data Sheet (MSDS) The MSDS shall include the following information.

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

- B. The hazards or other risks in the use of the toxic substance, including:
  - 1. The potential for fire, explosion, corrosiveness and reactivity;
  - 2. The known acute and chronic health effects of risks from exposure, including the medical conditions which are generally recognized as being aggravated by the exposure to the toxic substance; and
  - 3. The primary route of entry and symptoms of over exposure.
- C. The proper precautions, handling practices, necessary personal protective equipment and other safety precautions in the use of or exposure to the toxic substances, including appropriate emergency treatment in case of over exposure.
- D. The emergency procedure for spills, fire, disposal and first aid.
- E. A description in lay terms of the known specified potential health risks posed by the toxic substance intended to alert any person reading this information.
- F. The year and month, if available, that the information was compiled and the name, address and emergency telephone number of the manufacturer responsible for preparing the information.

**13. Payment**

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

Public Works Department  
Attention: Davie Forte, Transportation & Traffic Operations  
3363 West Park Place  
Pensacola, FL 32505

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

**14. Assembly and/or Placement**

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

All items shall be completely assembled by the awarded vendor in accordance with the issued PO/WO, prior to acceptance by Escambia County. Space will be provided by the County for on-site assembly by the awarded vendor. Details and diagrams for proper fabrication and installation contained in the Technical Specifications contained within this document. It will be the responsibility of the awarded vendor to supply the necessary labor

and materials for the placement of all equipment as specified herein. Equipment is to be set-up, serviced, tested and demonstrated at no charge to Escambia County.

**15. Warranty**

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

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

**16. Debris**

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

**17. Protection of Property/Security**

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

All work shall be completed in every respect and accomplished in a professional manner.

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

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

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

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

**18. Permits**

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

**19. Contract Term**

The contract resulting from this Solicitation shall commence effective upon execution by both parties and extend for a period of twelve (12) months. The contract may be renewed

for additional twelve (12) months periods, up to a maximum thirty-six (36) months upon mutual agreement of both parties. If any such renewal results in changes in the terms or conditions, such changes shall be reduced to writing as an addendum to this contract and such addendum shall be executed by both parties and approved by the Board of County Commissioners.

- A. Renewal of the contract shall be subject to appropriation of funds by the Board of County Commissioners.
- B. The initiation County department(s) shall issue release (purchase) orders against the term contract on an "as needed" basis.
- C. The contract may be canceled by the awarded vendor, for good cause, upon ninety (90) days prior written notice.
- D. The County retains the right to terminate the contract, with or without good cause, upon thirty (30) days prior written notice.
- E. In the event of termination by either party as provided herein, the awarded vendor shall be paid for services performed through the date of termination.

## **20. Pricing**

All items sold to the county as a result of this award are subject to post sale audit adjustment. In the event an audit indicates offeror has not honored quoted price lists and discounts, offeror will be liable for any and all overage charges.

## **21. Purchasing Agreements with other Government Agencies**

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

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

## **22. Changes - Service Contracts**

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

- A. Description of services to be performed.
- B. Time of performance (i.e., hours of the day, days of the week, etc.).
- C. Place of performance of the services.

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



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

### **23. Ordering**

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

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

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

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

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

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

<u>Schedule</u>	
POWO greater than \$50,000.00	120 days
POWO greater than \$20,000.00 - \$49,999.99	60 days
POWO greater than \$10,000.00 - \$19,999.99	30 days
POWO greater than \$5,000.00 - \$9,999.99	15 days
POWO less than \$5,000.00	10 days

Additional line items may be added post-award via an executed Change Order to the Contract. Changes due to unforeseen needs identified by the County shall be added by

"Contract Amendment" (Exhibit B) to these specifications and be included as addendum(s) to the line items included in this solicitation. All amendments shall first be approved by the Escambia County Board of County Commissioners (BCC) prior to being added to the Contract as an addendum.

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

#### **24. Licenses, Certifications, Registrations**

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

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

#### **25. Term of Offer**

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

#### **26. Award**

Escambia County reserves the right to award on an "all-or-none" basis to one offeror or to award on an "item-by-item" basis, whenever it is in the best interest of and/or most advantageous to the County. It is the intent of the County to award all items listed on the Bid Form to the responsive and responsible low bidder.

#### **27. Termination**

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

**28. Termination (Services)**

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

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

**29. Termination (Public Records Request)**

If the Contractor refuses to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Contractor in conjunction with this Agreement then the County may, without prejudice to any right or remedy and after giving the Contractor and his surety, if any, seven (7) days written notice, during which period the Contractor still fails to allow access, terminate the employment of the Contractor and take possession of the site and all of the materials, equipment, tools, construction equipment, and machinery thereon, owned by the Contractor, and may finish the project by whatever method it may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment until the project is finished. Reasonable terminal expenses incurred by the County may be deducted from any payments left owing the Contractor (excluding monies owed the Contractor for subcontract work).

**30. As Specified**

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

**Insurance Requirements**

**31. Standard Insurance Requirements and Certificates**

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

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

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

**A. County Insurance Required**

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

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

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

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

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

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

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

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

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

**B. Workers Compensation Coverage**

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

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

**C. General, Automobile and Excess or Umbrella Liability Coverage**

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

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

**D. General Liability Coverage - Occurrence Form Required**

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

Coverage B shall include personal injury.

Coverage C, medical payments, is not required.

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

**E. Business Auto Liability Coverage**

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

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

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

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

**G. Evidence/Certificates of Insurance**

Required insurance shall be documented in certificates of insurance. If and when required by the County, certificates of insurance shall be accompanied by documentation that is acceptable to the County establishing that the insurance

agent and/or agency issuing the certificate of insurance has been duly authorized, in writing, to do so by and on behalf of each insurance company underwriting the insurance coverage(s) indicated on each certificate of insurance.

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

Certificates should contain the following additional information:

1. Indicate that Escambia County is an additional insured on the liability and business auto policies.
2. Include a reference to the project and the Office of Purchasing number.
3. Disclose any self-insured retentions in excess of \$1,000.
4. Designate Escambia County as the certificate holder as follows:

Escambia County  
Attention: Jeffrey Lovingood, Purchasing Specialist  
Office of Purchasing, Room 11.101  
P.O. Box 1591  
Pensacola, FL 32591-1591  
Phone: 850-595-4953

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

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

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

For commercial general liability coverage, the Contractor shall, at the option of the County, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage.

### **32. Indemnification**

Contractor agrees to save harmless, indemnify, and defend County and Architect/Engineer, and their agents, offices, and employees from any and all claims, losses, penalties, interest, demands, judgements, and costs of suit, including attorney's fees and paralegal's fees, for any expense, damage, or liability incurred by any of them, whether for personal injury, death, property damage, direct or consequential damages, or economic loss, including environmental impairment, arising directly or indirectly, on account of or in connection with the work done by the Contractor under this Agreement,

or by any person, firm, or corporation to whom any portion of the work is subcontracted by Contractor, or resulting from the use by Contractor, or by any one for whom Contractor is legally liable, of any materials, tools, machinery, or other property of County. County and Contractor agree the first one hundred dollars (\$100.00) of the Contract Amount paid by the County to the Contractor shall be given as separate consideration for this indemnification, and any other indemnification of County by Contractor provided for within the Contract Documents, the sufficiency of such separate consideration being acknowledged by Contractor by Contractor's acceptance and execution of the Agreement. The Contractor's obligation shall not be limited by, or in any way to, any insurance coverage, or by any provision in or exclusion or omission from any policy of insurance. The Contractor agrees to pay on behalf of Escambia County, as well as provide a legal defense for the County, both of which will be done only if and when requested by the County, for all claims made. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

**INSTALLATION, REFURBISHMENT and REMOVAL of PAVEMENT MARKINGS**  
**TECHNICAL SPECIFICATIONS**

**PAVEMENT MARKINGS**

**PART 1 – GENERAL**

**1.1 RELATED DOCUMENTS**

- A. Drawings and General Provisions of the Contract, including General and Supplementary Conditions and other Specifications Sections, apply to work of this section.
- B. Unless otherwise specified on the plan sheets or in other sections of this contract, all materials and work shall conform to the applicable requirements in the following documents:
  - 1. Florida Department of Transportation *Roadway and Traffic Design Standards*, Indices 17344 through 17347, 17352 and 17359, latest edition.
  - 2. Florida Department of Transportation *Standard Specifications for Road and Bridge Construction*, Sections 701, 705, 706, 710, 711, 970, 971, and 993, latest edition.
  - 3. USDOT, Federal Highway Administration *Manual on Uniform Traffic Control Devices for Streets and Highways*, latest edition.

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

**1.2 DESCRIPTION OF WORK**

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

**PART 2 – PRODUCTS**

**2.1 MATERIALS**

All materials shall be new and of good quality unless otherwise specified. The Contractor, at his own expense and if requested by the County Contract Administrator, shall furnish samples of material and/or shall certify that the material meets all FDOT requirements. All material or work that has been rejected shall be remedied by the



Contractor at his own expense and without delay. If the Contractor fails to promptly remove and/or dispose of rejected material and replace the same, the County Contract Administrator may remove and replace the same and deduct the cost of the work from the contract amount.

## **2.2 TEMPORARY PAVEMENT MARKINGS**

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

## **2.3 PERMANENT PAVEMENT MARKINGS**

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

## **2.4 REFLECTIVE PAVEMENT MARKERS**

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

## **2.5 OBJECT MARKERS AND DELINEATORS**

Materials for object markers shall meet all requirements of FDOT Specifications, Sections 705, latest edition.

## **2.6 AUDIBLE AND VIBRATORY PAVEMENT MARKINGS**

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

# **PART 3 – EXECUTION**

## **3.1 GENERAL**

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

## **3.2 TEMPORARY PAVEMENT MARKINGS**

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

## **3.3 PERMANENT PAVEMENT MARKINGS**

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

### 3.4 RETROREFLECTIVITY

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

## **PART 4 – MEASUREMENT / PAYMENT**

### 4.1 METHOD OF MEASUREMENT

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

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

### 4.2 BASIS OF PAYMENT

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

# SIGN AND RETURN THIS FORM WITH YOUR BID\*

## SOLICITATION, OFFER AND BID FORM

ESCAMBIA COUNTY, FLORIDA

Submit Offers to:

Jeffrey Lovingood

Purchasing Specialist

Office of Purchasing, 2<sup>nd</sup> Floor, Room 11.101

213 Palafox Place, Pensacola, FL 32502

Post Office Box 1591, Pensacola, FL 32591-1591

Phone: 850-595-4980

Invitation to Bid

Installation, Refurbish, and Removal of  
Pavement Markings and Associated Items

Solicitation Number PD 16-17.072

### Solicitation

MAILING DATE: August 07, 2017

PRE-SOLICITATION CONFERENCE: A non-Mandatory Pre-Solicitation Conference will be held in the Office of Purchasing Conference Room, 11.407, at 213 Palafox Pl. Pensacola, FL 32502, at 3:30 PM CDT, September 19, 2017.

OFFERS WILL BE RECEIVED UNTIL: 3:00 PM CDT, October 03, 2017, and may not be withdrawn within 90 day after such date and time.

#### POSTING OF SOLICITATION TABULATIONS

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

**OFFER (SHALL BE COMPLETED BY OFFEROR) Federal Employer Identification Number or S.S.**

Number: 34-2012062

Delivery Date will be 0-10 days after receipt of Purchase Order or Work Order.

Vendor Name: Coastline Striping, Inc.

Address: 8840 Fowler Avenue

City, ST. & Zip: Pensacola, Florida 32534

Phone: (850) 477-4484

Toll Free: ( ) \_\_\_\_\_

Fax: (850) 477-4481

Terms of Payment

NET-30

Bid Bond Attached:

\$ 500.00

Jason Rence, President

(Name and Title of Person Authorized to Sign Offer)

[Signature]

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

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

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

### Bid Form

Base Bid (Subtotals from "10 Days" Column Parts I-V) \$ 20,443.50

Part VI - Night Applications Flat Rate Adder \$ 250.00

Percentage Adder 0.01

Total Bid

Performance Bond (Cost Per \$1,000.00) \$15.00

Times Number of Thousands) 20.6935

\$ 20,443.50

Performance Bond Cost = \$ 310.41

Total Bid = Base Bid  
+ Largest Adder



ITEM #	Description of Work Order Items	Unit	10 days	15-30 days*	60-120 days*
<b>PART I: APPLICATION OF PAINT MARKINGS (WHITE, YELLOW, BLUE, RED)</b>					
PO100	Skip Stripe, 4", 10'-30' Skip	GM	4.50 <sup>00</sup>	4.50 <sup>00</sup>	4.50 <sup>00</sup>
PO101	Skip Stripe, 4", 10'-30' Skip	LF	1.50	1.50	1.50
PO102	Skip Stripe, 4", 6'-10' Skip	LF	1.50	1.50	1.50
PO103	Skip Stripe, 4", 2'-4' Skip	LF	1.50	1.50	1.50
PO104	Solid Stripe, 4"	LF	1.50	1.50	1.50
PO105	Solid Stripe, 4"	GM	6.00 <sup>00</sup>	6.00 <sup>00</sup>	6.00 <sup>00</sup>
PO106	Skip Stripe, 6", 10'-30' Skip	GM	4.00 <sup>00</sup>	4.00 <sup>00</sup>	4.00 <sup>00</sup>
PO107	Skip Stripe, 6", 10'-30' Skip	LF	1.50	1.50	1.50
PO108	Skip Stripe, 6", 6'-10' Skip	LF	1.50	1.50	1.50
PO109	Skip Stripe, 6", 2'-4' Skip	LF	1.50	1.50	1.50
PO110	Solid Stripe, 6"	GM	6.50 <sup>00</sup>	6.50 <sup>00</sup>	6.50 <sup>00</sup>
PO111	Solid Stripe, 6"	LF	1.50	1.50	1.50
PO112	Solid Stripe, 12"	LF	3.00	3.00	3.00
PO113	Solid Stripe, 18"	LF	4.00	4.00	4.00
PO114	Solid Stripe, 24"	LF	5.00	5.00	5.00
PO115	Directional Arrow, Single-headed, 12SF	EA	10.00	10.00	10.00
PO116	Directional Arrow, Single-headed, 16SF	EA	45.00	45.00	45.00
PO117	Directional Arrow, Double-headed, 27SF	EA	45.00	45.00	45.00
PO118	"Bump" Pavement Message	EA	45.00	45.00	45.00
PO119	Removal "Bump Pavement Message	EA	5.00	5.00	5.00
PO120	Hump Markings (Ref: 3B-29 "A") MUTCD	EA	10.00	10.00	10.00
PO121	Hump Markings (Ref: 3B-30 "A") MUTCD	EA	15.00	15.00	15.00
PO122	Hump Markings (Ref: 3B-31 "Advance") MUTCD	EA	20.00	20.00	20.00
PO123	Combination (Ref: 3B-29 "A" & Advance) MUTCD	EA	80.00	80.00	80.00
PO124	Combination (Ref: 3B-30 "A" & Advance) MUTCD	EA	80.00	80.00	80.00
PO125	"Lane" Pavement Message	EA	13.00	13.00	13.00
PO126	"Left" Pavement Message	EA	13.00	13.00	13.00
PO127	"Merge" Pavement Message	EA	15.00	15.00	15.00
PO128	"Only" Pavement Message	EA	15.00	15.00	15.00
PO129	"Ped Xing" Pavement Message	EA	45.00	45.00	45.00
PO130	"Right" Pavement Message	EA	20.00	20.00	20.00
PO131	"RXR" Pavement Message	EA	50.00	50.00	50.00
PO132	"School" Pavement Message	EA	60.00	60.00	60.00
PO133	"Stop" Pavement Message	EA	45.00	45.00	45.00
PO134	"Yield" Pavement Message	EA	25.00	25.00	25.00
PO135	Approach Yield (Ref: 3B-14a) MUTCD	EA	15.00	15.00	15.00
PO136	Approach Yield (Ref: 3B-14b) MUTCD	EA	15.00	15.00	15.00
PO137	"Turn" Pavement Message	EA	10.00	10.00	10.00
PO138	Diamond Pavement Message	EA	5.00	5.00	5.00
PO139	Bike Symbol Pavement Message	EA	15.00	15.00	15.00
PO140	Bike Symbol "Arrow"	EA	12.00	12.00	12.00
PO141	Bike Symbol & Arrow	EA	30.00	30.00	30.00
PO142	5' Handicapped Symbol Pavement Message	EA	25.00	25.00	25.00
PO143	3' Handicapped Symbol Pavement Message	EA	15.00	15.00	15.00
PO144	Removal of Paint Markings	LF	5.00	5.00	5.00
PO145	Removal of Paint Markings	SF	10.00	10.00	10.00
PO146	Solid Stripe, 4" (BLUE)	LF	1.00	1.00	1.00
PO147	Solid Stripe, 6" (BLUE)	LF	1.00	1.00	1.00

ITEM #	Description of Work Order Items	Unit	10 days	15-30 days*	60-120 days*
PO148	Removal of Combination (Ref: 3B-29 "A" & Advance) MUTCD	EA	30.00	30.00	30.00
PO149	Removal of Combination (Ref: 3B-30 "A" & Advance) MUTCD	EA	30.00	30.00	30.00
PO150	Temporary Removal Tape 6" White	EA	4.00	4.00	4.00
PO151	Temporary Removal Tape 6" Blue	EA	4.00	4.00	4.00
PO152	Temporary Removable Tape Handicap Emblem	EA	20.00	20.00	20.00
		Sub-total	3027.00	3027.00	3027.00

**PART II: APPLICATION OF THERMOPLASTIC MARKINGS (WHITE, YELLOW, BLUE, RED)**

TO100	Skip Stripe, 4", 10'-30' Skip	GM	1600.00	1600.00	1600.00
TO101	Skip Stripe, 4", 10'-30' Skip	LF	2.00	2.00	2.00
TO102	Skip Stripe, 4", 6'-10' Skip	LF	2.00	2.00	2.00
TO103	Skip Stripe, 4", 2'-4' Skip	LF	2.00	2.00	2.00
TO104	Solid Stripe, 4"	LF	2.00	2.00	2.00
TO105	Solid Stripe, 4"	GM	3300.00	3300.00	3300.00
TO106	Skip Stripe, 6", 10'-30' Skip	GM	1600.00	1600.00	1600.00
TO107	Skip Stripe, 6", 10'-30' Skip	LF	2.00	2.00	2.00
TO108	Skip Stripe, 6", 6'-10' Skip	LF	2.00	2.00	2.00
TO109	Skip Stripe, 6", 2'-4' Skip	LF	2.00	2.00	2.00
TO110	Solid Stripe, 6"	GM	3100.00	3100.00	3100.00
TO111	Solid Stripe, 6" Audible and Vibratory	GM	3450.00	3450.00	3450.00
TO112	Solid Stripe, 6"	LF	2.00	2.00	2.00
TO113	Solid Stripe, 6" Audible and Vibratory	LF	5.00	5.00	5.00
TO114	Solid Stripe, 12"	LF	5.00	5.00	5.00
TO115	Solid Stripe, 18"	LF	5.00	5.00	5.00
TO116	Solid Stripe, 24"	LF	7.00	7.00	7.00
TO117	Directional Arrow, Single-headed, 12SF	EA	15.00	15.00	15.00
TO118	Directional Arrow, Single-headed, 16SF	EA	70.00	70.00	70.00
TO119	Directional Arrow, Double-headed,	EA	90.00	90.00	90.00
TO120	"Bump" Thermoplastic Message	EA	75.00	75.00	75.00
TO121	Removal "Bump Thermoplastic Message	EA	30.00	30.00	30.00
TO122	Hump Markings (Ref: 3B-29 "A") MUTCD	EA	150.00	150.00	150.00
TO123	Hump Markings (Ref: 3B-30 "A") MUTCD	EA	175.00	175.00	175.00
TO124	Hump Markings (Ref: 3B-31 "Advance") MUTCD	EA	150.00	150.00	150.00
TO125	Combination (Ref: 3B-29 "A" & Advance) MUTCD	EA	150.00	150.00	150.00
TO126	Combination (Ref: 3B-30 "A" & Advance) MUTCD	EA	150.00	150.00	150.00
TO127	"Lane" Thermoplastic Message	EA	40.00	40.00	40.00
TO128	"Left" Thermoplastic Message	EA	40.00	40.00	40.00
TO129	"Merge" Thermoplastic Message	EA	50.00	50.00	50.00
TO130	"Only" Thermoplastic Message	EA	50.00	50.00	50.00
TO131	"Ped Xing" Thermoplastic Message	EA	70.00	70.00	70.00
TO132	"Right" Thermoplastic Message	EA	40.00	40.00	40.00
TO133	"RXR" Thermoplastic Message	EA	120.00	120.00	120.00
TO134	"School" Thermoplastic Message	EA	100.00	100.00	100.00
TO135	"Stop" Thermoplastic Message	EA	75.00	75.00	75.00
TO136	"Yield" Thermoplastic Message	EA	40.00	40.00	40.00
TO137	Approach Yield (Ref: 3B-14a) MUTCD	EA	50.00	50.00	50.00
TO138	Approach Yield (Ref: 3B-14b) MUTCD	EA	70.00	70.00	70.00
TO139	"Turn" Thermoplastic Message	EA	40.00	40.00	40.00
TO140	Diamond Thermoplastic Message	EA	20.00	20.00	20.00
TO141	Bike Symbol Thermoplastic Message	EA	100.00	100.00	100.00

ITEM #	Description of Work Order Items	Unit	10 days	15-30 days*	60-120 days*
TO142	Bike Symbol "Arrow"	EA	50.00	50.00	50.00
TO143	Bike Symbol & Arrow	EA	150.00	150.00	150.00
TO144	5' Handicapped Symbol Thermoplastic Message	EA	70.00	70.00	70.00
TO145	3' Handicapped Symbol Thermoplastic Message	EA	50.00	50.00	50.00
TO146	Removal of Thermoplastic Markings	LF	5.00	5.00	5.00
TO147	Removal of Thermoplastic Markings	SF	10.00	10.00	10.00
TO148	Rumble Strips FDOT Index 518 (1 set)	EA	125.00	125.00	125.00
TO149	Rumble Strips FDOT Index 518 (4 sets)	EA	400.00	400.00	400.00
TO150	Solid Stripe, 4" (BLUE)	LF	6.00	6.00	6.00
TO151	Solid Stripe, 6" (BLUE)	LF	6.50	6.50	6.50
TO152	Removal of Combination (Ref: 3B-29 "A" & Advance) MUTCD	EA	80.00	80.00	80.00
TO153	Removal of Combination (Ref: 3B-30 "A" & Advance) MUTCD	EA	80.00	80.00	80.00
TO154	Removal of Thermoplastic Rumble Stripe FDOT Index 518 (1 set)	EA	80.00	80.00	80.00
TO155	Removal of Thermoplastic Rumble Stripe FDOT Index 518 (4 sets)	EA	100.00	100.00	100.00
TO156	Street Print Brand Textured Pavement, Brick, Red (w/layout & prep.)	SF	30.00	30.00	30.00
TO157	Street Print Brand Textured Pavement, Brick, Red (refurbish only)	SF	30.00	30.00	30.00
		<b>Sub-total</b>	<b>16320.50</b>	<b>16320.50...</b>	<b>16320.50...</b>
<b>PART III: LAYOUT (ONLY) FOR INSTALLATION OF PAVEMENT MARKINGS*</b>					
LO100	Skip Stripe, 4", 10'-30' Skip	GM	50.00	50.00	50.00
LO101	Skip Stripe, 4", 10'-30' Skip	LF	1.00	1.00	1.00
LO102	Skip Stripe, 4", 6'-10' Skip	LF	1.00	1.00	1.00
LO103	Skip Stripe, 4", 2'-4' Skip	LF	1.00	1.00	1.00
LO104	Solid Stripe, 4"	LF	1.00	1.00	1.00
LO105	Solid Stripe, 4"	GM	125.00	125.00	125.00
LO106	Skip Stripe, 6", 10'-30' Skip	GM	125.00	125.00	125.00
LO107	Skip Stripe, 6", 10'-30' Skip	LF	1.00	1.00	1.00
LO108	Skip Stripe, 6", 6'-10' Skip	LF	1.00	1.00	1.00
LO109	Skip Stripe, 6", 2'-4' Skip	LF	1.00	1.00	1.00
LO110	Solid Stripe, 6"	GM	125.00	125.00	125.00
LO111	Solid Stripe, 6"	LF	1.00	1.00	1.00
LO112	Solid Stripe, 12"	LF	1.00	1.00	1.00
LO113	Solid Stripe, 18"	LF	2.00	2.00	2.00
LO114	Solid Stripe, 24"	LF	2.00	2.00	2.00
LO115	Directional Arrow, Single-headed, 12SF	EA	1.00	1.00	1.00
LO116	Directional Arrow, Single-headed, 16SF	EA	5.00	5.00	5.00
LO117	Directional Arrow, Double-headed, 27SF	EA	5.00	5.00	5.00
LO118	"Bump" Thermoplastic Message	EA	5.00	5.00	5.00
LO119	Hump Markings (Ref: 3B-29 "A") MUTCD	EA	5.00	5.00	5.00
LO120	Hump Markings (Ref: 3B-30 "A") MUTCD	EA	5.00	5.00	5.00
LO121	Hump Markings (Ref: 3B-31 "Advance") MUTCD	EA	30.00	30.00	30.00
LO122	Combination (Ref: 3B-29 "A" & Advance) MUTCD	EA	30.00	30.00	30.00
LO123	Combination (Ref: 3B-30 "A" & Advance) MUTCD	EA	30.00	30.00	30.00
LO124	"Lane" Pavement Message	EA	2.00	2.00	2.00
LO125	"Left" Pavement Message	EA	2.00	2.00	2.00

ITEM #	Description of Work Order Items	Unit	10 days	15-30 days*	60-120 days*
LO126	"Merge" Pavement Message	EA	5.00	5.00	5.00
LO127	"Only" Pavement Message	EA	5.00	5.00	5.00
LO128	"Ped Xing" Pavement Message	EA	5.00	5.00	5.00
LO129	"Right" Pavement Message	EA	5.00	5.00	5.00
LO130	"RXR" Pavement Message	EA	40.00	40.00	40.00
LO131	"School" Pavement Message	EA	35.00	35.00	35.00
LO132	"Stop" Pavement Message	EA	10.00	10.00	10.00
LO133	"Yield" Pavement Message	EA	10.00	10.00	10.00
LO134	Approach Yield (Ref: 3B-14a) MUTCD	EA	5.00	5.00	5.00
LO135	Approach Yield (Ref: 3B-14b) MUTCD	EA	20.00	20.00	20.00
LO136	"Turn" Pavement Message	EA	5.00	5.00	5.00
LO137	Diamond Pavement Message	EA	5.00	5.00	5.00
LO138	Bike Symbol Pavement Message	EA	5.00	5.00	5.00
LO139	Bike Symbol "Arrow"	EA	5.00	5.00	5.00
LO140	Bike Symbol & Arrow	EA	10.00	10.00	10.00
LO141	Handicapped Symbol Pavement Message	EA	5.00	5.00	5.00
LO142	Rumble Strips FDOT Index 518 (1 set)	EA	10.00	10.00	10.00
LO143	Rumble Strips FDOT Index 518 (4 sets)	EA	40.00	40.00	40.00
		<b>Sub-total</b>	<b>783.00</b>	<b>783.00</b>	<b>783.00</b>
*Layout – Measuring and marking locations for pavement markings and associated items where none previously existed or previous locations are indiscernible.					
<b>PART IV: LAYOUT AND INSTALLATION OF REFLECTIVE PAVEMENT MARKINGS AND FLEXIBLE POST CHANNELIZERS (All Colors)</b>					
RO100	Mono-directional Reflective (RPM), (F&I)	EA	10.00	10.00	10.00
RO101	Bi-directional Reflective (RPM), (F&I)	EA	10.00	10.00	10.00
RO102	Removal, Reflective Pavement Markers	EA	1.00	1.00	1.00
RO103	Flexible Post C Delineators, 36" (F&I)	EA	25.00	25.00	25.00
RO104	Removal, Flexible Post Delineators	EA	2.00	2.00	2.00
RO105	Impact Recovery Flexible Delineators, 36" (F&I)	EA	50.00	50.00	50.00
RO106	Impact Recovery Flexible Delineators, 48" (F&I)	EA	60.00	60.00	60.00
RO107	Impact Recovery Flexible Delineators, 60" (F&I)	EA	65.00	65.00	65.00
RO108	Type IV (Diamond Grade) 6" X 12" Delineators, post type, 7ft galvanized, U-Channel (2#/ft)	EA	15.00	15.00	15.00
		<b>Sub-total</b>	<b>238.00</b>	<b>238.00</b>	<b>238.00</b>
<b>PART V: INSTALLATION, RELOCATION AND REMOVAL OF WHEEL STOPS</b>					
WO100	6' long, Concrete or Rubber Wheel Stops Anchored with 12" Drift Pins, (F&I)	EA	50.00	50.00	50.00
WO100	Relocate, 6' long, Concrete or Rubber Wheel Stops Anchored with 12" Drift Pins, in existing asphalt	EA	15.00	15.00	15.00
WO100	Remove, 6' long, Concrete or Rubber Wheel Stops Anchored with 12" Drift Pins, in existing asphalt	EA	10.00	10.00	10.00
		<b>Sub-total</b>	<b>75.00</b>	<b>75.00</b>	<b>75.00</b>

ITEM #	Description of Work Order Items	Unit	10 days	15-30 days*	60-120 days*
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**PART VI: NIGHT APPLICATION OF PAVEMENT MARKINGS AND ASSOCIATED ITEMS**

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

Work required by the County to be performed under Part VI will include a Flat Rate adder or a Percentage Rate adder by the Contractor to cover increased night-time operational costs, in addition to the line item amounts. If the Percentage amount is less than the Flat Rate amount, the Flat Rate amount would supersede the Percentage.

Note: The Flat Rate should be the minimum additional cost the contractor considers is necessary for smaller jobs to compensate for increased nighttime operational costs.

Flat Rate  
adder = \$ 250.00

Percentage  
adder = \$ 20,443.50 (x) .01 = \$ 204.44  
 Use subtotals in "10 days" column from parts I - V for this total      Enter % as a decimal (i.e. 15% = 0.15)      Percentage Adder Total

Grand Total  
(Parts I - V) = \$ 20,443.50 (+) \$ 250.00 = \$ 20,693.50  
 Use subtotals in "10 days" column from parts I - V for this total      Larger of the two adders listed above. (Select Flat Rate OR Percentage.)      Bid Total

**Definitions:**

- EA      Each
- F&I      Furnish & Installation
- GM      Gross Mile (applicable to segments one mile or greater)
- LF      Linear Feet
- MUTCD      Manual of Uniform Traffic Control Devices
- RPM      Reflective Pavement Marker
- SF      Square Foot