

SOLICITATION - OFFER - AWARD

SOLICITATION NO.: 22-T00045/TB	SOLICITATION TITLE: ANNUAL TRAFFIC MARKING SERVICES	DATE ISSUED: FEBRUARY 9, 2022	CONTRACT NO.: 22-T00045/TB
ISSUED BY: BOARD OF COUNTY COMMISSIONERS HERNANDO COUNTY, FLORIDA Steve Champion, Chairman John Allocco, Vice Chairman Beth Narverud, Second Vice Chairman Wayne Dukes Jeff Holcomb		SUBMIT BID OFFER TO: HERNANDO COUNTY PURCHASING AND CONTRACTS 15470 FLIGHT PATH DRIVE BROOKSVILLE, FL 34604 Toni Brady Chief Procurement Officer Office of Management and Budget	

SOLICITATION

SEALED OFFERS, IN TWO (2) ORIGINALS, FOR FURNISHING THE SERVICES, SUPPLIES OR EQUIPMENT DESCRIBED HEREIN WILL BE RECEIVED AT THE OFFICE OF PURCHASING AND CONTRACTS, 15470 FLIGHT PATH DRIVE, BROOKSVILLE, FL 34604, **UNTIL 3:00 P.M., LOCAL TIME ON MARCH 9, 2022.** NO BID OFFERS WILL BE ACCEPTED AFTER THE ABOVE STIPULATED DATE AND TIME. THIS IS AN ADVERTISED SOLICITATION AND THE RESPONDING BIDDERS WILL BE PUBLICLY READ IN THE PURCHASING AND CONTRACTS CONFERENCE ROOM, 15470 FLIGHT PATH DRIVE, BROOKSVILLE, FL 34604 AT **3:00 P.M. ON MARCH 9, 2022.** PURSUANT TO FS 119.071 (Current Edition), SEALED BIDS, PROPOSALS, OR REPLIES RECEIVED BY AN AGENCY PURSUANT TO A COMPETITIVE SOLICITATION ARE EXEMPT FROM INSPECTION UNTIL SUCH TIME AS THE AGENCY PROVIDES NOTICE OF AN INTENDED DECISION OR UNTIL THIRTY (30) DAYS AFTER OPENING THE BIDS, PROPOSALS, OR FINAL REPLIES, WHICHEVER IS EARLIER.


ITEM NO.	DESCRIPTION OF SERVICE/SUPPLIES/EQUIPMENT	QTY	UNIT	UNIT PRICE	TOTAL AMOUNT
1	FOR PROVIDING TRAFFIC MARKING SERVICES TO THE HERNANDO COUNTY DEPARTMENT OF PUBLIC WORKS. SUBMIT PRICING ON BID FORM IN SECTION VI <u>PLEASE SUBMIT TWO (2) ORIGINAL SIGNED DOCUMENTS.</u> (SEE ATTACHED SPECIFICATIONS)	XXXX	XXXX	XXXXXXXX	\$ <u>1,712,985.00</u>

OFFER

(TERMS, CONDITIONS AND SPECIFICATIONS ARE INCLUDED AS PARTS HEREOF)

IN COMPLIANCE WITH THE ABOVE, THE UNDERSIGNED, BEING DULY AUTHORIZED TO SIGN THIS BID FOR THE BIDDER, AGREES THAT IF THIS OFFER IS ACCEPTED WITHIN **NINETY (90) DAYS** FROM THE BID OPENING DATE, TO FURNISH TO HERNANDO COUNTY ANY AND ALL ITEMS FOR WHICH PRICES ARE OFFERED IN THIS BID SOLICITATION AT THE PRICE(S) SO OFFERED, DELIVERED AT DESIGNATED POINT(S), WITHIN THE TIME PERIOD SPECIFIED, AND AT THE TERMS AND CONDITIONS SO STIPULATED IN THE SOLICITATION FOR BIDS.

DISCOUNT FOR PROMPT PAYMENT: % 10 CALENDAR DAYS % 20 CALENDAR DAYS % CALENDAR DAYS

BIDDER'S INFORMATION	NAME AND TITLE OF PERSON AUTHORIZED TO SIGN BID OFFER:	
Company Name <u>AKKA LLC</u>	BIDDER'S SIGNATURE 	OFFER DATE
Address <u>4603 Reece Rd</u>		3-8-22
City <u>Plant city, FL 33566</u>		
City <u>813-752-4471</u> State <u>FL</u> Zip Code <u>33566</u> <u>813-752-2357</u>		
Phone Number	Fax Number	Email Address

jsmith@akka.com

AWARD

(TO BE COMPLETED BY COUNTY)


REVIEWED FOR LEGAL SUFFICIENCY: 1/28/22	LR NO.: 2022-47-1	BY: Kyle Benda
ACCEPTED AS TO ITEM(S) NO:	AMOUNT:	ACCOUNTING CODE:
SUBMIT INVOICES TO: HERNANDO COUNTY DEPARTMENT OF PUBLIC WORKS 1525 EAST JEFFERSON STREET BROOKSVILLE, FL 34601	NAME AND TITLE OF PERSON AUTHORIZED TO SIGN ACCEPTANCE AND AWARD FOR THE COUNTY:	
	Steve Champion, Chairman	AWARD DATE:
	SIGNATURE: 	<u>04-26-2022</u>

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INVITATION TO BID

NOTICE IS HEREBY GIVEN that the Board of County Commissioners of Hernando County, Florida, is accepting Bids for:

TERM CONTRACT ITB NO. 22-T00045/TB

FOR

TRAFFIC MARKING SERVICES

Hernando County Board of County Commissioners are soliciting Vendors/Contractors active in traffic marking services.

Sealed Bid offers as two (2) originals for furnishing the above will be received and accepted up to 3:00 PM (local time), **March 9, 2022**, in the Hernando County Purchasing and Contract's office. Bids shall be plainly marked on the outside of a sealed envelope/container with: Bidder's Name, Address, and Bid Name and Bid Number. Bids are to be submitted to:

Physical Address:

Hernando County Purchasing and Contracts
15470 Flight Path Drive
Brooksville, FL 34604

The Board of County Commissioners of Hernando County, Florida reserves the right to accept or reject any or all Bids and waive informalities and minor irregularities in offers received in accordance with the Bid documents and the Hernando County Procurement Ordinance.

Interested firms may secure the Bid documents and plans and drawings and all other pertinent information by visiting the website of Bid Net at www.bidnetdirect.com For additional project information, please visit the Hernando County Board of County Commissioners Purchasing and Contracts Department at www.hernandocounty.us, or by calling Bid Net at (800) 835-4603 or the Purchasing and Contracts Department at (352) 754-4020.

Purchasing and Contracts Department will post addenda on Bid Net at www.bidnetdirect.com to all questions in accordance with the Solicitation Instructions. **It is the responsibility of prospective Bidders to visit the Bid Net at www.bidnetdirect.com to ensure that they are aware of all Addenda issued relative to this solicitation.**

Pursuant to Florida Statutes 119.071 (Current Edition) Sealed Bids, Proposals, or replies received by an agency pursuant to a competitive solicitation are exempt from inspection until such time as the agency provides notice of an intended decision or until thirty (30) days after opening the Bids, Proposals, or final replies whichever is earlier.

BOARD OF COUNTY COMMISSIONERS
HERNANDO COUNTY



TONI BRADY
CHIEF PROCUREMENT OFFICER, HERNANDO COUNTY

NOTICE TO BIDDERS

To ensure that your Bid is responsive, you are urged to request clarification or guidance on any issues involving this solicitation before submission of your response. Your point-of-contact for this solicitation is Tim Bertulli, Purchasing Agent I, Purchasing and Contracts Department, at (352) 754-4020 or email at purchasing@hernandocounty.us and tbertulli@hernandocounty.us.

SECTION II – SOLICITATION INSTRUCTIONS

1. **DEFINITION OF TERMS:** Where the following terms, or their pronouns, occur herein, the intent and meaning shall be as follows:
 - 1.1. **BIDDER:** The term "Bidder" used herein refers to the dealer/manufacturer or business organization submitting a Bid to the County in response to this solicitation.
 - 1.2. **CONTRACT:** The Agreement executed by the Owner and Vendor/Contractor for the performance of work and the other documents (plans, specifications, notice to Bidders, proposal, surety bonds, addenda and other documents) whether attached thereto or not.
 - 1.3. **COUNTY:** The Board of County Commissioners, Hernando County, or its duly authorized representative.
 - 1.4. **MODIFICATION/AMENDMENT/CHANGE ORDER:** Shall mean the written order to the Vendor/Contractor signed by the Vendor/Contractor and County authorizing an addition, deletion, or revision in the goods, services and/or work to be provided under the Contract Documents or an adjustment in the Contract Price issued after Contract award.
 - 1.5. **OWNER:** Hernando County Board of County Commissioners (County).
 - 1.6. **VENDOR/CONTRACTOR:** The Bidder awarded a Contract by the County for the furnishing of goods or services.

2. **AVAILABILITY OF BIDDING DOCUMENTS:**
 - 2.1. Interested firms may secure Bid documents, plans, drawings, site locations, and other pertinent information by visiting the website of www.bidnetdirect.com. For additional information please contact the Hernando County Board of County Commissioners, Purchasing and Contracts Department at (352) 754-4020 or by calling Bid Net at (800) 835-4603.

3. **PREPARATION OF BID:** To ensure acceptance of your Bid, please follow these instructions:
 - 3.1. Interested firms are to submit two (2) original Bid responses. All Bid sheets including this form must be executed and submitted in a sealed envelope. **The face of the envelope shall contain Bidder's Name, Address, and Bid Name and Bid Number.** All Bids are subject to the conditions specified herein. Those which do not comply with these conditions may be declared non-responsive and subject to rejection.

Submit bids to:
 Hernando County Purchasing and Contracts Department
 15470 Flight Path Drive
 Brooksville, Florida 34604
 BID NUMBER (ITB NO. 22-T00045/TB)
 - 3.2. The responsibility for delivering the Bid to the County on or before the stated time and date will be solely and strictly the responsibility of the Bidder. The County will be in no way responsible for delays caused by the U.S. Postal Services, any courier system, or any other occurrence.
 - 3.3. Bids must be typed or printed in ink. All corrections made by the Bidder prior to the opening must be initialed and dated by the Bidder. No changes or corrections will be allowed after Bid opening.
 - 3.4. Bids must contain a manual signature of an authorized representative of the company. Telegraphic or facsimile Bids **will not be accepted.**
 - 3.5. It is the Bidder's responsibility to assure that the Bid is delivered at the proper time and location. Bids which are received after the Bid opening time will be returned unopened to the Bidder.

- 3.6. Bidders are expected to make all investigations necessary to thoroughly inform themselves regarding all drawings, specifications, delivery requirements, performance requirements, site locations and all solicitation instruction to satisfy themselves of conditions affecting submission of their Bid and the terms and cost of performing the Contract. No pleas of ignorance by the Bidder of conditions that exist or may hereafter exist as a result of failure or omission on the part of the Bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the Contract documents, will be accepted as a basis of varying the requirements of the County or the compensation of the Bidder. Bidder agrees that submittal of a Bid for the work is prima facie evidence he/she (they) have conducted such examinations.
- 3.7. No material, labor, or facilities will be furnished by the County unless specifically stated.
- 3.8. Blank spaces in the Bid must be properly filled in and the phraseology of the Bid must not be changed. Additions must not be made to items mentioned therein and any unauthorized conditions, limiting any provision, attached to a Bid shall render irregular and may cause the response to be found non-responsive and subject to rejection.
- 3.9. No responsibility shall attach to Hernando County, the Clerk of Circuit Court, or any official or employee thereof, for the pre-opening of, post opening of, or failure to open, a Bid not properly addressed and identified.
4. **TIMETABLE:**
- | | |
|--------------------------------|--|
| Date of Distribution: | FEBRUARY 9, 2022 |
| Last Date of Inquiries: | FEBRUARY 25, 2022, at 5:00 P.M. |
| Bids Due: | MARCH 9, 2022, at 3:00 P.M. |
5. **MANDATORY PRE-BID CONFERENCE:** N/A
6. **BID OPENING:** Bids that are not received in a timely manner by this specific office will not be accepted. Bids will be opened immediately after this date and time and will remain binding upon the Bidder for a period of ninety (90) days thereafter. Pursuant to Florida Statutes 119.071 (Current Edition) Sealed Bids, Proposals, or replies received by an agency pursuant to a competitive solicitation are exempt from inspection until such time as the agency provides notice of an intended decision or until thirty (30) days after opening the Bids, Proposals, or final replies whichever is earlier.
7. **QUESTIONS REGARDING SPECIFICATIONS OR BIDDING PROCESS:** To ensure fair consideration for all Bidders, the County prohibits communication to or with any department, division or employee during the Bid process, except as provided below:
- 7.1. All questions relative to interpretation of the specifications or the Bid process shall be addressed in writing as indicated below, in ample time prior to the period set for submittal and opening of the Bids.
- 7.2. Any interpretation or clarification made to prospective Bidders will be expressed in the form of an addendum to the specifications which, if issued will be posted on the www.bidnetdirect.com. **Oral answers will not be authoritative.**
- 7.3. It will be the responsibility of the Bidder to visit www.bidnetdirect.com to ensure they are aware of all Addenda issued for this solicitation.
- 7.4. Questions must be submitted via e-mail to purchasing@hernandocounty.us or faxed to (352) 754-4199. Questions will only be accepted through the period specified in the Bid documents.
- 7.5. All Addenda must be acknowledged by signing and submitted with the Bid. Failure to acknowledge any Addenda may render the Vendor/Contractor's Bid as non-responsive and subject to rejection.
8. **COMMUNICATION:** There shall be no communication between the Vendor/Contractor, their employees or Sub-Contractors and County employees and elected officials (hereafter referred to as "County Representative"), except through the Purchasing and Contracts Department. Any attempt to communicate

with any County Representative outside the Purchasing and Contracts Department will be considered a violation of the Purchasing Policy and may result in the rejection of your Bid.

9. **WITHDRAWAL OF BIDS:** Bids may be withdrawn by written request received from Bidders prior to the time fixed for opening. Negligence on the part of the Bidder in preparing the bid confers no right for the withdrawal of the Bid after it has been opened. Faxed or electronically mailed withdrawals will not be recognized.
10. **BID PROTESTS:** Any Bidder who protests the Bid specifications or Award or Intent to Award, must file with the County a notice of protest and formal written protest in compliance with Chapter 28-110, Florida Administrative Code (Current Edition), and applicable provisions in Section 120.57, F.S. (Current Edition). Failure to timely file such documents will constitute a waiver of proceedings under Chapter 120, F.S. (Current Edition). Failure to file a protest within the time prescribed in section 120.57(3), F.S. (current edition), or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under chapter 120, F.S. (current edition).

SECTION III – GENERAL CONDITIONS

11. CONTRACT PERIOD:

- 11.1. The Contract resulting from this solicitation shall be a term Contract for the time period specified herein. During the specified time period, the County may order services/supplies as the requirements generate and the Vendor/Contractor will deliver the services/supplies ordered. It is understood that the County is not obligated to purchase any specific amount of services/supplies under this Agreement.
- 11.2. The period of the Contract shall extend for three (3) years effective from date of award.
- 11.3. **Renewal Option (Unilateral):** At the sole option of the County, through the Board of County Commissioners or Chief Procurement Officer or Designee, this Contract may be unilaterally renewed, for two (2) additional one (1) year periods at the same prices, terms and conditions. The County alone will determine whether or not this renewal option will be exercised based on its convenience and its best interest. The County will notify the Vendor/Contractor, in writing, no later than thirty (30) days prior to expiration of its decision to exercise this Contract renewal option and/or options. Any request by the Vendor/Contractor for consideration of a price adjustment must be submitted in writing to the County at the time of County notice of its decision to exercise Contract renewal (this provision), and Contractor must provide written evidence based on increased costs to the Vendor/Contractor. Documentation of these increases must be furnished to the County upon request. Any price adjustment (increase or decrease) approved by the County shall impose upon the Vendor/Contractor the requirement to advise and extend to the County price reductions when costs similarly decrease.
- 11.4. Either party may cancel this Contract, in whole or in part, by giving ninety (90) days prior notice in writing. However, the Vendor/Contractor shall not be authorized to exercise this cancellation option during the first one-hundred eighty (180) days of the Contract. The number of days within which, or the dates by which, the work is to be substantially completed and ready for final payment are set forth in the Agreement.

12. BID PRICE/SUBMITTAL REQUIREMENTS:

- 12.1. The prices Bid shall remain firm during the period of the Contract. The prices Bid shall be inclusive of all labor, equipment, and materials as specified within this solicitation. The price Bid constitutes the total compensation payable to the Vendor/Contractor for performing the work.
- 12.2. Unless otherwise stated, the prices Bid shall include all costs of packing, transporting, delivery, and services to the designated point within Hernando County.
- 12.3. The Bidder hereby certifies that this Bid is made without prior understanding, Agreement, or connection with any corporation, firm, or person submitting a Bid for the same materials, supplies, services, or equipment and is in all respects fair and without collusion or fraud. Further, the Bidder

hereby agrees to abide by all terms and conditions of this Bid and certifies that the person executing the Bid Form is authorized to sign this Bid for the Bidder.

- 12.4. Unit prices shall be shown and where there is an error in extension of price, the unit price shall govern.
- 12.5. The Bidder warrants that the prices of the items set forth herein do not exceed those charged by the Bidder under a Contract with the State of Florida or any of its agencies.
- 12.6. Bidder must submit the solicitation document in its entirety, including the Solicitation-Offer-Award cover sheet, Bid Specifications, Bid Form and all required Forms/Certifications. Failure to submit these forms may render its Bid as non-responsive.

13. QUALIFICATION OF BIDDERS:

- 13.1. This Bid shall be awarded to a responsive, responsible bidder, qualified by experience to provide the work specified. The Bidder will submit the following information with his/her Bid:
 - 13.1.1. List and brief description of substantially similar work (size and scope) for at least three (3) references of firms, and/or governmental agencies/entities satisfactorily completed with location, dates of Contract, names, addresses, telephone numbers and email addresses of owners by completing the reference sheets attached in Section VII. These references must be for work performed within the past three (3) years.
 - 13.1.2. List of equipment and facilities available to do work.
 - 13.1.3. List of personnel, by name and title, contemplated to perform the work.
 - 13.1.4. Failure to submit this information may be cause for rejection of your Bid.

14. BID EVALUATION AND AWARD:

- 14.1. Bid evaluation will be based on price, conformance with specifications and the Bidder's ability and resources to perform the Contract in accordance with the terms and conditions required. Bidders must submit all data necessary to evaluate and determine the quality of the item(s) and/or services they are Bidding. A Vendor/Contractor shall not be qualified to bid when investigation by the Chief Procurement Officer of that Vendor/Contractor is either delinquent on a previously awarded contract or in litigation with Hernando County on a previously awarded Contract.
- 14.2. The County reserves the right to make multiple awards to the lowest, responsive and responsible Bidders based on group or the unit item price, whichever is the most advantageous to the County. However, the County reserves the sole right to reject any and all Bids in accordance with the Hernando County Procurement Ordinance.
- 14.3. If two (2) or more fully responsive, responsible Bids are received for the same total amount or unit price, quality and service being equal, the County reserves the right to award the Contract to the Bidder whose place of business is located within the boundaries of Hernando County, Florida. Should tie Bids, as described above, be received from either two (2) or more Hernando County Bidders or from non-local Bidders when no Hernando County Bidder has submitted a tie Bid, then the Board of County Commissioners shall award the Contract to one (1) Vendor/Contractor by drawing lots in a public meeting.
- 14.4. The County shall be the sole judge as to the relative merits of the Bids received.
- 14.5. If a separate written Contract is not required by the County; a written letter of award, mailed or otherwise furnished to the successful Bidder, shall result in a binding Contract without further action by either party.

- 14.6.** Discounts for payments within less than twenty (20) days will not be considered in evaluation of Bids, however, offered discounts will be taken for less than twenty (20) days if payment is made within the discount period.

15. LOCAL PREFERENCE:

- 15.1. Purpose and Findings:** These provisions apply to purchases using Formal Bid, Request for Proposals or Quotes. The County annually spends significant dollars on purchasing personal property, materials, and services, and in constructing improvements to real property or existing structures. The dollars used in making those purchases are derived, in large part, from taxes, fees and utility revenues paid by businesses located within Hernando County, and the County Commission has determined that funds generated in the community should, to the extent possible, be placed back into the local economy. Therefore, the County Commission has determined that it is in the best interest of the County to give a preference to local businesses in making such purchases whenever the application of such a preference is reasonable in light of the dollar-value of Bids and Quotes received in relation to such expenditures.

15.2. Application:

- 15.2.1.** In Bidding for, or letting Contracts for procurement of supplies, materials, equipment, and services, as described in the purchasing policies of the County, the Board of County Commissioners may give a preference to local businesses in making purchases or awarding Contracts in an amount not to exceed:

15.2.1.1. Five percent (5%) of the local business' total Bid price if the cost differential does not exceed \$10,000.00 for procurement activities in amounts over \$35,000.00, or

15.2.1.2. Three percent (3%) if the cost differential does not exceed \$1,000.00 for procurement activities in amounts more than \$10,000.00, but less than \$35,000.

- 15.2.2.** The total Bid price shall include not only the base Bid price, but also all alterations to the base Bid price resulting from alternates which were both part of the Bid and actually purchased or awarded by the Board of County Commissioners.

- 15.2.3.** In the case of requests for proposals or qualification, letters of interest, or other solicitations and competitive negotiations and selections in which objective factors are used to evaluate the responses, local businesses shall be assigned five percent (5%) of the total points of the total evaluation points.

15.3. Definitions:

- 15.3.1.** Local Vendor means a person or business entity which has maintained a permanent place of business with full-time employees within Hernando County for a minimum of twelve (12) months prior to the date Bids or Quotes were received for the purchase or Contract at issue, and which generally provides from such permanent place of business the kinds of goods or services solicited, and which at the time of the solicitation fully complies with the Local Vendor eligibility identified below.

- 15.3.2.** Local Vendor Affidavit of Eligibility shall accompany the Quotation or Bid submittal in order to be considered valid and shall include, but not be limited to, the following current information:

15.3.2.1. A physical business and location address;

15.3.2.2. Proof of payment of real property tax due to Hernando County;

- 15.3.2.3.** A copy of the firm's most recent annual corporation report to the Florida Division of Corporations;
- 15.3.2.4.** Any additional information necessary to verify Local Vendor status.
- 15.4.** Competitive Bids/Quotes: The County reserves the exclusive right to compare, contrast and otherwise evaluate the qualifications, character, responsibility and financial qualifications of all persons, firms, partnerships, companies or corporations submitting formal Bids or formal Quotes in any procurement for goods and services when making an award in the best interests of the County.
- 15.5.** Exemptions:
- 15.5.1.** Purchases resulting from exigent emergency conditions where any delay in completion or performance would jeopardize public health, safety, or welfare of the citizens of the County, or where in the judgment of the County the operational effectiveness or a significant County function would be seriously threatened if a purchase was not made expeditiously.
- 15.5.2.** Purchases with any sole source supplier for supplies, materials, or other equipment.
- 15.5.3.** Purchases made through cooperative purchasing arrangements utilized by the Purchasing and Contracts Department as identified in the Purchasing Policy.
- 15.5.4.** Purchases that are funded in whole or in part by assistance from any federal, state, or local agency where the program guidelines do not permit local preference.
- 15.5.5.** Purchases with an estimated cost of less than \$10,000.00 or less.
- 15.6.** Appeal: If an application for a "Local Contractor/Vendor" designation is denied, the applicant may appeal such decision to the County Administrator for review and further consideration.
- 16. HOURS:** See Paragraph 74.13.
- 17. WARRANTIES:** The Bidder agrees that the supplies and services furnished under this award shall be covered by the most favorable commercial warranties the Bidder gives to any customer for comparable quantities of such supplies or services and that the rights and remedies provided herein are in addition to and do not limit any rights afforded to the County by any other provision of this award.
- 18. DELIVERY AND ACCEPTANCE:**
- 18.1.** The County will order services by issuance of a Hernando County Numbered Purchase Order (PO). Each Purchase Order will specify the Scope of Work, Location and Date(s) for service required.
- 18.2.** Receipt of services/supplies shall not constitute acceptance. Final acceptance and authorization of payment shall be given only after thorough inspection indicates that the services/supplies delivered meet Bid specifications and conditions. Should the services/supplies differ in any respect from the specifications, payment will be withheld until such time as the Vendor/Contractor takes necessary correction action. If the proposed corrective action is not acceptable to the County, final acceptance of the services may be refused, in which case the services shall remain the property of the Vendor/Contractor and the County shall not be liable for payment for any portion thereof.
- 18.3.** Unless otherwise specified, services shall be performed as described in these Contract documents.
- 18.4.** Vendor/Contractor(s) shall not commence work prior to the County's receipt and acceptance of the Certification of Insurance, and any other required documents/certificates as specified by these Contract documents.
- 19. REJECTION OF BID:** The County reserves the sole right to reject any and all Bid submissions. Bids which are incomplete, unbalanced, conditional, obscure or which contain additions not required, or irregularities of

any kind, or which do not comply with every aspect of this solicitation, may be rejected at the option of the County. A Bidder/Contractor shall not be qualified to bid when an investigation by the Chief Procurement Officer finds the Bidder/Contractor delinquent on a previously awarded Contract or in litigation with a Hernando County previously awarded Contract.

20. **MINOR INFORMALITIES AND IRREGULARITIES:** Hernando County has the right to waive minor defects or variations of a Bid from the exact requirements of the specifications that do not affect price, quality, quantity, delivery, or performance time of the services being procured. If insufficient information is submitted by a Bidder with the Bid for Hernando County to properly evaluate the Bid, Hernando County has the sole right to require such additional information as it may deem necessary after the time set for receipt of Bids, provided that the information requested does not change the price, quality, quantity, delivery or performance time of the services being procured. The Board of County Commissioners reserves the sole right to reject any or all Bids in whole or in part; to award by any item, group(s) of items or in the aggregate whichever is most advantageous to the County.
21. **NON-EXCLUSIVE CONTRACT:** Award of a Contract resulting from this Bid imposes no obligation on the County to utilize the Vendor/Contractor for all work of this type, which may develop during the Contract period. This is not an exclusive Contract. The County specifically reserves the right to Contract with another company for similar work if it deems such action to be in the County's best interest.
22. **NON-PERFORMANCE:**
- 22.1. Time is of the essence in this Contract and failure to deliver the services specified within the time period required shall be considered a default.
- 22.1.1. In case of default, the County may procure the services from other sources and hold the Vendor/Contractor responsible for all costs occasioned thereby and may immediately cancel the Contract. The Chief Procurement Officer (CPO) reserves the sole right to impose and debar Vendor/Contractors, as a direct result of Vendor/Contractor default and termination for a period of twelve (12) months to twenty-four (24) months depending upon the severity of the default resulting in Contract termination. The Vendor/Contractor and its sureties (if any) shall be liable for any damage to the County resulting from the Vendor/Contractor's default of the Contract. This liability includes any increased costs incurred by the County in completing Contract performance.
23. **ASSIGNMENT:** The successful Bidder is required to perform this Contract and may not assign, transfer, convey, sublet or otherwise dispose of any award or any or all of its rights, title, or interest therein, or the resulting Contractual Agreement in whole or in part without prior written authorization given at the sole discretion of Hernando County.
24. **PUBLIC ENTITY CRIMES:** Any person submitting a Bid or Proposal in response to this Invitation to Bid certifies that they are aware of, and in compliance with, all requirements under Section 287.133, Florida Statutes (Current Edition), on Public Entity Crimes. Bidders must complete and return with its Bid the Sworn Statement to Public Entity Crimes Form attached in these Bid documents.
25. **LICENSES AND PERMITS:** Prior to furnishing the requested product(s) or service(s), it shall be the responsibility of the awarded Vendor/Contractor to obtain, at no additional cost to Hernando County, any and all licenses and permits required to complete this Contractual service. These licenses and permits shall be readily available for review by the Chief Procurement Officer or his/her designee.
26. **LAWS, REGULATIONS, PERMITS AND TAXES:** Vendor/Contractor shall comply with County's jobsite procedures and regulations and with all applicable local, state and federal laws, rules and regulations and shall obtain all permits required for any of the work performed hereunder. Vendor/Contractor shall procure and pay for all permits and inspections required for any of the work performed hereunder and shall furnish any bonds, security or deposits required to permit performance of the work. Vendor/Contractor shall, to the extent permissible under applicable law, comply with the jobsite provisions which validly and lawfully apply to work on the specific jobsite being performed under this Contract. **The County of Hernando is exempt from Federal Excise Taxes and all Sales Taxes.**

27. MODIFICATIONS/AMENDMENTS AND CHANGE ORDERS: Without invalidating the Contract, the County may, at any time or from time to time, through its Chief Procurement Officer (CPO) or designee, order additions, deletions or revisions in the Work, the same being authorized by Change Order or Contract Modification/Amendment. The cumulative total of Change Orders and/or Modifications/Amendments to this Contract under \$35,000.00 (cap) will be approved by the CPO or its designee. Once the \$35,000.00 cap is reached, all other additions, or revisions to this Contract that exceed the "cap" are subject to approval by the Hernando County Board of County Commissioners through Board Agenda Item. Only upon receipt of a Change Order, or Modification/Amendment executed by the Contractor and County (subject to approval by the CPO and/or Board of County Commissioner – as applicable) shall the Contractor be authorized to proceed with the Work involved. All such work shall be executed under the applicable terms and conditions contained in the Contract Documents. In addition;

- a) The County will execute an appropriate Modification/Amendment to the Contract if such Modification/Amendment to the Contract is approved by the CPO or Board of County Commissioners (as approvable) and,
- b) It is the Contactor's responsibility to notify its Surety of any changes affecting the general scope of the Work/Services or change of the Contract Price, and amount of the applicable Bond(s) shall be adjusted accordingly.

28. TAXES:

28.1. The Board of County Commissioners, Hernando County, Florida, has the following tax exemption certificates assigned:

Florida Sales & Use Tax Exemption Certificate No. 85-8012556945C-8,
effective 1/31/2019 – expiring on 1/31/2024.

28.2. This exemption does not apply to purchases of tangible personal property made by Vendor/Contractor(s) who use the tangible personal property in the performance of Contracts for improvements of County owned real property (Chapters 192 and 212, F.S. (Current Edition) and applicable rules of the Department of Revenue).

29. MANUFACTURERS' NAME AND APPROVED EQUIVALENTS: Manufacturers' names, trade names, brand names, information and/or catalog number listed in a specification are for informational purposes only and are not intended to limit competition. Said listing is for the purpose of item identification and to establish standards for quality; style and features. Bids on equivalent items will be considered unless items are noted as no substitutes. The Bidder may offer any brand for which he/she/it is an authorized representative, which meets or exceeds the specifications for any item(s). If Bids are based on equivalent products, indicate on the Bid Form the manufacturers' name and catalog number. Bidder shall submit with his/her/its Bid, cuts, sketches, and descriptive literature and/or specifications. The Bidder should also explain in detail the reasons(s) why and submit proof that the proposed equivalent will meet the specifications and not be considered an exception thereto. Hernando County Board of County Commissioners reserves the sole right to be the sole judge of what is equal and acceptable. Bids which do not comply with these requirements may be found non-responsive and subject to rejection. If Bidder fails to name a substitute, it will be assumed that he/she/it is bidding on, and will be required to furnish goods identical to the Bid standard as specified.

30. LITIGATION/WAIVER OF JURY TRIAL: This Agreement shall be governed by and construed according to Florida law. Venue for any dispute or formal litigation concerning this Agreement shall be in the appropriate court with territorial jurisdiction over Hernando County, Florida. In the event of a dispute or litigation, each party to such dispute or litigation shall be solely responsible for its own attorneys' fees and costs. This Agreement shall not be construed for or against any party hereto, without regard to which party is wholly or partly responsible for its drafting. Each party acknowledges that it is aware of and has had the opportunity to seek advice of counsel of its choice with respect to its rights to trial by jury, and each party, for itself and its successors, creditors, and assigns, does hereby expressly and knowingly waive and release all such rights to trial by jury in any action, proceeding or counterclaim brought by any party hereto against the other (and/or against its officers, directors, employees, agents, or subsidiary or affiliated entities) on or

with regard to any matters whatsoever arising out of or in any way connected with this Contract and/or any other claim of injury or damage.

31. **TERMINATION:**

31.1. Termination for Default:

31.1.1. The County may, by written notice to the Vendor/Contractor, terminate this Contract for default in whole or in part (delivery orders, if applicable) if the Vendor/Contractor fails to:

31.1.1.1. Provide products or services that comply with the specifications herein or fails to meet the County's performance standards.

31.1.1.2. Deliver the supplies or to perform the services within the time specified in this Contract or any extension.

31.1.1.3. Make progress so as to endanger performance of this Contract.

31.1.1.4. Perform any of the other provisions of this Contract.

31.1.2. Prior to termination for default, the County will provide adequate written notice to the (Vendor/Contractor) through the Chief Procurement Officer, Purchasing and Contracts, affording him/her the opportunity to cure the deficiencies or to submit a specific plan to resolve the deficiencies within ten (10) days (or the period specified in the notice) after receipt of the notice. Failure to adequately cure the deficiency shall result in termination action and possible debarment. Such termination may also result in suspension or debarment of the Vendor/Contractor for a period of twelve (12) to twenty-four (24) months depending upon the severity of the Vendor/Contractor action that caused the default in accordance with the County's Procurement Ordinance. The Vendor/Contractor and its sureties (if any) shall be liable for any damage to the County resulting from the Vendor/Contractor's default of the Contract. This liability includes any increased costs incurred by the County in completing Contract performance.

31.1.3. In the event of termination by the County for any cause, the Vendor/Contractor will have, in no event, any claim against the County for lost profits or compensation for lost opportunities. After a receipt of a Termination Notice and except as otherwise directed by the County the Vendor/Contractor shall:

31.1.3.1. Stop work on the date and to the extent specified.

31.1.3.2. Terminate and settle all orders and Sub-Contracts relating to the performance of the terminated work.

31.1.3.3. Transfer all work in process, completed work, and other materials related to the terminated work as directed by the County.

31.1.3.4. Continue and complete all parts of that work that have not been terminated.

31.1.4. If the Vendor/Contractor's failure to perform the Contract arises from causes beyond the control and without the fault or negligence of the Vendor/Contractor, the Contract shall not be terminated for default. Examples of such causes include (1) acts of God or the public enemy, (2) acts of a government in its sovereign capacity, (3) fires, (4) floods, (5) epidemics, (6) strikes and (7) unusually severe weather.

31.2. Termination for Convenience: The County, by written notice, may terminate this Contract, in whole or in part, when it is in the County's interest. If this Contract is terminated, the County shall be liable only for goods or services delivered and accepted. The County Notice of Termination may provide the Vendor/Contractor ninety (90) days prior notice before it becomes effective. A termination for

convenience may apply to individual delivery orders, purchase orders or to the Contract in its entirety.

- 32. FISCAL NON-FUNDING:** In the event sufficient budgeted funds are not available for a new fiscal period, the County must notify the Vendor/Contractor of such occurrence and Contract shall terminate on the last day of current fiscal period without penalty or expense to the County.
- 33. USE OF CONTRACT BY OTHER GOVERNMENT AGENCIES:**
- 33.1.** At the option of the Vendor/Contractor, the use of the Contract resulting from this solicitation may be extended to other governmental agencies, including the State of Florida, its agencies, political subdivisions, counties, and cities.
- 33.2.** Each governmental agency allowed by the Vendor/Contractor to use this Contract shall do so independent of any other governmental entity. Each agency shall be responsible for its own purchases and shall be liable only for goods or services ordered, received and accepted. No agency receives any liability by virtue of this Bid and subsequent Contract award.
- 34. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION:** By submission of this Bid, the Bidder certifies, and in the case of a Joint Bid, each party thereto certifies as to its own organization, that in connection with this procurement:
- 34.1.** The prices in this Bid have been arrived at independently, without consultation, collusion, communication, or Agreement for the purpose of restricting competition, as to any matter relating to such prices with any other Bidder or with any competitor.
- 34.2.** Unless otherwise required by law, the prices which have been quoted in this Bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to opening, directly or indirectly to any other Bidder or to any competitor.
- 35. INTERIM EXTENSION OF PERFORMANCE:** If it is determined that interim performance is required to allow for the solicitation and award of a new Contract, the County may unilaterally extend the Contract for a maximum period of up to six (6) months. Current pricing, delivery and all other terms and conditions of the Contract shall apply during this interim period.
- 36. COMPETENCY OF BIDDERS:** The County reserves the right to make such investigations as they may deem necessary to establish the competency and financial ability of any Bidder to perform the work; and if after investigation, the evidence of his competency or financial ability is not satisfactory, the County reserves the right to reject his/her/its Bid.
- 37. MAINTENANCE OF RECORDS:** The Vendor/Contractor will keep adequate records and supporting documents applicable to this Contract. Said records and documentation will be retained by the Vendor/Contractor for a minimum of five (5) years from the date of final payment on this Contract. The County and its authorized agents shall have the right to audit, inspect and copy records and documentation as often as the County deems necessary during the period of this Contract and a period of five (5) years after completion of Contract performance; provided however, such activity shall be conducted only during normal business hours. The County during the period of time defined by the preceding sentence, shall also have the right to obtain a copy of and otherwise inspect any audit made at the direction of the Vendor/Contractor as concerns the aforesaid records and documentation. Pursuant to Section 119.0701 (Current Edition), Florida Statutes, Consultant/Firm shall comply with the Florida Public Records' laws and shall:
- 37.1.** Keep and maintain records that ordinarily and necessarily would be required by the public agency in order to perform the service;
- 37.2.** Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in Chapter 119, F.S. (Current Edition), or as otherwise provided by law.
- 37.3.** Ensure that public records that are exempt or confidential and exempt from public records disclosure

requirement are not disclosed except as authorized by law; and,

- 37.4.** Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the Consultant/Firm upon termination of the Contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency.
- 37.5.** Failure to comply with this section shall be deemed a breach of the Contract and enforceable as set forth in Section 119.0701, Florida Statutes (Current Edition).

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES (CURRENT EDITION), TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 352-754-4020, PURCHASING@HERNANDOCOUNTY.US, WITH AN OFFICE LOCATED AT 15470 FLIGHT PATH DRIVE, BROOKSVILLE, FL 34604.

Per Florida Statute 20.055(5) (Current Edition), it is the duty of every state officer, employee, agency, special district, board, commission, Contractor, and Sub-Contractor to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing pursuant to this section.

38. PAYMENT:

- 38.1.** Payment for services received will be accomplished by submission of an invoice, in duplicate, with purchase order number referenced thereon at the completion of each specified job. Said invoice(s) shall be submitted to:

HERNANDO COUNTY DEPARTMENT OF PUBLIC WORKS
1525 EAST JEFFERSON STREET
BROOKSVILLE, FL 34601

- 38.2.** Each invoice shall give a detailed breakdown of the services provided.
- 38.3.** The Vendor/Contractor may invoice the County after each work order is complete. Invoice shall reference, and be based upon the Quantity Report received after project completion.
- 38.4.** Payment will be made in no less than forty-five (45) days, per Florida Statute 218.74 (Current Edition). Terms not within Hernando County's payment period are not acceptable and may be cause for rejection.
- 38.5. Payment to Vendor/Contractor by Electronic Payment Solution: ACH (Direct Deposit):** If the Vendor/Contractor is enrolled in the County's ACH electronic payment solution, all payments will be made using the direct deposit which may or may not include a pre-note transaction. The Vendor/Contractor's bank account information will remain confidential to the extent provided by law and necessary to make direct deposit payments. Once the County has approved payment, an electronic remittance advice will be sent to the Vendor/Contractor via e-mail.

39. CONFLICT OF INTEREST:

- 39.1. Conflict of Interest of Officers or Employees of the Contracting Entity/Local Jurisdiction, Members of the Local Governing Body, or Other Elected Officials:** No member or employee of the contracting entity/local jurisdiction or its designees or agents; no member of the governing body; and no other public official of Hernando County who exercises any function or responsibility with respect to this Contract, during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any Contract or Sub-Contract, or the proceeds thereof, for work to be performed. Further, the Vendor/Contractor shall cause to be incorporated in all Sub-Contracts, the language set forth in this paragraph prohibiting conflict of interest.

- 39.2. Employee Conflict of Interest:** It shall be unethical for any Hernando County employee to participate directly or indirectly in a procurement Contract when Hernando County employee knows that:
- 39.2.1.** Hernando County employee or any member of Hernando County employee's immediate family has a financial interest in the procurement Contract; or
 - 39.2.2.** Any other person, business, or organization with whom Hernando County employee or any member of a Hernando County employee's immediate family is negotiating or has an arrangement concerning prospective employment is involved in the procurement Contract; or
 - 39.2.3.** A Hernando County employee or any member of a Hernando County employee's immediate family who holds a financial interest in a disclosed blind trust shall not be deemed to have a conflict of interest with regard to matters pertaining to that financial interest.
- 39.3. Former Employee Conflict of Interest:** It shall be a violation for any person, business or organization contracting with County to employ in any capacity, any former County employee or member of County employee's immediate family within one year of that employee's separation from employment with the County, unless the employer or the former County employee files with the County Clerk, the County's Employment Disclosure Statement. The penalty for this violation may include disqualification of the Bid submission.

40. GRATUITIES AND KICKBACKS:

- 40.1. Gratuities:** It shall be unethical for any person to offer, give, or agree to give any Hernando County employee or former Hernando County employee, or for any Hernando County employee or former Hernando County employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, or to influence the content of any specification or procurement standard, or to act in an advisory, investigative or auditing capacity. The County in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a Contract or Sub-Contract, or to any solicitation or proposal therefore.
- 40.2. Kickbacks:** It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a Sub-Contractor under a Contract to the prime Contractor or higher tier Sub-Contractor or any person associated therewith, as an inducement for the award of a Sub-Contract or order.

41. E-VERIFY:

- 41.1.** Vendor/Contractor is advised that the County has entered into an Agreement with U.S. Immigration and Customs Enforcement (ICE) wherein the County will, in part, seek to promote the principles of ethical business conduct, prevent the knowing hiring of unauthorized workers through self-governance, and encourage voluntary reporting of the discovery of unauthorized workers to ICE (the IMAGE Agreement). Accordingly, by submitting your bid, Vendor/Contractor represents and warrants (a) that the Vendor/Contractor is in compliance with all applicable federal, state and local laws, including, but not limited to, the laws related to the requirement of an employer to verify an employee's eligibility to work in the United States, (b) that all of the Vendor/Contractor employees are legally eligible to work in the United States, and (c) that the Vendor/Contractor has actively and affirmatively verified such eligibility utilizing the Federal Government's Employment Verification Eligibility Form (I-9 Form).
- 41.2.** A mere allegation of Vendor/Contractor's intent to use and/or current use of unauthorized workers may not be a basis to delay the County's award of a Contract to the Vendor/Contractor unless such an allegation has been determined to be factual by Immigration and Customs Enforcement (ICE) pursuant to an investigation conducted by ICE prior to the date the Contract is scheduled to be awarded by the County.
- 41.3.** Legitimate claims of the Vendor/Contractor's use of unauthorized workers must be reported to both of the following agencies:

- 41.3.1.** The County's Purchasing and Contracts Department at (352) 754-4020: and
- 41.3.2.** Immigration and Customs Enforcement (ICE) at 1-866-DHS-2-ICE
- 41.4.** In the event it is discovered that the Vendor/Contractor's employees are not legally eligible to work in the United States, the County may, in its sole discretion, demand that the Vendor/Contractor cure this deficiency within a specified time frame, and/or immediately terminate the Contract without any cost or penalty to the County, and/or debar the Vendor/Contractor from Bidding on all County Contracts for a period up to twenty-four (24) months, and/or take any and all legal action deemed necessary and appropriate.
- 41.5.** Vendor/Contractor is required to incorporate the following IMAGE Best Practices into its business and, when practicable, incorporate verification requirements into its Agreements with Sub-Contractors:
- 41.5.1.** Use the Department of Homeland Security employment eligibility verification program (E-Verify) to verify the employment eligibility of all new hires.
- 41.5.2.** Use the Social Security Number Verification Service and make good faith effort to correct and verify the names and Social Security numbers of the current workforce.
- 41.5.3.** Establish a written hiring and employment eligibility verification policy.
- 41.5.4.** Establish an internal compliance and training program related to the hiring and employment verification process, to include, but not limited to, completion of Form I-9, how to detect fraudulent use of documents in the verification process, and how to use E-Verify and the Social Security Number Verification Service.
- 41.5.5.** Require the Form I-9 and E-Verify process to be conducted only by individuals who received appropriate training and include secondary review as of each employee's verification to minimize the potential for a single individual to subvert the process.
- 41.5.6.** Arrange for annual Form I-9 audits by an external auditing firm or a trained employee not otherwise involved in the Form I-9 process.
- 41.5.7.** Establish a procedure to report to ICE credible information of suspected criminal misconduct in the employment eligibility verification process.
- 41.5.8.** Establish a program to assess Sub-Contractors' compliance with employment eligibility verification requirements. Encourage Vendor/Contractors to incorporate the IMAGE Best Practices contained in this Article and, when practicable, incorporate the verification requirements in Sub-Contractor Agreements.
- 41.5.9.** Establish a protocol for responding to letters received from federal and state government agencies indicating that there is a discrepancy between the agency's information and the information provided by the employer or employee; for example, "no match" letters received from the Social Security Administration.
- 41.5.10.** Establish a tip line mechanism (inbox, e-mail, etc.) for employees to report activity relating to the employment of unauthorized workers, and a protocol for responding to employee tips.
- 41.5.11.** Establish and maintain appropriate policies, practices, and safeguards against use of the verification process for unlawful discrimination, and to ensure that U.S. Citizens and authorized workers do not face discrimination with respect to hiring, firing, recruitment or referral for a fee because of citizenship status or national origin.

- 41.5.12.** Maintain copies of any documents accepted as proof of identify and/or employment authorization for all new hires.

42. SCRUTINIZED COMPANIES PURSUANT TO FLORIDA STATUTE 287.135 AND 215.473 (Current Edition): Vendor/Contractor must certify that the company is not participating in a boycott of Israel. Vendor/Contractor must also certify that Vendor/Contractor is not on the Scrutinized Companies that Boycott Israel list, not on the Scrutinized Companies with Activities in Sudan list, and not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector list, or has been engaged in business operations in Cuba or Syria. Subject to limited exceptions provided in state law, the County will not contract for the provision of goods or services with any scrutinized company referred to above. Vendor/Contractor must submit the certification form included as an Attachment to this solicitation. Submitting a false certification shall be deemed a material breach of Contract. The County shall provide notice, in writing, to the Vendor/Contractor of the County's determination concerning the false certification. The Vendor/Contractor shall have five (5) days from receipt of notice to refute the false certification allegation. If such false certification is discovered during the active Contract term, the Vendor/Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Vendor/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 Section 287.135, Florida Statutes (Current Edition), as amended from time to time.

43. INSURANCE REQUIREMENTS:

43.1. INDEMNITY, SAFETY AND INSURANCE PROVISIONS:

43.1.1. INDEMNITY: To the fullest extent permitted by Florida law, the Vendor/Contractor covenants, and agrees that it will indemnify and hold harmless the County and all of the County's officers, agents, and employees from any claim, loss, damage, cost, charge, attorney's fees and costs, or any other expense arising out of any act, action, neglect, or omission by Vendor/Contractor during the performance of the Contract, whether direct or indirect, and whether to any person or property to which the County or said parties may be subject, except that neither the Vendor/Contractor nor any of its Sub-Contractors, or assignees, will be liable under this section for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of the County or any of its officers, agents, or employees.

43.1.2. PROTECTION OF PERSONS AND PROPERTY:

43.1.2.1. The Vendor/Contractor will take all reasonable precautions for, and will be responsible for initiating, maintaining and supervising all programs relating to the safety of all persons and property affected by, or involved in, the performance of his operations under this Contract.

43.1.2.2. The Vendor/Contractor will take all reasonable precautions to prevent damage, injury or loss to: (a) all persons who may be affected by the performance of his operations, including employees; (b) all materials and equipment; and (c) all property at or surrounding the work site. In an emergency affecting the safety of persons or property, the Vendor/Contractor will act, with reasonable care and discretion, to prevent any threatened damage, injury or loss.

43.2. MINIMUM INSURANCE REQUIREMENTS: Vendor/Contractor shall procure, pay for and maintain at least the following insurance coverage and limits. Said insurance shall be evidenced by delivery to the County of a certificate(s) of insurance executed by the insurers listing coverage and limits, expiration dates and terms of policies and all endorsements whether or not required by the County, and listing all carriers issuing said policies. The insurance requirements shall remain in effect throughout the term of this Contract.

43.2.1. WORKERS' COMPENSATION: As required by law:

STATE.....	Statutory
APPLICABLE FEDERAL.....	Statutory
EMPLOYER'S LIABILITY.....	Minimum :
	\$100,000 each accident
	\$100,000 by employee
	\$500,000 policy limit

Exemption per Florida Statute 440: If a Vendor/Contractor has less than three (3) employees and states that they are exempt per Florida Statute 440 (Current Edition), they must provide an exemption certificate from the State of Florida. Otherwise, they will be required to purchase Workers' Compensation Insurance and provide a copy of Workers Compensation Insurance.

<https://www.myfloridacfo.com/Division/WC/Employer/Exemptions/>

43.2.2. GENERAL LIABILITY: Comprehensive General Liability including, but not limited to, Independent Contractor, Contractual Premises/Operations, and Personal Injury covering the liability assumed under indemnification provisions of this Contract, with limits of liability for personal injury and/or bodily injury, including death.

COVERAGE AS FOLLOWS:

EACH OCCURRENCE.....	\$1,000,000
GENERAL AGGREGATE.....	\$2,000,000
PERSONAL/ADVERTISING INJURY.....	\$1,000,000
PRODUCTS-COMPLETED OPERATIONS AGGREGATE....	\$2,000,000

Per Project Aggregate (if applicable)

ALSO, include in General Liability coverage for the following areas based on limits of policy, with minimum of:

FIRE DAMAGE (Any one (1) fire).....	\$50,000
MEDICAL EXPENSE (Any one (1) person).....	\$5,000

43.2.3. ADDITIONAL INSURED: Vendor/Contractor agrees to endorse Hernando County as an additional insured on the Comprehensive General Liability. The additional insured shall read "Hernando County Board of County Commissioners." Proof of Endorsement is required.

43.2.4. WAIVER OF SUBROGATION: Vendor/Contractor agrees by entering into this Contract to a Waiver of Subrogation for each required policy herein. When required by the insurer or should a policy condition not permit Vendor/Contractor to enter into a pre-loss Agreement to waive subrogation without an endorsement, then Vendor/Contractor agrees to notify the insurer and request the policy be endorsed with a waiver of transfer of rights of recovery against others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which includes a condition specifically prohibiting such an endorsement, or voids coverage should Vendor/Contractor enter into such an Agreement on a pre-loss basis.

43.2.5. AUTOMOBILE LIABILITY: Comprehensive automobile and truck liability covering any auto, all owned autos, scheduled autos, hired autos, and non-owned autos. Coverage shall be on an "occurrence" basis. Such insurance to include coverage for loading and unloading hazards.

COVERAGE AS FOLLOWS:

COMBINED SINGLE LIMIT (CSL).....	\$1,000,000
BODILY INJURY (Per Person).....	\$1,000,000
BODILY INJURY (Per Accident).....	\$1,000,000
PROPERTY DAMAGE.....	\$1,000,000

43.2.6. [X] Not-Required *T.B.* (initials)

PLEASE NOTE: If box is not checked and initialed by Chief Procurement Officer, the specified insurance below is required.

PROFESSIONAL LIABILITY: including errors and omissions with minimum limits of \$3,000,000.00 per occurrence, if occurrence form is available; or claims made form with "tail coverage" extending three (3) years beyond completion and acceptance of the project with proof of "tail coverage" to be submitted with the invoice for final payment. In lieu of "tail coverage", consultant may submit annually to the County a current Certificate of Insurance proving insurance remains in force throughout the same three (3) year period.

Notwithstanding the requirements for Professional Liability Insurance listed above, Engineer and/or Architect must provide evidence of coverage, a minimum of \$1,000,000.00.

43.2.7. [X] Not-Required *T.B.* (initials)

PLEASE NOTE: If box is not checked and initialed by Chief Procurement Officer, the specified insurance below is required.

BUILDERS RISK INSURANCE: Combined single limit must equal value of the construction, per project aggregate.

The policy shall cover portions of the work in transit, property scaffolding, false work and temporary buildings located at the site. The policy must cover the cost of removing debris, including demolition as may be made legally necessary by the operation of any law, Ordinance or regulation.

The insurance required herein must be on an all risk form and must be written to cover all risks of physical loss or damage to the insured party and must insure at least against the perils of fire and extended coverage, theft, vandalism, malicious mischief, collapse, lightning, earthquake, flood, water damage and windstorm.

If there are any deductibles applicable to the insurance required herein, Vendor/Contractor must pay any part of any loss not covered because of the operation of such deductibles.

The insurance as required herein must be maintained in effect until the earliest of the following date:

- 43.2.7.1.** Date which all persons and organization that are insured under the policy agree in writing that it must be terminated;
- 43.2.7.2.** Date on which final payment of this Contract has been made by County to Vendor/Contractor; or
- 43.2.7.3.** Date on which the insurable interests in the property of all insured other the County have ceased.
- 43.2.7.4.** Wind coverage to be included with a minimum deductible to be determined based on the project. Deductible will be a percentage based upon the total insured value.

43.2.8. [X] Not-Required *T.B.* (initials)

PLEASE NOTE: If box is not checked and initialed by Chief Procurement Officer, the specified insurance below is required.

CRIME PREVENTION – BOND: Vendor/Contractor shall procure a fiduciary bond in the amount of \$100,000 covering loss or theft by Vendor/Contractor, its agents, or employees, and shall procure insurance in the amount of \$10,000 covering loss or theft by non-employees such as by burglary or robbery for any funds or negotiable instruments under the custody or care of Vendor/Contractor that would inure to the benefit of the County.

43.2.9. **[X] Not-Required T.B. (initials)**

PLEASE NOTE: If box is not checked and initialed by Chief Procurement Officer, the specified insurance below is required.

EXCESS/UMBRELLA LIABILITY: Vendor/Contractor shall provide proof of excess/umbrella liability coverage with minimum limits of \$1,000,000. Limits can be increased, based on Contract.

43.2.10. **[X] Not-Required T.B. (initials)**

PLEASE NOTE: If box is not checked and initialed by Chief Procurement Officer, the specified insurance below is required.

POLLUTION LIABILITY

Include exposures of pesticides/insecticides and herbicides.

Limits as follows:

No less than \$1,000,000 Per Occurrence

\$1,000,000 Aggregate

\$5,000 Medical Payment

Additional Insured & Waiver of Subrogation required.

43.2.11. **SUB-CONTRACTORS (if applicable):** All Sub-Contractors hired by said Contractor are required to provide Hernando County Board of County Commissioners Certificates of Insurance with the same limits required by the county as required by the Contract. All Sub-Contractors are required to name Hernando County Board of County Commissioners as additional insured and provide a Waiver of Subrogation in regards to General Liability.

43.2.12. **RIGHT TO REVISE OR REJECT:** County reserves the right, but not the obligation, to revise any insurance requirement, not limited to limits, coverages and endorsements, or to reject any insurance policies which fail to meet the criteria stated herein. Additionally, County reserves the right, but not the obligation, to review and reject any insurer providing coverage due to its poor financial condition or its failure to adhere to legal requirements.

43.3. Each insurance policy shall include the following conditions by endorsement to the policy:

43.3.1. Vendor/Contractor agrees to provide County with a Certificate of Insurance evidencing that all coverages, limits and endorsements required herein are maintained and in full force and effect. The Certificate of Insurance shall provide a minimum thirty (30) day notice to the County of cancellation of the policy, when available by Vendor/Contractor's insurer. If the Vendor/Contractor receives a non-renewal or cancellation notice from an insurance carrier affording coverage required herein, or receives notice that coverage no longer complies with the insurance requirements herein, **Vendor/Contractor agrees to notify the County by fax within five (5) business days with a copy of the non-renewal or cancellation notice, or written specifics as to which coverage is no longer in compliance.** The Certificate Holder shall read:

Hernando County Board of County Commissioners
Attention: Human Resources/Risk Department

15470 Flight Path Drive
Brooksville, FL 34604

- 43.3.2.** Companies issuing the insurance policy, or policies, shall have no recourse against the County for payment of premiums or assessments for any deductibles as all are the sole responsibility and risk of Vendor/Contractor.
- 43.3.3.** The term "County" or "Hernando County" shall include all authorities, boards, bureaus, commissions, divisions, departments, and offices of the County and individual members, employees and agents thereof in their official capacities, and/or while acting on behalf of Hernando County.
- 43.3.4.** The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by County, to any such future coverage, or to County's self-insured retentions of whatever nature.
- 43.4.** The Vendor/Contractor shall be required to provide a current certificate of insurance to the County prior to commencement of services.
- 43.5.** Bidders may, at the County's request, be required to provide proof that their firm meets the preceding insurance requirements, by submission of a certificate of insurance coverage(s), prior to award of the Contract.
- 43.6.** Failure of the owner to demand such certificates or other evidence of full compliance with these insurance requirements or failure of the owner to identify a deficiency from evidence provided shall not be construed as a waiver of the Vendor/Contractor's obligation to maintain such insurance.
- 44. MINIMUM WAGE RATES:**
- 44.1.** The Vendor/Contractor shall be required to pay his/her/its employees no less than the Federal Minimum Wage Rate.
- 44.2.** If the Contract should be renewed, the Contract shall be adjusted for benefit of the Vendor/Contractor in proportion with Federal Law Governing Wage Rates during the period of the Contract for labor-related costs only.
- 44.3.** The County reserves the right to inspect the payroll records of the Vendor/Contractor, as may be deemed necessary, to determine that the Vendor/Contractor is complying with Federal Wage and Hour Law.
- 45. SAFETY PRECAUTIONS:**
- 45.1.** The Vendor/Contractor shall be responsible for instructing his workmen in appropriate safety measures with respect to all services provided under this Contract, and shall not permit them to place equipment in traffic lanes or other locations in such a manner as to create a safety hazard.
- 45.2.** All equipment shall be equipped with all necessary safety equipment to satisfy all applicable Florida Department of Transportation and Occupational Safety and Health Administration (OSHA) requirements.
- 46. RESPONSIVE/RESPONSIBLE:** At the time of submitting a Bid response, the County requires that the **Bidder be properly licensed and registered to do business in the State of Florida in accordance with applicable Florida Statutes (F.S.).** Bid responses that fail to provide the required forms listed in these Bid Documents may be rejected as non-responsive. **Bidders whose responses, past performance, or current status do not reflect the capability, integrity or reliability to fully and in good faith perform the requirements of the Bid may be rejected as non-responsible.** The County reserves the sole right to determine which responses meet the requirements of this solicitation, and which Bidders are responsive and responsible. The County reserves the sole right before awarding the Bid, to require a Bidder to submit such evidence of their qualifications as it may deem necessary and may consider any evidence available to

it of the financial, technical, and other qualifications and abilities of a Bidder to perform the work in a satisfactory manner and within the time specified. The Bidder is assumed to be familiar with all federal, state or local laws, ordinances, rules and regulations that in any manner affect the work, and to abide thereby if awarded the Bid/Contract. Ignorance of legal requirements on the part of the Bidder/Vendor/Contactor will in no way relieve his/her/its responsibility.

47. CONE OF SILENCE: This solicitation falls under the Hernando County Procurement Ordinance 93-16 (Current Edition). After a Bid is opened or a Short List is established for an Invitation to Bid (ITB), Request for Qualification (RFQ), or Request for Proposal (RFP), a Vendor/Contractor or representative as defined in the Ordinance, may not seek information or clarification or in any way contact any official or employee of the County concerning this solicitation with the exception of the Hernando County Chief Procurement Officer, County Attorney, or an individual specifically designated in this document for dissemination of information. A copy of any written communication concerning this solicitation shall be filed with the Purchasing and Contracts Department and shall be made available to the public upon request. A violation of the "Cone of Silence" renders any award voidable at the sole discretion of the Chief Procurement Officer with approval from the Board of County Commissioners and may subject the potential Vendor/Contractor or representative to debarment. Nothing in the Ordinance prevents a Vendor/Contractor or representative from taking part in a public meeting concerning the solicitation.

47.1. All Vendors/Contractors or representatives are hereby placed on formal notice. A lobbying "Cone of Silence" period shall commence upon issuance of the solicitation until the Board selects the successful Bidder. For procurements that do not require Board approval, the "Cone of Silence" period commences upon solicitation issuance and concludes upon Contract award.

47.2. Neither the members of the Board of County Commissioners nor candidates for County Commission, nor any employees from the Hernando County Government, Hernando County staff members, nor any members of the evaluation team are to be lobbied, either individually or collectively, concerning this project. Vendors/Contractors or representatives who intend to submit Bids, or have submitted Bids, for this project are hereby placed on formal notice that they are not to contact County personnel for such purposes as holding meetings of introduction, meals, or meetings relating to the selection process outside of those specifically scheduled by the County. Any such lobbying activities may cause immediate disqualification from this project.

48. CLAIMS:

48.1. Chief Procurement Officer's Decision Required: All claims, except those waived, shall be referred to the Chief Procurement Officer for decision.

48.2. Notice: Written notice stating the general nature of each claim shall be delivered by the claimant to the Chief Procurement Officer and the other party to the Contract promptly (but in no event later than thirty (30) days after the start of the event giving rise thereto. The responsibility to substantiate a claim shall rest with the party making the claim. Notice of the amount or extent of the claim, with supporting data, shall be delivered to the Chief Procurement Officer and the other party to the Contract within sixty (60) days after the start of such event (unless the Chief Procurement Officer allows additional time for claimant to submit additional or more accurate data in support of such claim). A claim for an adjustment in Contract Price shall be prepared in accordance with the provisions of Paragraph 59. Each claim shall be accompanied by claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant believes it is entitled as a result of said event. The opposing party shall submit any response to the Chief Procurement Officer and the claimant within thirty (30) days after receipt of the claimant's last submittal (unless the Chief Procurement Officer allows additional time).

48.3. Chief Procurement Officer's Action: Chief Procurement Officer will review each claim and, within thirty (30) days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any, take one of the following actions in writing:

48.3.1. Deny the claim in whole or in part,

48.3.2. Approve the claim, or

48.3.3. Notify the parties that the Chief Procurement Officer is unable to resolve the claim if, in the Chief Procurement Officer's sole discretion, it would be inappropriate for the Chief Procurement Officer to do so. For purposes of further resolution of the claim, such notice shall be deemed a denial.

48.4. In the event that Chief Procurement Officer does not take action on a claim within said thirty (30) days, the claim shall be deemed denied.

48.5. Chief Procurement Officer's written action or denial will be final and binding upon Owner and Vendor/Contractor, unless Owner or Vendor/Contractor invoke the dispute resolution procedure set forth in Paragraph 49 within thirty (30) days of such action or denial.

49. DISPUTE RESOLUTION:

49.1. Owner and Vendor/Contractor may mutually request mediation of any claim submitted to the Owner for a decision before such decision becomes final and binding. The mediation will be governed by the Construction Industry Mediation Rules of the American Arbitration Association in effect as of the effective date of the Agreement. The request for mediation shall be submitted in writing to the American Arbitration Association. Timely submission of the request shall stay the effect.

49.2. Owner and Vendor/Contractor shall participate in the mediation process in good faith. The process shall be concluded within sixty (60) days of filing of the request. The date of termination of the mediation shall be determined by application of the mediation rules referenced above.

49.3. If the claim is not resolved by mediation, Chief Procurement Officer's action or denial pursuant to Paragraph 48 shall become final and binding thirty (30) days after termination of the mediation unless, within that time period, Owner or Vendor/Contractor:

49.3.1. Agrees with the other party to submit the claim to another dispute resolution process, or

49.3.2. Gives written notice to the other party of their intent to submit the claim to a court of competent jurisdiction.

SECTION IV - SPECIAL CONDITIONS

50. LICENSES AND PERMITS:

50.1. Prior to furnishing the requested product(s) or service(s), it shall be the responsibility of the awarded Vendor/Contractor to obtain, at no additional cost to the County, any and all licenses and permits required to complete this Contractual service. These licenses and permits shall be readily available for review by the Chief Procurement Officer or his/her/its designee.

50.2. Said licenses shall be in the Bidder's name as it appears on the Official Bid Form. Bidder shall supply appropriate license numbers, with expiration dates, as part of their Bid. Failure to hold and provide proof of a proper active license, certification and registration may be grounds for rejection of the Bid.

50.3. Upon notification, Bidder shall provide copies of all applicable active and current licenses.

51. PRE-AWARD MEETING: Within fourteen (14) days after receipt of notice of intent of award of Bid, Vendor/Contractor shall meet with the County's Representative(s) to discuss job procedures and scheduling.

52. PERFORMANCE:

52.1. Timely performance is of the essence in the award of this Invitation for Bids. Performance shall be no later than thirty (30) calendar days from receipt of the Purchase Order. Bids which fail to meet this requirement shall be rejected.

- 52.2. Failure of the awarded Vendor/Contractor to meet this performance requirement may result in default, immediate cancellation of the Purchase Order or Contract, and all other applicable remedies available to the County under state law.
- 52.3. It is hereby understood and mutually agreed to by and between parties hereto that the time of performance is an essential condition of this Contract.
- 52.4. If said Vendor/Contractor shall neglect, fail or refuse to provide the services within the time herein specified, then said Vendor/Contractor does hereby agree as part of the consideration for the awarding of this Contract, to pay the County the sum extended by the County to Contract for like services approved by the Purchasing and Contracts Department for the period from the required scheduled commencement date until performance of services covered in the Invitation to Bid is completed.
- 52.5. The Vendor/Contractor shall, within five (5) calendar days from the beginning of such delay, notify the Chief Procurement Officer in writing of the cause(s) of the delay.
53. **AS SPECIFIED:** All items delivered must meet the specifications herein. Items delivered not as specified will be returned at no expense to the County. The County may return, for full credit, any unused items received which fail to meet the County's performance standards. Replacement items meeting specifications must be submitted within a reasonable time after rejection of the non-conforming items.
54. **CODES AND REGULATIONS:** The awarded Vendor/Contractor must strictly comply with all federal, state and local building and safety codes.
55. **DEBRIS:** Awarded Vendor/Contractor shall be responsible for the prompt removal of all debris which is a result of this Contractual Service.
56. **PROTECTION OF PROPERTY/SECURITY:**
- 56.1. The Vendor/Contractor shall provide barricades if necessary and take all necessary precautions to protect buildings and personnel. All work shall be completed in every respect and accomplished in a professional manner and the Vendor/Contractor shall provide for removal of all debris from County property.
- 56.2. The Vendor/Contractor, shall at all times, guard against damage or loss to property of Hernando County, or of other Vendor/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 of damage to property through negligence of the Vendor/Contractor or his agent.
57. **PRICING:** The County requires a firm fixed price for the entire Contract period. Invoices will be reviewed to confirm compliance with Bid pricing. Failure to hold prices firm shall be grounds for immediate termination of the Contract.
58. **PRICE ADJUSTMENT:** Written request for price adjustments may be made every twelve (12) months, no less than thirty (30) days prior to the requested effective date. Any increased price adjustment(s) must be accompanied by written justification attesting that the request is a bonafide cost increase to the Vendor/Contractor. The base period for any requested adjustment shall be the beginning of the latest period during which an adjustment may have been made. For example, if annual adjustments may be requested under a three (3) year Contract and none is requested after the first two (2) years, the base period for an adjustment effective the third year shall be the beginning of the second year. All requests for price adjustment(s) shall be supported by Consumer Price Index and/or Producer Price Index documentation supporting the requested increase. All price adjustments must be accepted by the Chief Procurement Officer and shall be accomplished by written amendment to this Contract.
59. **MARKET CONDITIONS:** The County reserves the right to purchase on the open market should lower market prices prevail, at which time the Vendor/Contractor shall have the option of meeting the lower price or relieving the County of any obligation previously understood.

60. CHANGES - SERVICE CONTRACTS:

- 60.1.** 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:
- 60.1.1.** Description of services to be performed.
 - 60.1.2.** Time of performance (i.e., hours of the day, days of the week, etc.).
 - 60.1.3.** Place of performance of the services.
- 60.2.** If additional work or other changes are required in the areas described above, a price proposal will be required from the Vendor/Contractor. Upon negotiation of the proposal, execution and receipt of the Change Order, the Vendor/Contractor shall commence performance of the work as specified.
- 60.3.** The Vendor/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 Purchasing and Contracts Department. If the Vendor/Contractor performs additional work beyond the specific requirements of this Contract without an executed Change Order, it shall be at his/her own risk. The County assumes no responsibility for any additional costs for work not specifically authorized by an executed Change Order.
- 61. METHOD OF ORDERING:** The County will issue Purchase Orders against the Contract on an as-needed-basis for the supplies or services listed on the Bid Form.
- 62. CONDITIONS FOR EMERGENCY/HURRICANE OR DISASTER - TERM CONTRACTS:** It is hereby made a part of this Invitation for Bid that before, during and after a public emergency, disaster, hurricane, flood, or other acts of God that Hernando County shall require a "first priority" basis for goods and services. It is vital and imperative that the majority of citizens are protected from any emergency situation which threatens public health and safety, as determined by the County. Vendor/Contractor agrees to rent/sell/lease all goods and services to the County or other governmental entities as opposed to a private citizen, on a first priority basis. The County expects to pay Contractual prices for all products or services required during an emergency situation. **Vendor/Contractor shall furnish a twenty-four (24) hour phone number and email address in the event of such an emergency.**
- 63. REQUIREMENTS CONTRACT:** This is a Requirements Contract and the County shall order from the Vendor/Contractor all of the supplies and/or services specified in the Contract's price schedule that are required to be purchased by the County, except as otherwise provided herein. If the County urgently requires delivery of goods or services before the earliest date that delivery may be required under this Contract, and if the Vendor/Contractor will not accept an order providing for accelerated delivery, the County may acquire the goods or services from another source. Except as this Contract may otherwise provide, if the County's requirements do not result in orders in the quantities described as "estimated" in the Contract's price schedule, that fact shall not constitute the basis for an equitable adjustment.
- 64. ESTIMATED QUANTITIES:** Hernando County reserves the right to increase or decrease estimated quantities as required. Estimated quantities are shown on the Bid Form attached to these Bid documents. It is understood by all Bidder's that these are only estimated quantities and the County is not obligated to purchase any minimum or maximum amount during the life of this Contract. The Contract resulting from this solicitation shall be non-exclusive and the County may procure the goods or services covered by the Contract from other sources at its discretion.
- 65. ADDITIONAL ITEMS:** The award of the Bid shall be based on the fixed price submitted for the items on the Bid Form attached to these Bid Documents. Additional items not on the current Bid Form may be added from time to time. However, the County will obtain quotes from at least three Vendor/Contractors who have already submitted Bids and these items will be added to the low responsive and responsible Bidder's Contract.

66. **SITE DAMAGE:** The Vendor/Contractor shall be held responsible for damage to any site feature including, but not limited to: irrigation equipment, trees, shrubs, signs, vehicles, etc. caused by the Vendor/Contractor. It shall be the Vendor/Contractor's responsibility to clean-up and/or rectify, to the County's satisfaction, any damage to County property caused by any individual(s) connected with the Vendor/Contractor. The Vendor/Contractor shall be notified of the specific nature of the damage and cost of repair. The County shall, at its option, invoice the Bidder for payment or reduce the next regular payment to the Vendor/Contractor, for the cost of repairs, materials, and labor.
67. **EQUIPMENT LIST:** Bidders shall submit with the Bid a listing of all equipment which Bidders will use in the performance of this Contract, including (as applicable) rolling stock, loaders, tractors, mowers, and any other specified equipment. The Vendor/Contractor is also required to indicate which equipment is company-owned. Failure to submit said equipment list may render Bidder's response non-responsive.
68. **FINAL SITE INSPECTON:** Final inspection of each site by County staff will be performed within ten (10) days after receipt of notification from the Vendor/Contractor that services at such site are complete. The site must meet all requirements as stated in the scope of work issued prior to payment processing.
69. **MATERIAL SAFETY DATA SHEETS:** In accordance with Florida Emergency Planning and Community Right-to-Know Act, Chapter 252, Part II, Florida Statutes (Current Edition), it is the seller's duty to advise Hernando County if a product is a listed toxic substance and to provide a material safety data sheet (MSDS) at the time of delivery. Vendor/Contractors must comply with this procedure along with the Federal Emergency Planning and Community Right-to-Know Act (42 U.S.C. Ch 116 (Current Edition)) and the Federal Hazard Communications Standards (29CFR sec.1910.1200) all other applicable laws.

SECTION V – SCOPE AND SPECIFICATIONS

- 70. CONFLICTING TERMS WITH SECTION V:** In the event of a conflict between the terms of the Contract (including any and all attachments thereto, excluding Section V, and any amendments thereof) and any of the terms of Section V, the terms of the Contract (including any and all attachments thereto, excluding Section V, and any amendments thereof) shall control.
- 71. SCOPE OF WORK:** Hernando County Department of Public Works seeks a Vendor/Contractor to furnish materials and services to install and/or remove thermoplastic and painted traffic markings and raised retroreflective pavement markers. Services include all materials, labor, equipment and traffic control for the installation, eradication of traffic paint strips, lane lines, directional arrows, guidelines, crosswalks, legends and other markings on roadways and/or trails.
- 72. LOCATION OF THE WORK:** The work to be performed in this Contract will be in Hernando County, Florida.
- 73. TECHNICAL SPECIFICATIONS:**
- 73.1. Vendor/Contractor Requirements:** The Vendor/Contractor shall:
- 73.1.1.** Provide all labor, supervision, manpower, materials, tools, vehicles, equipment, insurance, management and transportation necessary to perform the work.
 - 73.1.2.** Provide a worksite traffic supervisor that is certified by the Florida Department of Transportation (FDOT) for Intermediate Maintenance of Traffic. The certification shall be provided at the pre-commencement meeting.
 - 73.1.3.** Prepare and submit a traffic control plan to the County for approval. This plan will be due at the pre-commencement meeting.
 - 73.1.4.** The Contractor will be required to measure the work areas and provide a detailed cost estimate identifying the Bid line items required to perform the work.
 - 73.1.5.** Observe all local, state, and federal compliance requirements.
 - 73.1.6.** Upon completion of individual work requests the Vendor/Contractor will be required to provide a letter certifying that all work was performed in compliance with these specifications and FDOT standards.
- 73.2. Work/Material Requirements:**
- 73.2.1.** Materials: All materials to be provided and incorporated into the work shall be new materials meeting the minimum requirement of the FDOT Specifications for Road and Bridge Construction, 2010, and be currently listed on the Approved Products List (APL).
 - 73.2.1.1.** Website: For the above materials, installation and QPL, go to: <https://fdotwp1.dot.state.fl.us/approvedproductslist>.
 - 73.2.2.** Installation: Installation of all work of this Contract shall conform to all applicable portions of the FDOT, Standard Specifications for Road and Bridge Construction, 2018, as identified in each Group of these specifications.
 - 73.2.2.1.** Exception: The installation of Group One (1) - Thermoplastic Traffic Stripes and Markings, shall be installed in accordance with the 2018 edition of the FDOT Standard Specifications for Road and Bridge Construction, Specifications 711 and 971 as attached in Section VIII, Exhibit A. NOTE: The materials for Group 1 are required to meet the 2018 standard.

- 73.2.3.** The Vendor/Contractor shall be responsible for the proper use, handling, storage, and disposal of all materials and waste, including hazardous waste.
- 73.3.** Pre-Commencement Meeting: A pre-commencement meeting will be held with the Vendor/Contractor, the County Representative, and other necessary County staff prior to the start of any work. This meeting will require the Vendor/Contractor and the County Representative to review all documents that are deliverable at this meeting and schedule a site visit of the next project to ensure the specific scope of the work is understood.
- 73.4.** Measurement and Cost Estimate: Prior to the start of each work assignment, the County Representative and Vendor/Contractor may visit the site to ensure the scope of work is understood. The Vendor/Contractor shall measure the work area and provide a detailed cost estimate providing a breakdown of the individual bid line items that will be required to complete the work.
- 73.4.1.** The County is aware that actual measurements may change once work begins, and therefore an adjustment of ten percent (10%) in those numbers will be acceptable before additional authorization is required. Costs greater than ten percent (10%) will require a Change Order, which will be authorization to proceed with the work.
- 73.5.** Conflicting Plans and Specifications: Whenever a conflict appears between the plans and specifications, the more stringent requirements shall apply. If a conflict is of such a nature as to require a decision, then a written request for clarification to the County Representative shall be made prior to starting that phase of work.
- 73.6.** Defective Materials and Work: All materials not conforming to the requirements of these specifications shall be considered defective, and all such materials whether in place or not, shall be rejected and shall be immediately removed from the work, unless otherwise permitted. All work, which has been rejected or condemned by the County Representative shall be remedied, or if deemed necessary, shall be removed or replaced in an acceptable manner by the Vendor/Contractor at his expense. Failure to remove rejected materials and refusal to remedy or replace defective work, shall be cause for the County to withhold payment for work until such work is remedied and accepted by the County.
- 73.7.** Specification Exception: Specifications are based on the most current literature available. Vendor/Contractor must explain any deviation from the bid specifications in writing as a footnote on the applicable Bid page and enclose a copy of the manufacturer's specification date detailing the changed item(s). Additionally, Bidders must indicate any options requiring the addition and other options as well as those which are included as a part of any option. Any such material specification exceptions must still be listed on the FDOT APL.
- 73.8.** Certification of Compliance: The Vendor/Contractor shall provide the County with a letter certifying that the work was performed in accordance with these specifications and FDOT standards. This letter shall be provided with the respective invoice for that work performed.
- 73.9.** Warranty: Standard manufacturer's warranty shall be in effect for all materials incorporated into the work of this Contract.
- 73.10.** Mobilization: Mobilization consists of assembling workers and equipment to start work at each site and includes, but is not limited to, operations necessary for movement of personnel, equipment, supplies, and incidentals to each work site, safety equipment and first aid supplies, sanitary and other facilities, as required by State and Local laws and regulations.
- 73.10.1.** The cost of all work and incidental costs associated with mobilization specified in this Section shall be factored into the unit price.
- 73.10.2.** The County will make every effort to issue projects with a minimum value of \$10,000. A unit price has been added to allow a mobilization surcharge for work orders valued less than \$10,000. Surcharges related to work orders valued at less than \$10,000 will be charged to Unspecified Services/Materials.

73.11. Traffic Control:

- 73.11.1.** The Vendor/Contractor shall be responsible to provide safety and Maintenance of Traffic (MOT) to safely maintain vehicular, bicycle and pedestrian traffic within the work limits and comply with all traffic safety requirements during all work. This includes any necessary detours, advance warnings and channelization or other features, both at the immediate work site and outlying points.
- 73.11.2.** The Vendor/Contractor shall provide all necessary MOT including signage arrow boards and flagging staff, etc., as necessary to perform work.
- 73.11.3.** The Vendor/Contractor shall prepare and submit a detailed traffic control plan to the County for approval. The plan shall be designed to accomplish the work and shall incorporate the methods and criteria contained in the Manual on Uniform Traffic Control Devices (MUTCD) Part VI, as adopted and amended by the Florida Department of Transportation. The plan shall be provided at the pre-commencement meeting.
- 73.11.4.** The County may inspect and monitor the Vendor/Contractor's traffic control scheme and devices. The Vendor/Contractor shall inform the Hernando County Department of Public Works of any required alterations or adjustments to the control plan or devices for further approval.

73.12. Work Notification, Inspection and Approval: The Vendor/Contractor shall inform the County Representative, on a daily basis, of the work areas being performed. **The Vendor/Contractor shall provide a fax or email no later than 8:00 a.m., of a worksheet outlining the limits of the road segment to be worked that day so that the County Representative may visit same for inspection and tentative approval of work quality being accomplished.** When the Vendor/Contractor has completed a road segment the County Representative shall be notified by fax or email. Upon such notification a final inspection of the work shall be made within forty-eight (48) hours (weekends excluded) and the Vendor/Contractor notified as to acceptance or rejection of the work. In the event of unsatisfactory work, the Vendor/Contractor shall be provided a "punch list" indicating the corrective measures necessary for approval of the work performed. The Vendor/Contractor shall perform appropriate correction within five (5) working days. When the corrections have been made, the Vendor/Contractor shall notify the County Representative and a reinspection will be made by the following business day (exception - holidays and weekends).

73.13. Performance of Work and Holidays: Once work begins, it shall continue on consecutive working days until completed. Saturdays, Sundays, holidays, and stoppages due to inclement weather or delays caused by the County shall be excluded.

- 73.13.1.** Work shall be performed during the non-peak traffic hours of 9:00 a.m. - 3:00 p.m. and/or 9:00 p.m. - 6:00 a.m., unless the County Representative approves another time frame.
- 73.13.2.** The Vendor/Contractor shall not perform work on Saturdays, Sundays, or any County recognized holidays. Any proposed deviation from this schedule shall be in writing to the County Representative one (1) week in advance of that Sunday or holiday to consider and approve or deny.
- 73.13.3.** Requests to work on Saturdays may be granted by verbal approval from the County Representative with a confirmation email to the County on the first business day after.
- 73.13.4.** No work shall be permitted on: New Year's Day, Independence Day, Thanksgiving Day, or Christmas Day.
- 73.13.5.** When approval is granted in accordance with the provisions stated above, work will be allowed on: Martin Luther King, Jr. Day, Memorial Day, Labor Day, Veterans Day, or the Friday after Thanksgiving Day. If Christmas or New Year's Day shall fall on Tuesday

or Thursday, the preceding Monday or the following Friday shall be recognized as a holiday also. If any recognized holiday shall fall on a Sunday, the following Monday shall be observed as a holiday.

- 73.14.** County Representative: Upon award of the contract, all work will be coordinated with the following County Representative, or designee:

David Bland
Hernando County Department of Public Works
1525 East Jefferson Street
Brooksville, FL 34601
(352) 754-4060 / (352) 754-4469

- 73.15.** Unspecified Services/Materials: This Contract provides an additional line item to fund minor changes to services/materials or extra work requests. These services/materials will be negotiated with the Vendor/Contractor and require prior written approval from the County Representative prior to proceeding.

73.15.1. Unspecified Services/Materials shall be invoiced as a separate line item on all invoices and will be payable in full upon the presentation of an invoice and satisfactory evidence that services were performed, or materials were received. There is no guarantee that the funds provided in this paragraph will be required.

- 73.16.** Work Documents:

73.16.1. Work Authorization: The County Representative will authorize the start of the work of this Contract in the form of a Task Order against the Blanket Purchase Order that will be established for this Contract. This Task Order shall be considered authorization to coordinate and complete the work.

END OF SECTION V – THE REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

**SECTION VI – BID FORM
ITB NO. 22-T00045/TB – TRAFFIC MARKING SERVICES**

The Vendor/Contractor shall provide all labor and other resources necessary to provide the supplies, equipment and/or services in strict accordance with the specifications defined in this solicitation for the amounts specified in this Bid Form, inclusive of overhead, profit and any other costs.

There are no guarantees that the County will utilize the per year estimates and may exceed the estimates identified.

GROUP I – THERMOPLASTIC (Aiky) TRAFFIC STRIPES AND MARKINGS

Exception: The method of installation of Group I - Thermoplastic Traffic Stripes and Markings, shall be installed in accordance with the 2018 edition of the FDOT Standard Specifications for Road and Bridge Construction, Specifications 711 and 971. NOTE: The materials for Group 1 are required to meet the 2018 standard.

ITEM NO.	DESCRIPTION	MANUFACTURER	FDOT APL NO.	ESTIMATED ANNUAL QUANTITY	UNIT	UNIT PRICE	TOTAL ANNUAL PRICE	TOTAL THREE (3) YEAR PRICE (TOTAL ANNUAL PRICE X 3)
1	Thermoplastic, 6" wide, white (skip line or solid line)	Ennis-Flint	711-001-018	445,000	LF	.68	302,600.00	907,800.00
2	Thermoplastic, 6" wide, yellow (skip line or solid line)	↓	711-003-012	296,000	LF	.73	216,080.00	648,240.00
3	Thermoplastic Stripe, 8" Wide White		711-001-018	100	LF	6.00	600.00	1800.00
4	Thermoplastic Stripe, 12" Wide, White		711-001-018	50	LF	10.00	500.00	1500.00
5	Thermoplastic Stripe 18", Wide, White		711-001-018	100	LF	7.00	700.00	2100.00
6	Thermoplastic Stripe, 18", Wide, Yellow		711-003-012	100	LF	8.00	800.00	2400.00
7	Thermoplastic Stripe, 24", Wide White		711-001-018	100	LF	10.00	1000.00	3000.00
8	Thermoplastic Guideline 6", White (2'-2' Skip) or (2'-4' Skip)		711-001-018	50	LF	10.00	500.00	1500.00
9	Thermoplastic Guideline 6", Yellow (2'-2' Skip)		711-003-012	25	LF	10.00	250.00	750.00
10	Thermoplastic Arrow: Left Turn Arrow		711-001-018	10	EA	150.00	1500.00	4500.00
11	Thermoplastic Arrow: Right Turn Arrow		711-001-018	10	EA	80.00	800.00	2400.00

AKCA LLC
Company Name


Authorized Signature Scott Walls General Manager

**SECTION VI – BID FORM (CONTINUED)
ITB NO. 22-T00045/TB – TRAFFIC MARKING SERVICES**

ITEM NO.	DESCRIPTION	MANUFACTURER	FDOT APL NO.	ESTIMATED ANNUAL QUANTITY	UNIT	UNIT PRICE	TOTAL ANNUAL PRICE	TOTAL THREE (3) YEAR PRICE (TOTAL ANNUAL PRICE X 3)	
12	Thermoplastic Arrow: Straight Arrow	Ennis-Flint	711-001-018	10	EA	40.00	400.00	1200.00	
13	Thermoplastic Arrow: Merge Arrow	↓	↓	8	EA	30.00	240.00	720.00	
14	Thermoplastic Message: MERGE			8	EA	60.00	480.00	1440.00	
15	Thermoplastic Message: ONLY			10	EA	150.00	1500.00	4500.00	
16	Thermoplastic Message: SCHOOL			8	EA	120.00	960.00	2880.00	
17	Thermoplastic Message: STOP			1	EA	50.00	50.00	150.00	
18	Thermoplastic Message: R x R			8	EA	140.00	1120.00	3360.00	
19	Thermoplastic Message: Bike Lane Symbol			711-002-009	5	EA	50.00	250.00	750.00
20	Thermoplastic Arrow: Bike Lane Arrow			711-002-009	5	EA	50.00	250.00	750.00

PART I THREE (3) YEAR SUB-TOTAL: 1591,740.00

AKCA, LLC
Company Name


Authorized Signature Scott Walls General Manager

**SECTION VI – BID FORM (CONTINUED)
ITB NO. 22-T00045/TB – TRAFFIC MARKING SERVICES**


GROUP II –THERMOPLASTIC (Hot-Spray) TRAFFIC STRIPES AND MARKINGS

NOTE: Work and materials shall meet the minimum requirements of FDOT Specifications 711 and 971.

ITEM NO.	DESCRIPTION	MANUFACTURER	FDOT APL NO.	ESTIMATED ANNUAL QUANTITY	UNIT	UNIT PRICE	TOTAL ANNUAL PRICE	TOTAL THREE (3) YEAR PRICE (TOTAL ANNUAL PRICE X 3)
1	Thermo-Quick Stripe, 6" Wide, White 30 MIL (Hot Spray Thermoplastic)	Ennis	711-002-009	25	LF	.60	15.00	45.00
2	Thermo-Quick Stripe, 6" Wide, Yellow 30 MIL (Hot Spray Thermoplastic)	Ennis	711-003-012	25	LF	.60	15.00	45.00

PART II THREE (3) YEAR SUB-TOTAL: 90.00

AKCA LLC
Company Name


Authorized Signature Scott Walls General Manager

SECTION VI – BID FORM (CONTINUED)
ITB NO. 22-T00045/TB – TRAFFIC MARKING SERVICES

GROUP III –THERMOPLASTIC (Pre-Formed) TRAFFIC STRIPES WITH NON-SKID SURFACE

NOTE: Work and materials shall meet the minimum requirements of FDOT Specifications 711 and 971.

ITEM NO.	DESCRIPTION	MANUFACTURER	FDOT APL NO.	ESTIMATED ANNUAL QUANTITY	UNIT	UNIT PRICE	TOTAL ANNUAL PRICE	TOTAL THREE (3) YEAR PRICE (TOTAL ANNUAL PRICE X 3)
1	Bicycle with Rider and Helmet, Non-Skid Premark Vizi-Grip Surface (or equal) 90 MIL Size: 6'6" x 3'4"	Geveko Markings, Inc.	711-005-014	1	EA	300.00	300.00	900.00
2	Bicycle with Straight Arrow, Non-Skid Premark Vizi- Grip Surface (or equal) 90 MIL Size: 6'	Geveko Markings, Inc.	711-005-014	1	EA	100.00	100.00	300.00
3	Bicycle with Turn Arrow, Non-Skid Premark Vizi-Grip Surface (or equal) 90 MIL Size: 5'6" x 4'2"	Geveko Markings, Inc.	711-005-014	1	EA	10.00	10.00	30.00

PART III THREE (3) YEAR SUB-TOTAL: 1230.00


GROUP IV –ERADICATION OF PAINTED AND THERMOPLASTIC PAVEMENT LINES

NOTE: The eradication methods approved by the County include scarifying, scraping, grinding, or water blasting. Work shall meet the minimum requirements of FDOT Specifications 711 and 971.

ITEM NO.	DESCRIPTION	MANUFACTURER	FDOT APL NO.	ESTIMATED ANNUAL QUANTITY	UNIT	UNIT PRICE	TOTAL ANNUAL PRICE	TOTAL THREE (3) YEAR PRICE (TOTAL ANNUAL PRICE X 3)
1	Eradication of Painted or Thermoplastic Lines	N/A	N/A	250	SF	3.00	750.00	2250.00

PART IV THREE (3) YEAR SUB-TOTAL: 2250.00

AKCA, LLC
 Company Name


 Authorized Signature Scott Wallis General Manager

Vendor Return Complete Bid Document

Vendor's Initials: —
 Page 34 of 71


SECTION VI – BID FORM (CONTINUED)
ITB NO. 22-T00045/TB – TRAFFIC MARKING SERVICES

GROUP V – PAINTED (WATERBORNE PAINT W/GLASS SPHERES) PAVEMENT MARKINGS

NOTE: Work shall meet the minimum requirements of FDOT Specifications 711 and 971.

ITEM NO.	DESCRIPTION	MANUFACTURER	FDOT APL NO.	ESTIMATED ANNUAL QUANTITY	UNIT	UNIT PRICE	TOTAL ANNUAL PRICE	TOTAL THREE (3) YEAR PRICE (TOTAL ANNUAL PRICE X 3)
1	Arrow - Bike Lane (Paint)	Pride Enterprises dba Baker Paint	710-001-010	1	EA	20.00	20.00	60.00
2	Arrow - Left Turn (Paint)	Pride Enterprises dba Baker Paint	710-001-010	5	EA	20.00	100.00	300.00
3	Arrow - Merge Arrow (Paint)			2	EA	20.00	40.00	120.00
4	Arrow - Right Turn (Paint)			5	EA	20.00	100.00	300.00
5	Arrow - Straight (Paint)			5	EA	20.00	100.00	300.00
6	Message - Bike Man Symbol (Paint)			1	EA	50.00	50.00	150.00
7	Message - Merge (Paint)			1	EA	50.00	50.00	150.00
8	Message - Only (Paint)			1	EA	50.00	50.00	150.00
9	Message - RxR (Paint)			1	EA	50.00	50.00	150.00
10	Message - School (Paint)			1	EA	50.00	50.00	150.00
11	6" Wide Skip Line, White (Paint)			100	LF	.60	60.00	180.00
12	6" Wide Skip Line, Yellow (Paint)			Pride Enterprises dba Baker Paint	710-002-012	100	LF	.60
13	Solid 6" White (Paint)	Pride Enterprises dba Baker Paint	710-001-010	500	LF	.60	300.00	900.00
14	Solid 6" Yellow (Paint)	Pride Enterprises dba Baker Paint	710-002-012	500	LF	.60	300.00	900.00
15	Solid 8" White (Paint)	Pride Enterprises dba Baker Paint	710-001-010	25	LF	1.00	25.00	75.00

AKCA LLC
 Company Name


 Authorized Signature Scott Walls General Manager

Vendor Return Complete Bid Document


Vendor's Initials: SW
 Page 35 of 71

SECTION VI – BID FORM (CONTINUED)
ITB NO. 22-T00045/TB – TRAFFIC MARKING SERVICES

ITEM NO.	DESCRIPTION	MANUFACTURER	FDOT APL NO.	ESTIMATED ANNUAL QUANTITY	UNIT	UNIT PRICE	TOTAL ANNUAL PRICE	TOTAL THREE (3) YEAR PRICE (TOTAL ANNUAL PRICE X 3)
16	Solid 12" White (Paint)	Pride Enterprises dba Baker paint	710-001-010	10	LF	2.00	20.00	60.00
17	Solid 18" White (Paint)	↓	↓	25	LF	2.00	50.00	150.00
18	Solid 18" Yellow (Paint)	Pride Enterprises dba Baker paint	710-002-012	25	LF	2.00	50.00	150.00
19	Solid 24" White (Paint)	Pride Enterprises dba Baker paint	710-001-010	250	LF	2.00	500.00	1500.00

PART V THREE (3) YEAR SUB-TOTAL: 5925.00

AKCA LLC
 Company Name


 Authorized Signature Scott Watts General Manager

Vendor Return Complete Bid Document

Vendor's Initials: —
 Page 36 of 71

SECTION VI – BID FORM (CONTINUED)
ITB NO. 22-T00045/TB – TRAFFIC MARKING SERVICES

GROUP VI – RAISED RETRO-REFLECTIVE PAVEMENT MARKERS (RPM'S) AND BITUMINOUS ADHESIVE

The unit price for this Group shall include all work and materials to install the RPM's including the cost to remove existing RPM's NOTE: Work shall meet the minimum requirements of FDOT Specifications 706 & 970.

ITEM NO.	DESCRIPTION	MANUFACTURER	FDOT APL NO.	ESTIMATED ANNUAL QUANTITY	UNIT	UNIT PRICE	TOTAL ANNUAL PRICE	TOTAL THREE (3) YEAR PRICE (TOTAL ANNUAL PRICE X 3)
1	Pavement Marker, Raised, Reflectorized, Class B, 4"x4" nominal, 2-color bidirectional with two reflective faces. Any Color Combination.	Ennis-Flint	706-002-011	10,000	EA	3.50	35,000.00	105,000.00
2	Pavement Marker, Raised, Reflectorized, Class B, 4"x4" nominal, 1-color bidirectional. Any Color Combination.	Ennis-Flint	706-002-011	5,000	EA	.25	1,250.00	3,750.00

PART VI THREE (3) YEAR SUB-TOTAL: 108,750.00

GROUP VII – MISCELLANEOUS


ITEM NO.	DESCRIPTION	MANUFACTURER	FDOT APL NO.	ESTIMATED ANNUAL QUANTITY	UNIT	UNIT PRICE	TOTAL ANNUAL PRICE	TOTAL THREE (3) YEAR PRICE (TOTAL ANNUAL PRICE X 3)
1	Mobilization Surcharge for Work Orders valued less than \$10,000	N/A	N/A	1	EA	1,000.00	1,000.00	3,000.00

PART VII THREE (3) YEAR SUB-TOTAL: 3,000.00

TOTAL THREE (3) YEAR BASE BID (including Parts I – VII): 1,712,985.00


TOTAL THREE (3) YEAR BASE BID (in words): One million Seven Hundred Twelve Thousand Nine Hundred Eighty Five Dollars & zero cents

AKCA LLC
 Company Name


 Authorized Signature Scott Walls General Manager

SECTION VI – BID FORM (CONTINUED)
ITB NO. 22-T00045/TB – TRAFFIC MARKING SERVICES

The undersigned Bidder has carefully read the Invitation to Bid and its provisions, terms and conditions covering the equipment, materials, supplies and services as called for, and fully understands the requirements and conditions. Bidder certifies that this bid for the same goods/services (unless otherwise specifically noted), and is in all respects fair and without collusion or fraud. Bidder agrees to be bound by all the terms and conditions of this Invitation to Bid and certifies that the person(s) signing this bid is (are) authorized to bind the Bidder. Bidder agrees that if Bidder is awarded this Invitation to Bid, Bidder will provide the materials and services as stipulated in the specifications of this Invitation to Bid. Bidder further agrees to furnish and to deliver materials and services as indicated, with all transportation charges prepaid, and for the prices quoted.

<u>AKCA LLC</u>			
COMPANY NAME		AUTHORIZED SIGNATURE	
<u>4603 Reece Rd.</u>			
MAILING ADDRESS			
<u>Plant City, FL 33566</u>			
CITY, STATE, ZIP CODE			
<u>813-752-4471</u>	<u>813-752-2357</u>	<u>jswitch@akcainc.com</u>	
TELEPHONE NUMBER	FAX NUMBER	EMAIL ADDRESS	
<u>Joel Switch</u>		<u>Estimator</u>	
CONTACT PERSON		TITLE	

Inquiries regarding this Invitation for bid may be directed to Tim Bertulli Purchasing Agent, at telephone number 352-754-4020 or email purchasing@hernandocounty.us.

IMPORTANT NOTE: When completing your Bid, do not attach any forms which may contain terms and conditions that conflict with those listed in the County's Bid document(s). Inclusion of additional terms and conditions such as those which may be on your company's standard forms shall result in your Bid being declared non-responsive as these changes will be considered a counteroffer to the County's Bid.

SECTION VII – REQUIRED FORMS AND CERTIFICATIONS

ATTACHMENT 1

STATEMENT OF NO BID

N/A

If you do not intend to bid on this requirement, please return this form immediately to:

**Hernando County
Purchasing and Contracts Department
15470 Flight Path Drive
Brooksville, FL 34604**

We, the undersigned, have declined to submit a proposal on: _____
_____.

Reason:

- _____ Specifications too tight, geared toward one brand or manufacturer (explain below)
- _____ Insufficient time to respond.
- _____ Specifications unclear (explain below)
- _____ We do not offer this product/services.
- _____ Our present schedule does not permit us to perform.
- _____ Unable to meet specifications or provide services.

Remarks:

We understand that if this Statement of No Bid is not executed and returned, our name may be deleted from the list of qualified Bidders.

COMPANY NAME: _____

ADDRESS: _____

PHONE: _____

SIGNATURE: _____ TITLE: _____

SECTION VII – REQUIRED FORMS AND CERTIFICATIONS

ATTACHMENT 2

DRUG FREE WORKPLACE CERTIFICATE

I, the undersigned, in accordance with Florida Statute 287.087 (Current Edition), hereby certify that, (print or type name of firm) AKCA, LLC

- Publishes a written statement notifying that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Workplace named above, and specifying actions that will be taken against violations of such prohibition.
- Informs employees about the dangers of drug abuse in the workplace, the firm’s policy of maintaining a drug free working environment, and available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug use violations.
- Gives each employee engaged in providing commodities or contractual services that are under proposal a copy of the statement specified above.
- Notifies the employees that as a condition of working on the commodities or contractual services that are under proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, pleas of guilty or nolo contendere to, any violation of Chapter 893 (Current Edition), or of any controlled substance law of the State of Florida or the United States, for a violation occurring in the workplace, no later than five (5) days after such conviction, and requires employees to sign copies of such written statement to acknowledge their receipt.
- Imposes a sanction on, or requires the satisfactory participation in, a drug abuse assistance or rehabilitation program, if such is available in the employee’s community, by any employee who is so convicted.
- Makes a good faith effort to continue to maintain a drug free workplace through the implementation of the Drug Free Workplace program.
- “As a person authorized to sign this statement, I certify that the above named business, firm or corporation complies fully with the requirements set forth herein”.



 Authorized Signature
Scott Walls General Manager 3/8/2022
 Date Signed

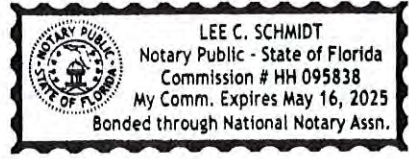
State of: Florida

County of: Hillsborough

Sworn to and subscribed before me this 8 day of March, 2022

Personally known ✓ or Produced Identification _____ (Specify Type of Identification)


 Signature of Notary



My Commission Expires: 5/16/2025

This document must be completed and returned with your Submittal.


SECTION VII – REQUIRED FORMS AND CERTIFICATIONS

ATTACHMENT 3

**AFFIDAVIT OF NON-COLLUSION AND OF NON-INTEREST OF
HERNANDO COUNTY EMPLOYEES**

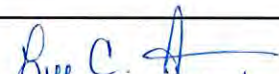
Certification that Vendor/Contractor affirms that the Bid/Proposal presented to the owner is made freely, and without any secret Agreement to commit a fraudulent, deceitful, unlawful or wrongful act of collusion.

Scott Walls, * being first duly sworn, deposes and says that he (it) is the Vendor/Contractor in the above Bid/Proposal, that the only person or persons interested in said proposal are named therein; that no officer, employee or agent of the Hernando County Board of County Commissioners (BOCC) or of any other Vendor/Contractor is interested in said bid/proposal; and that affiant makes the above Bid/Proposal with no past or present collusion with any other person, firm or corporation.


Affiant Scott Walls General Manager

STATE OF Florida
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me this 8 day of March, 2022 by Scott Walls General Manager, who is personally known to me or who has produced as identification and who did take an oath.

Notary Public: 
My Commission Expires: 5/16/2025

*NOTICE: State name of Vendor/Contractor followed by name of authorized individual (and title) that is signing as Affiant. If Vendor/Contractor is an individual, state name of Vendor/Contractor only.

This document must be completed and returned with your Submittal.

SECTION VII – REQUIRED FORMS AND CERTIFICATIONS

ATTACHMENT 4

SWORN STATEMENT PURSUANT TO SECTION 287.133 (3) (a), (CURRENT EDITION)
FLORIDA STATUTES, IN PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to

_____ County of Hernando _____

by Scott Walls General Manager
_____ [print individual's name and title]

for AKCA, LLC
_____ [print name of entity submitting sworn statement]

whose business address is 4603 Reece Rd Plant City, FL 33566

(if applicable) its Federal Employer Identification Number (FEIN) is 34-1337287
(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement) : _____

2. I understand that a "public entity crime" as defined in Paragraph 287.133 (1)(g), Florida Statutes (Current Edition), means a violation of any public entity or with an agency or political subdivision of any other State or of the United States, including, but not limited to, any Proposal or Contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133 (1)(b), Florida Statutes (Current Edition), means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133 (1)(a), Florida Statutes (Current Edition), 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 person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length Agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.
5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes (Current Edition), means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding Contract and which Proposals or

applies to Proposal on Contracts for the provisions 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.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement: [indicate which statement applies]

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

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

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

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY 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.


[signature] Scott Walls General Mgr. [date] 3/8/2022

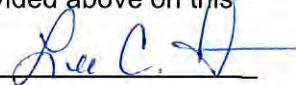
STATE OF FLORIDA

COUNTY OF Hillsborough

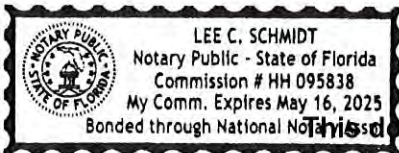
PERSONALLY APPEARED BEFORE ME, the undersigned authority

Scott Walls who, after first being
[Name of Individual Signing]

sworn by me, affixed his signature in the space provided above on this

8th day of March, 2022 

NOTARY PUBLIC



My commission expires: 5/16/2025

This document must be completed and returned with your Submittal.

SECTION VII – REQUIRED FORMS AND CERTIFICATIONS

ATTACHMENT 5

AUTHORIZED SIGNATURES/NEGOTIATORS

The Vendor/Contractor represents that the following persons are authorized to sign and/or negotiate Contracts and related documents to which the Vendor/Contractor will be duly bound:

Name	<u>Billy D. Miller Jr.</u>	Title	<u>CFO / President</u>	Phone No.	<u>764-936-0520</u>
	<u>Anthony Tomljanovic</u>		<u>CEO / Secretary</u>		<u>764-936-0125</u>
	<u>Scott Walls</u>		<u>General Manager</u>		<u>813-752-4471</u>
	_____		_____		_____


(Signature)

Scott Walls General Manager
(Title)

(Name of Business)

The Vendor/Contractor shall complete and submit the following information with its Bid or Proposal:

Type of Organization

_____ Sole Proprietorship _____ Partnership

_____ Joint Venture Corporation

State of Incorporation: Ohio

Federal I.D. is 34-1337287

This document must be completed and returned with your Submittal.

SECTION VII – REQUIRED FORMS AND CERTIFICATIONS

ATTACHMENT 6

VENDOR REGISTRATION HERNANDO COUNTY, FL

To be completed by vendor:

Vendor type:

- () Corporation
- () Partnership
- () Sole Proprietorship
- () Other _____ (Explain)

Federal Employer Identification

Number or Social Security Number: 34-1337287

Please attach your completed W-9 Form

PAYMENT WILL NOT BE MADE UNTIL A COMPLETED W9 HAS BEEN RECEIVED.

Firm Name: Akca, LLC

Mailing Address: 4603 Reece Rd.

City Plant City State FL Zip 33566

Telephone No. 813-752-4471 Fax No. 813-752-2357

Web Address: akcainc.com Email: swalls@akcainc.com
jswitch@akcainc.com
tschmidt@akcainc.com

Commodity or Service Supply: Pavement Makings & Signs

If remittance address is different from the mailing address so indicate below.

Firm Name: _____

Mailing Address: _____

City _____ State _____ Zip _____

An ACH electronic payment method is offered as an alternative to a payment by physical check.

- () Please check this box if you accept the ACH electronic payment method. (Recommended and Preferred)

Signature: _____

Name & Title Printed: Scott Walls General Manager

This document must be completed and returned with your Submittal.

SECTION VII – REQUIRED FORMS AND CERTIFICATIONS

ATTACHMENT 7

LOCAL VENDOR AFFIDAVIT OF ELIGIBILITY

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to

HERNANDO COUNTY BOARD OF COUNTY COMMISSIONERS

by Scott Walls General Manager
[Print individual's name and title]

for AKCA LLC
[Print name of Company/Individual submitting sworn statement]

Whose business address is 4603 Reece Rd Plant City, FL

(If applicable) its Federal Employer Identification Number (FEIN) is 34-1337287

(If the entity has no FEIN, include the Social Security Number of the individual signing this Sworn statement) :

2. **LOCAL PREFERENCE ELIGIBILITY**

A. Vendor/Individual has been in business in Hernando County for a minimum of twelve (12) months prior to date of bid or quote? YES NO

B. Proof of Real Property Tax Submitted with Affidavit: YES NO

C. Copy of Florida Division of Corporations Annual Report Submitted with Affidavit: YES NO

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE HERNANDO COUNTY PURCHASING AND CONTRACTS FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM SHALL BE SUBMITTED WITH EACH BID OR QUOTE SUBMITTED TO HERNANDO COUNTY.

[Signature] Scott Walls General Manager
March 8, 2022
[Date]

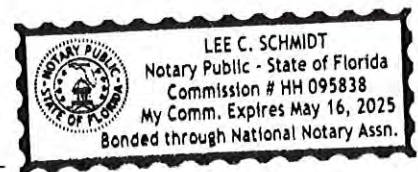
STATE OF FLORIDA
COUNTY OF Hillsborough

PERSONALLY APPEARED BEFORE ME, the undersigned authority Scott Walls who, after first being Sworn by me, affixed his signature in the space provided above on this 8 Day of March, 2022.

[Signature]
NOTARY PUBLIC

My commission expires: 5/16/2025

Personally Known _____ or Produced Identification _____
Type of Identification Produced _____



SECTION VII – REQUIRED FORMS AND CERTIFICATIONS

ATTACHMENT 8

E-VERIFY CERTIFICATION

Bid/Contract No: Solicitation # 22-T00045/TB Contract # 22-T00045/TB

Financial Project No(s): _____

Project Description: Hernando County Annual Traffic Marking Services

Vendor/Contractor acknowledges and agrees to the following:

Vendor/Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of:

1. All persons employed by the Vendor/Contractor during the term of the Contract to perform employment duties within Florida; and
2. All persons, including Sub-Contractors, assigned by the Vendor/Contractor to perform work pursuant to the Contract with the Department.

Company/Firm: AKCA, LLC

Authorized Signature: 

Print Name: Scott Walls

Title: General Manager

Date: March 8, 2022

This document must be completed and returned with your Submittal.

SECTION VII –REQUIRED FORMS AND CERTIFICATIONS

ATTACHMENT 9

REFERENCES

Vendor/Contractor shall attest, by signing this Bid/Proposal, that their firm has at least three (3) years commercial experience performing services similar to the scope of services specified within these Contract documents.

Vendor/Contractor shall submit at least three (3) references of firms, organizations and/or governmental agencies/entities for which services of similar size and scope as this Bid have been performed within the last three (3) years. Failure to complete and return this section may render the Bid/Proposal non-responsive.

FIRM NAME AND ADDRESS	Hillsborough County Bocc Purchasing Dept. County Center, 18 th Floor Tampa, FL 33601
CONTACT PERSON	Cindy Bell
EMAIL ADDRESS	
TELEPHONE NUMBER	813-272-5790
FAX NUMBER	
CONTRACT NUMBER	18-0690
CONTRACT DATE(S)	7/24/2018 through 7/24/2022

FIRM NAME AND ADDRESS	City of St. Petersburg Purchasing Dept. P.O. Box 2842 St. Petersburg, FL 33731
CONTACT PERSON	Mike Gebler
EMAIL ADDRESS	michael.gebler@stpete.org
TELEPHONE NUMBER	727-893-7197
FAX NUMBER	
CONTRACT NUMBER	Po# 235662
CONTRACT DATE(S)	2/1/2021 through

FIRM NAME AND ADDRESS	Florida Dept. of Transportation Dist 1
CONTACT PERSON	Mike Adams
EMAIL ADDRESS	michael.adams@DOT.State.FL.us
TELEPHONE NUMBER	941-708-4448
FAX NUMBER	
CONTRACT NUMBER	E1597-R2
CONTRACT DATE(S)	11/5/2019 through 11/5/2022

AKCA, LLC
Company Name


Authorized Signature
Scott Wallis General Manager

This document must be completed and returned with your Submittal.

SECTION VII – REQUIRED FORMS AND CERTIFICATIONS

ATTACHMENT 10

EQUIPMENT LISTING

Bidders shall indicate below a complete listing of all equipment said Bidders will use in the performance of this Contract, including rolling stock, loaders, tractors, mowers and any other specialized equipment. INDICATE WHETHER SUCH EQUIPMENT IS OWNED BY THE COMPANY. Failure to complete and return this section may render Bidder's Proposal non-responsive. The County reserves the right to perform a site visit at the Vendor/Contractor's location for purpose of verification of equipment listed and visual observation of equipment condition.

<u>DESCRIPTION</u>	<u>COMPANY-OWNED?</u>	
<u>See Attached</u>	YES _____	NO _____
_____	YES _____	NO _____
_____	YES _____	NO _____
_____	YES _____	NO _____
_____	YES _____	NO _____
_____	YES _____	NO _____
_____	YES _____	NO _____
_____	YES _____	NO _____
_____	YES _____	NO _____
_____	YES _____	NO _____
_____	YES _____	NO _____
_____	YES _____	NO _____
_____	YES _____	NO _____
_____	YES _____	NO _____
_____	YES _____	NO _____
_____	YES _____	NO _____

<u>Akca, LLC</u>	<u>Scott Walls General Manager</u>
BIDDER'S COMPANY NAME	CONTACT PERSON (Name) (Title)
<u>4603 Reece Rd</u>	<u>813-752-4471</u>
MAILING ADDRESS	TELEPHONE NO. – FAX NO.
<u>Plant City, FL 33566</u>	<u>swalls@akcainc.com</u>
CITY, STATE AND ZIP CODE	EMAIL ADDRESS

This document must be completed and returned with your Submittal.

Group	Machine & Equipment	EQ ID # / Serial - Model #	Date in Service
189	Kettle MRL	on veh # 60	8/16/1999
	Frog Forklift	EQ 213	2002
224	Kettle MRL	Eq 078	4/18/2001
235	Kettle MRL	Eq 049	9/1/2001
246	Kettle MRL	EQ 055	1/28/2002
273	Retro reflectometer	EQ326	3/21/2003
278	Kettle MRL		4/21/2003
285	Melter		10/20/2003
290	Melter		12/2/2003
304	Safestop TMA, model 9181	EQ 410B	4/4/2004
309	Safestop TMA, model 9181	EQ 533	5/6/2004
313	Safestop TMA, model 9181	EQ0088, S/N 2379780088	7/21/2004
318	Kettle bit		8/27/2004
328	585d trailer	#203 / Horton	5/11/2005
330	Melter (80 gal kettle)	EQ145	8/24/2005
344	Kettles		5/25/2006
348	98' Teledyne Forklift	EQ4575, s/n 954575	6/26/2006
350	Retro Reflectometer	EQ425	6/29/2006
360	dump trailer	EQ146	10/31/2006
375	Kettles	on veh # 154	5/14/2007
382	Kettle MRL		8/6/2007
	Trinity MPS-350		8/6/2007
	MPS350		8/6/2007
	MPS-350		8/6/2007
396	two-car trailer	EQ166	1/29/2008
397	Trinity TMA MPS-350	EQ3134	1/25/2008
404	TMA Trinity Rail	EQ3224	5/13/2008
425	Trinity MPS-350	#3489	8/21/2009
427	TMA Trailer	#178	8/19/2009
432	Trinity MPS-350		8/24/2009
433	Trinity MPS-350		9/25/2009
435	Pressure washer	EQ4051	12/5/2009
438	Melter	EQ106, on veh # 207	6/7/2010
442	Melter	EQ208, on veh # 118	6/7/2010
443	trailer	#184	8/3/2010
445	Delta Retrometer	eq133	8/28/2010
449	Smith Mfg #50833		9/24/2010
464	Cyclone blower	eq8185 / KB3	1/6/2011
471	Safesite MPS-350 TMA	eq3849	6/21/2011
472	Safesite MPS-350 TMA	eq3848	6/20/2011
476	Melter, 80 gal kettle	eq180	12/19/2011
477	Melter	EQ145	12/19/2011
482	Line Lazer	eq266	2/22/2012
492	Handliner, hbm-3m	EQ2193	7/17/2012
493	Grinder	eq2181	6/29/2012
494	Grinder	eq2182	6/29/2012

Group	Machine & Equipment	EQ ID # / Serial - Model #	Date in Service
497	Handliner	EQ5030	8/16/2012
499	Handliner	#5031 / S/N: 1002G61	9/25/2012
508	Crown Cookie Disp	EQCD1	10/30/2013
530	2009 Utility Trailer Linex T001	T001	11/4/2013
531	2009 Utility Trailer Linex T002	T002	11/4/2013
533	2007 Utility Trailer	T004	11/4/2013
534	2006 Eager Beaver Trailer	T005	11/4/2013
552	Paint Equip	on truck 231	11/4/2013
553	Paint Equip	on truck 232	11/4/2013
554	Paint Equip	on truck 233	11/4/2013
555	Paint Equip	on truck 234	11/4/2013
556	New Mark Double Drop Hand Liner		11/4/2013
557	New Mark Double Drop		11/4/2013
558	STE Hand Liner		11/4/2013
559	STE Hand Liner		11/4/2013
560	STE Hand Liner		11/4/2013
561	Graco Drum Grinder		11/4/2013
562	Graco Drum Grinder		11/4/2013
563	Graco Drum Grinder		11/4/2013
564	Little wonder blower		11/4/2013
565	Little wonder blower		11/4/2013
566	Kelly Creswell Paint Mch		11/4/2013
567	Kelly Creswell Paint Mch		11/4/2013
568	Bituminous Hand Cart		11/4/2013
569	Bituminous Hand Cart		11/4/2013
570	Bituminous Hand Cart		11/4/2013
571	Bituminous Hand Cart		11/4/2013
572	Bituminous Hand Cart		11/4/2013
573	Bituminous Hand Cart		11/4/2013
574	Bituminous Hand Cart		11/4/2013
575	Bituminous Hand Cart		11/4/2013
576	Line Laser Paint Machine		11/4/2013
577	Line Laser Paint Machine		11/4/2013
578	Line Laser Paint Machine		11/4/2013
579	Line Laser Paint Machine		11/4/2013
580	Line Laser Paint Machine		11/4/2013
581	Line Laser Paint Machine		11/4/2013
582	Line Laser Paint Machine		11/4/2013
583	Line Laser Paint Machine		11/4/2013
592	Core Drill, Husqvarna	eq240 / s/n: 2013-3900008	12/24/2013
593	utility trailer	#229	1/9/2014
594	utility trailer	#235	1/21/2014
595	Handliner	EQ31	2/12/2014
596	Handliner	EQ30	2/12/2014
597	utility trailer	#236	2/11/2014
599	linedriver	EQ32 s/n: BA373	6/5/2014

Group	Machine & Equipment	EQ ID # / Serial - Model #	Date in Service
602	Light Towers		1/8/2014
603	Light Towers		1/8/2014
604	Light Towers		1/8/2014
607	line lazer	EQ9733, S/N: BA9733	9/12/2014
609	Wanco 4x8 Arrowboard	EQ33	10/6/2014
610	Wanco 3x6 Arrowboard	EQ34	10/6/2014
613	Light Towers(2)		10/25/2014
616	Line Lazer	#9823	11/14/2014
621	Wanco 3x6 Arrowboard	EQ35	4/1/2015
622	Wanco 4x8 Arrowboard	EQ36	4/1/2015
623	Paint gun/shroud		4/15/2015
624	Paint gun/shroud		4/15/2015
625	Paint gun/shroud		4/15/2015
626	Paint gun/shroud		4/15/2015
627	Paint gun/shroud		4/15/2015
628	Wanco 4x8 Arrowboard	EQ38	5/26/2015
629	Wanco 4x8 Arrowboard	EQ37	5/26/2015
631	line lazer	EQ0391	5/12/2015
632	line driver	EQ4332, BA-4332	5/12/2015
633	Motorized Hwy Tape Applicator	EQ182	6/29/2015
636	MPS-350X TMA	EQ3850, s/n: 577-596	6/18/2015
638	Kubota engine		6/29/2015
643	Wanco 4x8 Arrowboard	EQ39	7/24/2015
644	Wanco 4x8 Arrowboard	EQ4051	7/24/2015
646	MPS-350X TMA	EQ3875	9/30/2015
647	MPS-350X TMA	EQ3876	9/30/2015
651	MRL Mini Mac 400 Thermoplastic ride-on	EQ40070	10/30/2015
652	chop saw, Stihl	EQ6029, s/n: 180446029	12/3/2015
654	utility trailer	#251	12/14/2015
655	Doosan Forklift	#6447, s/n: FGA08-1790-06447	12/28/2015
659	MPS-350X TMA	EQ595	4/27/2016
660	Roll applicator	EQ3653, S/N: 1604-3653	4/28/2016
662	line driver	EQ5127, S/N: BA5127	5/27/2016
663	Graco 3900 Line Lazer w/3 guns	EQ1386, s/n: BA11386	5/17/2016
666	SM-5 Road Marking Master, 48-output	EQ254	5/24/2016
668	Bituminous Applicator model 1001	EQ1001	6/17/2016
669	Bituminous Applicator model 1001	EQ1002	6/17/2016
674	MPS-350X TMA	EQ7677, s/n: 577-677	7/25/2016
675	Gas Traffic Line Eraser	EQ1047	7/25/2016
676	Gas Traffic Line Eraser	EQ1048	7/25/2016
678	Kubota engine		8/22/2016
679	Kubota engine		8/22/2016
680	Smith FS200 Scarifier/Grinder	EQ1276, s/n: 31276	8/10/2016
681	Core Drill TS-503, Diteq Shibuya	EQ0017, s/n 4100017	8/22/2016
683	Generator	EQ3852	8/24/2016
684	Wanco 4x8 Arrowboard	EQ41	9/28/2016

Group	Machine & Equipment	EQ ID # / Serial - Model #	Date in Service
685	Wanco 4x8 Arrowboard	EQ42	9/28/2016
686	Bituminous Machine	EQP001	8/24/2016
687	Bituminous Machine	EQP002	8/24/2016
689	2016 24' MIRK ROCK AUGER BIT	EQ245	11/1/2016
691	Pressure washer	EQ3397, s/n 03073397	11/22/2016
693	Melter 80 gal kettle	EQ246	12/14/2016
697	walk behind blower	EQ1626, s/n: 1160031626	2/17/2017
700	Melter 80 gal kettle	EQ118	7/6/2017
701	line lazer, 2 gun	BA365	3/28/2017
702	portable z-bar punch	EQ100	4/13/2017
704	Squeeze Roll Applicator	EQ101	4/13/2017
705	Epoxy metering machine	EQ0278	4/21/2017
708	gas-powered post driver	EQ3200, s/n: AEM0088H	5/18/2017
715	Wanco 4x8 Arrowboard	EQ43	8/1/2017
716	Wanco 3x6 Arrowboard	EQ44	8/1/2017
717	Wanco 3x6 Arrowboard	EQ45	8/1/2017
720	Wanco 4x8 Arrowboard	EQ46	10/24/2017
721	Wanco 4x8 Arrowboard	EQ47	10/24/2017
741	TEREX 26" Auger Bit	EQ265	2/28/2018
746	kettle pushcart	EQ98	4/19/2018
747	kettle pushcart	EQ99	4/19/2018
758	2016 A770 T4 Bobcat All-Wheel Steel Loader	EQ1149	6/8/2018
760	sr28 heater	EQ1247	6/6/2018
767	crash bar pad	EQ1127	7/1/2018
768	crash bar pad	EQ1128	7/1/2018
769	2012 CAT Forklift	EQ48	7/26/2018
770	2012 CAT Forklift	EQ49	7/26/2018
780	air compressor	EQ320	9/14/2018
793	MPS-350X TMA	EQ1180	12/4/2018
805	bead gun	EQ404	3/16/2019
806	linelazer	EQ4694	4/29/2019
807	linelazer	EQ4693	4/29/2019
809	MPS-350X TMA	EQ1259	5/10/2019
810	Wanco 4x8 Arrowboard	EQ13	5/21/2018
811	Wanco 4x8 Arrowboard	EQ15	5/21/2018
813	TMA winch assembly	#5663B	6/21/2019
814	TMA winch assembly	#5663B	6/21/2019

SECTION VII – REQUIRED FORMS AND CERTIFICATIONS

ATTACHMENT 11

HERNANDO COUNTY EMPLOYMENT DISCLOSURE CERTIFICATION STATEMENT

March 8, 2022
(date)

Hernando County Purchasing and Contracts
15470 Flight Path Drive
Brooksville, FL 34604

The undersigned certifies that to the best of his/her knowledge:

Is any Officer, Partner, Director, Proprietor, Associate or Member of the Business Entity a former employee of Hernando County within the last two (2) years? No Yes


Is any Officer, Partner, Director, Proprietor, Associate or Member of the Business Entity a Relative or Member of the Household of a current Hernando County Employee that had or will have any involvement with this Procurement or Contract Authorization? No Yes

If the answer to either of the above questions is "Yes", complete the "Relatives and Former Hernando County Employees - Roles and Signatures" table (Part A and/or Part B, as applicable).

Bidder:

swalks@akcainc.com
(Email address)

4603 Reece Rd. Plant City, FL 33566
(Address)


(Signature required)

813-752-4471
(Phone)

Scott Walks
(Print name)

813-752-2357
(Fax)

General Manager
(Print title)

34-1337287
(Federal Taxpayer ID Number)

This document must be completed and returned with your Submittal.

SECTION VII – REQUIRED FORMS AND CERTIFICATIONS

ATTACHMENT 11 (continued)

Relatives and Former Hernando County Employees – Roles and Signatures

Part A: Employees that left Hernando County in the last two years.			
Employee Name/Signature	Job Performed for Hernando County	Current Role with Business Entity	Date Left Hernando County
N/A			
Name: _____ Sign: _____ • Involved with this Procurement on behalf of Hernando County? <input type="checkbox"/> No <input type="checkbox"/> Yes • Involved with Proposal development for this Procurement? <input type="checkbox"/> No <input type="checkbox"/> Yes			
Name: _____ Sign: _____ • Involved with this Procurement on behalf of Hernando County? <input type="checkbox"/> No <input type="checkbox"/> Yes • Involved with Proposal development for this Procurement? <input type="checkbox"/> No <input type="checkbox"/> Yes			
Name: _____ Sign: _____ • Involved with this Procurement on behalf of Hernando County? <input type="checkbox"/> No <input type="checkbox"/> Yes • Involved with Proposal development for this Procurement? <input type="checkbox"/> No <input type="checkbox"/> Yes			
Part B: Identify Officers, Partners, Directors, Proprietors, Associates or Members of the Business Entity that are Relatives or Members of the Household of Hernando County employees currently working for Hernando County, if Hernando County employee had or will have any involvement with this Procurement of Contract.			
Firm Officer, Partner, Director, Proprietor, Associate or Member Name	Name and Relationship of Relative or Member of Household Employed at Hernando County	Role at Hernando County	Hernando County employee's Role with this Procurement

(Make copies of this form as needed to list additional employees.)

This document must be completed and returned with your Submittal.

SECTION VII – REQUIRED FORMS AND CERTIFICATIONS

ATTACHMENT 12

**VENDOR CERTIFICATION REGARDING
SCRUTINIZED COMPANIES**

Respondent Vendor Name: AKCA, LLC

Vendor/Contractor FEIN: 34-1337287

Vendor/Contractor's Authorized Representative Name and Title:
Scott Walls General Manager

Address: 4603 Reece Rd.


City: Plant City State: FL Zip: 33566

Phone Number: 813-752-4471

Email Address: swalls@akcainc.com

Section 287.135 (Current Edition), Florida Statutes, prohibits agencies from contracting with companies for goods or services of \$1,000,000.00 or more, that are on either the Scrutinized Companies with Activities in Sudan list, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector lists which are created pursuant to s. 215.473 F.S. (Current Edition), or the Scrutinized Companies that Boycott Israel list, created pursuant to s. 215.4725 F.S. (Current Edition), or companies that are engaged in a boycott of Israel or companies engaged in business operations in Cuba or Syria.

As the person authorized to sign on behalf of Respondent, I hereby certify that the company identified above in the section entitled "Respondent Vendor Name" is not listed on either the Scrutinized Companies with Activities in Sudan list or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector list, or the Scrutinized Companies that Boycott Israel list. I further certify that the company is not engaged in a boycott of Israel. I understand that pursuant to section 287.135 (Current Edition), Florida Statutes, the submission of a false certification may subject company to civil penalties, attorney's fees, and/or costs and does not have business operations in Cuba or Syria.

Certified by: 

who is authorized to sign on behalf of the above-reference company.

Print Name and Title: Scott Walls General Manager

Date: March 8, 2022

This document must be completed and returned with your Submittal.

SECTION VII – REQUIRED FORMS AND CERTIFICATIONS

ATTACHMENT 13

ADDENDUM ACKNOWLEDGEMENT

The undersigned acknowledges receipt of the following addenda to the Bid/Request for Proposals (indicate number and date of each):

Addendum No. 1 Dated 03-01-2022

Addendum No. Dated

Addendum No. Dated

Addendum No. Dated

FAILURE TO SUBMIT ACKNOWLEDGEMENT OF ANY ADDENDUM THAT AFFECTS THE PRICING AND/OR SCOPE IS CONSIDERED A MAJOR IRREGULARITY AND MAY BE CAUSE FOR REJECTION OF ANY BID.

AKCA, LLC
Company Name

[Signature]
Authorized Signature
Scott Walls General Manager

VENDOR SURVEY

Please provide information on where you received the knowledge of the Bid/Request for Proposals (mark all that apply):

- BIDNET DIRECT
- NEWSPAPER
- PURCHASING AND CONTRACTS ADVERTISEMENT BOARD
- REFERRED BY: _____
- OTHER (PLEASE SPECIFY): _____

This document must be completed and returned with your Submittal.

SECTION VIII – EXHIBITS**EXHIBIT A****FDOT STANDARD SPECIFICATIONS FOR
ROAD AND BRIDGE CONSTRUCTION****SECTION 706
RETROREFLECTIVE PAVEMENT
MARKERS AND BITUMINOUS ADHESIVE****706-1 Description.**

Place retroreflective pavement markers (RPMs) and adhesive, which upon installation produces a positive guidance system to supplement other reflective pavement markings.

706-2 Materials.

Use only Class B markers unless otherwise shown in the Plans.

Meet the requirements of Section 970.

706-2.1 Product Acceptance on the Project. Use only reflective pavement markers and bituminous adhesive that are listed on the Department's Approved Product List (APL).

706-3 Equipment.

Use equipment having either thermostatically controlled double boiler type units utilizing heat transfer oil or thermostatically controlled electric heating pots to install hot applied bituminous adhesive. Do not use direct flame melting units with flexible adhesives; however, this type of unit may be used with standard adhesive in accordance with manufacturer's recommendations. Use a melter/applicator unit suited for both melting and pumping the adhesive through heated applicator hoses.

Heat the adhesive to between 375 °F and 425°F and apply directly to the bonding surface from the melter/applicator by either pumping or pouring. Maintain the application temperature between 375 °F and 425°F. The adhesive may be reheated. However, do not exceed the manufacturer's recommendations for pot life at application temperatures.

706-4 Application.

Install RPMs in accordance with Design Standards, Index Nos. 17345 and 17352.

Apply RPMs to the bonding surface using bituminous adhesives only. The Engineer will conduct field testing in accordance with FM 5-566. Correct RPMs not applied in accordance with these requirements at no cost to the Department.

Prior to application of adhesive, clean the portion of the bonding surface of any material which would adversely affect the adhesive.

Apply the adhesive to the bonding surface (not the marker) so that 100% of the bonding area of the marker will be covered, in accordance with adhesive manufacturer's recommendations. Apply sufficient adhesive to ensure, that when the marker is pressed downward into the adhesive, adhesive will be forced out around the entire perimeter of the marker.

Immediately remove excess adhesive from the bonding surface and exposed surfaces of the RPMs. Soft rags moistened with mineral spirits meeting Federal Specifications TT-T-291 or kerosene may be used to remove adhesive from exposed faces of the RPMs. Do not use any other solvent. If any adhesive, pavement marking materials or other foreign matter adheres to the reflective face of the marker, replace the marker at no cost to the Department.

Ensure that all final RPMs are in place prior to opening the road to traffic.

If more than 2% of the RPMs fail in adhesion or alignment within the first 45 days under traffic, replace all failed markers at no expense to the Department. If more than 5% of the markers fail in adhesion and or alignment during the initial 45 day period, the Engineer will extend the replacement period an additional 45 days from the date that all replacement markers have been installed. If, at the end of the additional 45 day period, more than 2% of all markers (initial installation and 45 day replacements combined) fail in adhesion or alignment, replace all failed markers at no expense to the Department.

706-5 Contractor's Responsibility for Notification.

Notify the Engineer prior to the placement of RPMs. At the time of notification, submit the APL number and the batch or Lot numbers of RPMs and bituminous adhesive to be used.

706-6 Method of Measurement.

The quantities to be paid for will be the number of RPMs, furnished and installed, completed and accepted.

706-7 Basis of Payment.

706-7.1 General: Price and payment will be full compensation for all work specified in this Section.

706-7.2 Lump Sum Payment: Price and payment for retroreflective pavement markers will not be measured or paid for separately, when the item for painted pavement markings (Final Surface) is included in the proposal. Price and payment will be made in accordance with 710-11.2.

**SECTION 711
THERMOPLASTIC PAVEMENT MARKINGS**

711-1 Description.

Apply new thermoplastic pavement markings, or refurbish existing thermoplastic pavement markings, in accordance with the Contract Documents.

711-2 Materials.

Use only materials listed on the Department's Approved Product List (APL) meeting the following requirements.

- Standard and Refurbishment Thermoplastic..... 971-1 and 971-5
- 971-1 and 971-5
- Prefonned Thermoplastic..... 971-1 and 971-6
- High Friction Thermoplastic..... 971-1 and 971-10
- Glass Spheres..... 971-1 and 971-2

Use sand materials meeting the requirements of 971-5.4.

The Engineer will take random samples of all material in accordance with the Department's Sampling, Testing and Reporting Guide schedule.

711-3 Equipment.

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

1. Capable of traveling at a uniform, predetermined rate of speed, both uphill and downhill, to produce a uniform application of pavement marking material and capable of following straight lines and making normal curves in a true arc.
2. Capable of applying glass spheres to the surface of the completed pavement marking by a double drop application for standard thermoplastic pavement markings and a single drop application for recapping and refurbishment thermoplastic pavement markings. The bead dispenser for the first bead drop shall be attached to the pavement marking machine in such a manner that the beads are dispensed closely behind the installed line. The second bead dispenser bead shall be attached to the pavement marking machine in such a manner that the beads are dispensed immediately after the first bead drop application. Use glass spheres dispensers equipped with an automatic cut-off control that is synchronized with the cut-off of the thermoplastic material and applies the glass spheres uniformly on the entire pavement markings surface with 50 to 60% embedment.
3. Equipped with a special kettle for uniformly heating and melting the pavement marking material. The kettle must be equipped with an automatic temperature control device and material thermometer for positive temperature control and to prevent overheating or scorching of the thermoplastic material.
4. Meet the requirements of the National Fire Protection Association, state, and local authorities.

711-4 Application.

711-4.1 General: Remove existing pavement markings such that scars or traces of removed markings will not conflict with new pavement markings by a method approved by the Engineer. Cost for removing conflicting pavement markings during maintenance of traffic operations to be included in Maintenance of Traffic, Lump Sum.

Before applying pavement markings, remove any material that would adversely affect the bond of the pavement markings by a method approved by the Engineer.

Before applying pavement markings to any portland cement concrete surface, apply a primer, sealer, or surface preparation adhesive of the type recommended by the manufacturer. Offset longitudinal lines at least 2 inches from any longitudinal joints of portland cement concrete pavement.

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

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

Apply thermoplastic material to the pavement by extrusion or other means approved by the Engineer.

Conduct field tests in accordance with FM 5-541. Take test readings representative of the pavement marking performance. Remove and replace pavement markings not meeting the requirements of this Section at no additional cost to the Department.

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. Provide temporary pavement markings during the interim period prior to opening the road to traffic.

711-4.1.1 Preformed Thermoplastic: Apply markings to dry surfaces only and when ambient air temperature is at least 32°F. Prior to installation, follow the manufacturer's recommendations for pre-heating.

711-4.1.2 High Friction Thermoplastic: High friction thermoplastic may be used as an alternative to preformed thermoplastic for special emphasis crosswalk markings. Apply markings only by gravity or air pressure thermoplastic hand liners set-up with double drop bead attachments. Install markings in accordance with the manufacturer's recommendations.

711-4.2 Thickness:

711-4.2.1 Standard Thermoplastic Markings: Apply or recap standard thermoplastic pavement markings for longitudinal lines to attain a minimum thickness of 0.10 inch or 100 mils and a maximum thickness 0.15 inch or 150 mils when measured above the pavement surface.

All chevrons, diagonal and transverse lines, messages, symbols, and arrows, wherever located, will have a thickness of 0.09 inch or 90 mils to 0.12 inch or 120 mils when measured above the pavement surface.

Measure, record and certify on Department approved form and submit to the Engineer, the thickness of white and yellow pavement markings in accordance with FM 5541.

The Engineer will verify the thickness of the pavement markings in accordance with FM 5-541 within 30 days of receipt of the Contractor's certification.

711-4.2.2 Refurbishment Thermoplastic Markings: Apply a minimum of 0.06 inch or 60 mils of thermoplastic material. Ensure that the combination of the existing marking and the overlay after application of glass spheres does not exceed the maximum thickness of 0.15 inch or 150 mils for all lines.

Measure, record and certify on Department approved form and submit to the Engineer, the thickness of white and yellow pavement markings in accordance with FM 5541.

The Engineer will verify the thickness of the pavement markings in accordance with FM 5-541 within 30 days of receipt of the Contractor's certification.

711-4.2.3 Preformed Thermoplastic: Apply 0.125 inch or 125 mils of preformed thermoplastic material.

Measure, record and certify on Department approved form and submit to the Engineer, the thickness of the pavement markings in accordance with FM 5-541.

711-4.2.4 High Friction Thermoplastic: Apply lines to attain a minimum thickness of 0.09 inch or 90 mils and a maximum thickness of 0.12 inch or 120 mils, when measured above the pavement surface.

Measure, record and certify on Department approved form and submit to the Engineer, the thickness of the pavement markings in accordance with FM 5-541.

711-4.3 Retroreflectivity: Apply white and yellow pavement markings that will attain an initial retroreflectivity of not less than 450 mcd/lx·m² and not less than 350 mcd/lx·m², respectively for all longitudinal lines. All chevrons, diagonal lines, stop lines, messages, symbols, and arrows will attain an initial retroreflectivity of not less than 300 mcd/lx·m² and 250 mcd/lx·m² for white and yellow respectively. All crosswalks and bicycle markings shall attain an initial retroreflectivity of not less than 275 mcd/lx·m². Black pavement markings must have a retroreflectance of less than 5 mcd/lx m².

Measure, record and certify on Department approved form and submit to the Engineer, the retroreflectivity of white and yellow pavement markings in accordance with FM 5541.

711-4.4 Glass Spheres:

711-4.4.1 Longitudinal Lines: For standard thermoplastic markings, apply the first drop of Type 4 or larger glass spheres immediately followed by the second drop of Type 1 glass spheres. For

refurbishment thermoplastic markings, apply a single drop of Type 3 glass spheres. Apply reflective glass spheres to all markings at the rates determined by the manufacturer's recommendations.

711-4.4.2 Chevrons, Diagonal and Transverse Lines, Messages, Symbols, and Arrows:

For standard or refurbishment thermoplastic markings, apply a single drop of Type I glass spheres. Apply retroreflective glass spheres to all markings at the rates determined by the manufacturer's recommendations.

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

711-4.4.3 Preformed Markings: These markings are factory supplied with glass spheres and skid resistant material. No additional glass spheres or skid resistant material should be applied during installation.

711-5 Contractor's Responsibility for Notification.

Notify the Engineer prior to the placement of the materials. At the time of notification, submit a certification to the Engineer with the APL number and the batch or Lot numbers of the thermoplastic and glass spheres to be used.

711-6 Protection of Newly Applied Thermoplastic Pavement Markings.

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

711-7 Observation Period.

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

The longitudinal pavement markings shall show no signs of failure due to blistering, excessive cracking, chipping, discoloration, poor adhesion to the pavement, loss of retroreflectivity or vehicular damage. The retroreflectivity shall meet the initial requirements of 711-4.3. The Department reserves the right to check the retroreflectivity any time prior to the end of the observation period.

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

711-8 Corrections for Deficiencies.

Recapping applies to conditions where additional pavement marking material is applied to new or refurbished pavement markings to correct a thickness deficiency. Correct deficiencies by recapping or removal and reapplication of a 1 mile section centered around the deficiency, as determined by the Engineer, at no additional cost to the Department.

711-9 Submittals.

711-9.1 Submittal Instructions: Prepare a certification of quantities, using the Department's current approved form, for each project in the Contract. Submit the certification of quantities and daily worksheets to the Engineer. The Department will not pay for any disputed items until the Engineer approves the certification of quantities.

711-9.2 Contractor's Certification of Quantities: Request payment by submitting a certification of quantities no later than Twelve O clock noon Monday after the estimate cut-off date or as directed by the Engineer, based on the amount of work done or completed. Ensure the certification of quantities consists of the following:

1. Contract Number, FPID Number, Certification Number, Certification Date and the period that the certification represents.
2. The basis for arriving at the amount of the progress certification, less payments previously made and less any amount previously retained or withheld. The basis will include a detailed breakdown provided on the certification of items of payment.

711-10 Method of Measurement.

The quantities, authorized and acceptably applied, under this Section will be paid as follows:

1. The length, in gross miles, of solid, 10'-30' skip, 3'-9' dotted, 6'-10' dotted, and 2'-4' dotted lines.
2. The length, in linear feet, of transverse lines, diagonal lines, chevrons, and parking spaces.

3. The number of pavement messages, symbols, and arrows. Each arrow is paid as a complete marking, regardless of the number of "points" or directions.

4. The area, in square feet, for removal of existing markings acceptably removed. Payment for removal of conflicting markings will be in accordance with 102-5.8. Payment for removal of non-conflicting markings will be paid separately.

The gross mile measurement will be taken as the distance from the beginning of the thermoplastic line to the end of the thermoplastic line and will include the unmarked gaps for skip and dotted lines. The gross mile measurement will not include designated unmarked lengths at intersections, turn lanes, etc. Final measurement will be determined by plan dimensions or stations, subject to 9-1.3.1.

711-11 Basis of Payment.

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

Payment will be made under:

Item No. 711

Thermoplastic Pavement Markings

- Solid - per gross mile.
- Solid - per linear foot.
- Skip - per gross mile.
- Dotted - per gross mile.
- Message or Symbol - each.
- Arrows - each.
- Yield Line - per linear foot.
- Remove - per square foot.

PAVEMENT MARKINGS, COATINGS, AND
RECYCLED MATERIAL (MISCELLANEOUS)

SECTION 970
MATERIALS FOR RETROREFLECTIVE PAVEMENT MARKERS AND
BITUMINOUS ADHESIVE

970-1 Retroreflective Pavement Markers (RPM).

All retroreflective pavement markers shall be one of the products listed on the Department's Approved Product List (APL). Manufacturers seeking evaluation of their product must submit an application in accordance with Section 6 and include independent testing showing the product meets the requirements of this Section and Section 990. The Department will test all RPMs in accordance with FM 5-566.

The RPM description shall be in order of type, color and retroreflective surface condition in accordance with ASTM D4280 and the following chart.

RPM Class			
Class	Description	Expected Normal Service	ASTM Surface Designation
B	Temporary/Permanent	Lon life	H, hard abrasion resistant lens
D	Temporary, flexible retroreflective tabs, for rumble striping only	One month	Monodirectional yellow Bi-directional yellow

970-2 Performance Requirements.

970-2.1 Class B RPMs: The RPMs shall meet the performance requirements specified in ASTM D4280, Section 6.2, for luminous intensity, flexural strength, compressive strength, resistance to cracking, and thermal cycling, as modified herein.

970-2.1.1 Composition: The RPM shall consist of materials conforming to ASTM D4280.

970-2.1.2 Physical Requirements: The physical size of the RPM shall conform to the requirements of ASTM D4280. Laboratory and field samples for RPMs and bituminous adhesives shall meet the requirements of ASTM D4280 and include the following requirements: The minimum area of each retroreflective face shall be 2.5 square inches.

The minimum base size shall be 12 square inches.

970-2.1.3 Abrasion Resistant: Meet the coefficient of luminous intensity requirements of ASTM D4280 after abrasion.

970-2.1.4 In-Service Minimum Retroreflective Intensity: Class B retroreflective pavement markers shall retain a minimum coefficient of luminous intensity for 18 months of not less than 30% of the values shown in Table 1 of ASTM D4280, and a minimum luminous intensity of 0.2 cd/fc at the end of two years.

970-2.2 Class D RPMs: Meet the requirements of Section 990.

970-3 Packaging and Labeling.

Shipment shall be made in containers which are acceptable to common carriers and packaged in a manner which ensures delivery in perfect condition. Each package shall be clearly marked with the APL number, name of the manufacturer, type, color, quantity enclosed and date of manufacture. Show the designation of the marker in accordance with ASTM D4280.

970-4 Bituminous Adhesive for Pavement Markers.

970-4.1 General: Bituminous adhesive as recommended by the marker manufacturer shall be used for bonding the markers to the pavement.

970-4.2 Specific Requirements for Bituminous Adhesives: The bituminous adhesive shall meet the properties of adhesives per ASTM D4280 Section AI, including filler-free and filler alone properties.

970-4.3 Performance Requirements: The performance of the adhesive shall be determined in accordance with the test methods listed in ASTM D4280.

970-5 Product Acceptance on the Project.

Acceptance will be made in accordance with the requirements of Section 706.
Manufacturers seeking evaluation of their product shall submit an application in accordance with Section 6.

**SECTION 971
PAVEMENT MARKING MATERIALS**

971-1 General Requirements.

971-1.1 Packaging and Labeling: The name and address of the manufacturer shall be shown on the label. The label must also show the color, date of manufacturer, lot number and APL number. The label shall warn the user of any special handling or precautions of the material, as recommended by the manufacturer. Any packaging and labeling not so marked will not be accepted.

971-1.2 Storage: All materials must have a container storage life of one year from date of manufacture. Any pavement marking materials, which although inspected and approved at the point of manufacture, hardens or livers in the containers will be rejected even though it conforms to these Specifications in all other respects.

971-1.3 Mixing: All paints shall be delivered to the project completely mixed, and ready to be used without additional oil or thinner. Thinners shall not be used under any circumstances.

971-1.4 Approved Product List (APL): All pavement marking materials shall be one of the products listed on the Department's Approved Product List (APL). Manufacturers seeking evaluation of their product shall submit an application in accordance with Section 6 and the infrared identification curve (2.5 to 15 μ m) for the vehicle component. The Department will test all pavement marking materials in accordance with FM5-541, Part B. A notation of the number of coats and the thickness of each coat at which the product passes testing may be placed on the APL. When listed, this will be the minimum criteria for application of the pavement marking material.

971-1.5 Samples: Field samples will be obtained in accordance with the Department's Sampling, Testing and Reporting Guide Schedule.

971-1.6 Color: Materials other than white and yellow shall meet the color requirements as identified in 23 CFR 665 Table 5 Appendix to Part 655, Subpart F. White colored materials will only be required to meet the initial daytime chromaticity requirements.

Yellow materials for pavement markings shall meet the following performance requirements. The initial daytime chromaticity for yellow materials shall fall within the box created by the following coordinates:

Initial Daytime Chromaticity Coordinates (Corner Points)				
	1	2	3	4
x	0.530	0.510	0.455	0.472
	0.456	0.485	0.444	0.400

The nighttime chromaticity for yellow materials shall fall within the box created by the following coordinates:

Nighttime Chromaticity Coordinates (Corner Points)				
	1	2	3	4
x	0.575	0.508	0.473	0.510
	0.425	0.415	0.453	0.490

971-1.7 Additional Requirements: Pavement marking materials shall be characterized as non-hazardous as defined by Resource Conservation and Recovery Act (RCRA) 40 CFR 261. Provide supporting independent analytical data or product material safety data sheets (SDS) identifying any components listed in Table 1 of 40 CFR 261.24.

Additionally, retroreflective elements shall contain no more than 200 ppm by weight of lead or arsenic when tested in accordance with the Environmental Protection Agency (EPA) Testing Methods 3052, 6010B, and 6010C.

971-2 Glass Spheres.

971-2.1 General Requirements: Glass spheres shall be of a composition designed to be highly resistant to traffic wear and to the effects of weathering for the production of a reflective surface, without altering day visibility of the marking. The general requirements of 971-1 apply to glass spheres.

971-2.2 Specific Properties: The large (Type 3 or larger) glass spheres used for drop on beads shall have an adhesion coating. Type 1 glass spheres used for drop on beads shall have a dual coating. Beads used in the intermix of materials are not required to be coated. The following physical requirements apply:

Property	Test Method	Specification
Roundness*	ASTM DI 155	Min: 70 % by weight
Roundness**	ASTM DI 155	Min: 80% b weight
Refractive Index*	Becke Line Method (25+/-5C)	1.5 minimum
Refractive Index**	Becke Line Method (25+/-5C)	1.9 minimum
Type 1, 3, 4 and 5 beads * *Hi Index beads		

Sieve Size	Percent b Mass Passing Designated Sieve (ASTM DI 214)				
	Grading Desigation				
	Type 1 (AASHTO)	Type 3 (FP 96)	Type 4 (FP 96)	Type 5 (FP 96)	High Index
No. 8				100	
No. 10			100	95 - 100	
No. 12		100	95 - 100	80 - 95	
NO. 14		95 - 100	80 - 95	10 - 40	
No. 16	100	80 - 95	10 - 40	0 - 5	100
No. 18		10 - 40	0 - 5	0 - 2	
No. 20	95 - 100	0 - 5	0 - 2		95 - 100
No. 25		0 - 2			
No. 30	75 - 95				55 - 85
No. 40					15 - 45
No. 50					0 - 5
No. 80					
No. 100	0 - 5				

971-2.3 Sampling: A random 50 pound sample of glass spheres shall be obtained for each 50,000 pound shipped. Send each 50 pound sample to the State Materials Office.

971-2.4 Containers: The spheres shall be furnished in new 50 pound moisture-proof bags or 2000 pound triwall boxes. All containers shall meet Interstate Commerce Commission requirements for strength and type.

971-3 Standard Paint.

971-3.1 General: Standard paints shall include water reducible products that are single packaged and ready mixed. The paint shall have the capability of being cleaned and flushed from the pavement

marking machines using regular tap water and any required rust inhibitors. The manufacturer shall have the option of formulating the paint according to his own specifications. However, the requirements delineated in this Specification and Section 710 shall apply regardless of the type of formulation used. The paint shall be free from all skins, dirt and foreign objects.

971-3.2 Composition:

Component	Test Method	Criteria
Total Solids, bv weight	ASTM D2369	minimum 75%
Pigments, bv weight	ASTM D3723	minimum 57%
Vehicle Solids % of Vehicle*		minimum 40%
TiO ₂ , Type II Rutile (white paint only)	ASTM D476	minimum 1.0 lb/gal
Volatile Organic Content, (VOC)	ASTM D3960	maximum 150 g/L
*Vehicle Solids % of Vehicle = % total solids - % pigment 100 - % pigment		

971-3.3 Physical Requirements: Test laboratory samples in accordance with ASTM E811 and E1349 and also meet the following criteria:

Property	Test Method	Minimum	Maximum
Density	ASTM D1475	13.5 ± 1.4 lb/gal	-
Viscosity at 77°F	ASTM D562	80 KU	100 KU
Fineness of Grind	ASTMD1210	3(HS)	
Dry Opacity at 5 mils WFT	ASTM D2805	0.92	-
Bleed Ratio	ASTM D969	0.95	-
Flexibility	ASTM 1)522 Method B	Pass	-
Abrasion Resistance	ASTM D4060	Pass	-

971-3.3.1 Set To Bear Traffic Time: The paint shall set to bear traffic in not more than two minutes.

971-3.3.2 Abrasion Resistance: Test four samples using a Taber Abrader. The paint shall be applied to specimen plates using a drawdown blade having a clearance of 20 mils. Clean with a soft brush and weigh each sample. Abrade samples for 1,000 cycles with a combined load of 500 g (arm plus auxiliary weight) on each arm and CS-I O wheels. Clean the samples with a soft brush and weigh again. The average weight loss for the four plates shall not exceed 75 mg per plate.

971-3.3.3 Retroreflectivity: The white and yellow pavement markings shall attain an initial retroreflectance of not less than 300 mcd/lx·m² and 250 mcd/lx·m², respectively. The retroreflectance of the white and yellow pavement markings at the end of the six month period shall not be less than 150 mcd/lx·m².

971-3.4 Application Properties: Meet the requirements of Section 710 for application properties.

971-3.5 Packaging and Labeling: The paint shall be placed in 55 gallon open-end steel drums with a re-usable multi-seal sponge gasket or 275 gallon Intermediate Bulk Container (BC). No more than 50 gallons of paint shall be placed in any drum or 250 gallons in any BC to allow for expansion during transport and storage. Clearly mark the containers with the weight in pounds per gallon, the volume of materials in units of gallons.

971-4 Durable Paint.

971-4.1 General: Durable paints shall include water reducible products that are single packaged and ready mixed. The paint shall have the capability of being cleaned and flushed from the pavement marking machines using regular tap water and any required rust inhibitors. The manufacturer shall have the option of formulating the material according to his own specifications. However, the requirements delineated in this Specification and Section 710 shall apply regardless of the type of formulation used. The paint shall be free from all skins, dirt and foreign objects. The manufacturer shall provide the recommended thickness prior to installation.

971-4.2 Composition:

Component	Test Method	Criteria
Total Solids, by weight	ASTM D2369	75% minimum
Pigments, by weight	ASTM D3723	57% minimum
Vehicle Solids, % on Vehicle*		40% minimum
TiO ₂ , Type II Rutile (white paint only)	ASTM D476 *	1.0 lb/gal minimum
Volatile Organic Content, (VOC)	ASTM D3960	150 g/L maximum
Vehicle Solids % of Vehicle= $\frac{\% \text{ total solids} - \% \text{ pigment}}{100} \times 100$ - % pigment Vehicle solids shall be 100% acrylic emulsion polymer.		

971-4.3 Physical Requirements: Test laboratory samples in accordance with ASTM E811 and E1349 and also meet the following criteria:

Property	Test Method	Minimum	Maximum
Density	ASTM D1475	13.5 ± 1.4 lb/gal	N/A
Viscosity at 77°F	ASTM D562	80 KU	100 KU
Fineness of Grind	ASTM D1210	3(HS)	
Dry Opacity at 5 mils WFT	ASTM D2805	0.92	-
Bleed Ratio	ASTM D969	0.95	-
Flexibility	ASTM D522 Method B	Pass	-
Abrasion Resistance	ASTM D4060	Pass	-

971-4.3.1 Set To Bear Traffic Time: The paint shall set to bear traffic in not more than ten minutes.

971-4.3.2 Abrasion Resistance: Test four samples using a Taber Abrader. The paint shall be applied to specimen plates using a drawdown blade having a clearance of 20 mils. Air dry each sample until fully cured based on the manufacturers product recommendation. Clean with a soft brush and weigh each sample. Abrade samples for 1,000 cycles with a combined load of 500 g (arm plus auxiliary weight) on each arm and CS-10 wheels. Clean the samples with a soft brush and weigh again. The average weight loss for the four plates shall not exceed 75 mg per plate.

971-4.3.3 Retroreflectivity: The white and yellow pavement markings shall

attain an initial retroreflectance of not less than 450 mcd/lx·m² and 300 mcd/lx·m², respectively. The retroreflectance of the white and yellow pavement markings at the end of the 18 month period shall not be less than 150 mcd/lx·m².

971-4.4 Application Properties: Application properties shall meet the requirements of Section 710.

971-4.5 Packaging and Labeling: The paint shall be placed in 55 gallon open-end steel drums with a re-usable multi-seal sponge gasket or 275 gallon Intermediate Bulk Container (BC). No more than 50 gallons of paint shall be placed in any drum or 250 gallons in any IBC to allow for expansion during transport and storage. Clearly mark the containers with the weight in pounds per gallon, the volume of materials in units of gallons.

971-5 Standard Thermoplastic Material.

971-5.1 General: The manufacturer shall utilize alkyd based materials only and shall have the option of formulating the material according to his own specifications. However, the requirements delineated in this Specification and Section 711 shall apply regardless of the type of formulation used. The pigment, glass spheres, and filler shall be well dispersed in the resin.

971-5.2 Composition:

Component	Test Method	White	Yellow
Binder		20.0% minimum	20.0% minimum
TiO ₂ , Type 11 Rutile	ASTM D476	10.0% minimum	-
Glass Spheres	AASHTO T250	40.0% minimum	40.0% minimum
Yellow Pigment		-	% minimum per manufacturer
Calcium Carbonate and Inert Filler (-200 mesh sieve)		30.0% maximum	37.5% maximum

Percentages are by weight.

The alkyd/maleic binder must consist of a mixture of synthetic resins (at least one synthetic resin must be solid at room temperature) and high boiling point plasticizers. At least one-half of the binder composition must be 100% maleic-modified glycerol of rosin and be no less than 15% by weight of the entire material formulation.

971-5.3 Glass Spheres: The glass spheres in the intermix shall consist of 50% Type I and 50% Type 3 and meeting the requirements of this Section.

971-5.4 Sharp Silica Sand: Sharp silica sand used for bicycle markings and pedestrian crosswalk lines shall meet the following gradation requirements:

Sieve Size	Percent b Mass Passing Designated Sieve (ASTM DI 214)
20	100
50	0 to 10

971-5.5 Physical Requirements: Laboratory samples shall be tested in accordance with ASTM D4960 and shall meet the following criteria:

Property	Test Method	Minimum	Maximum
Water Absorption	ASTM D570	-	0.5%
Softening Point	ASTM D36	195°F	-
Low Temperature Stress Resistance	AASHTO T250	Pass	-

Specific Gravity	Water displacement	1.9	2.3
Indentation Resistance	ASTM D7735* Type A Durometer	40	75
1m act Resistance	ASTM D256, Method A	1.0 N•m	-
Flash Point	ASTM D92	4750F	-

* The durometer and panel shall be at 115°F with a 1000 load applied. Instrument measurement shall be taken after 15 seconds.

971-5.5.1 Set To Bear Traffic Time: The thermoplastic shall set to bear traffic in not more than two minutes.

971-5.5.2 Retroreflecavity: The white and yellow pavement markings shall attain an initial retroreflectance of not less than 450 mcd/lx•m² and not less than 350 mcd/lx• m², respectively. The retroreflectance of the white and yellow pavement markings at the end of the three year APL testing period shall not be less than 250 mcd/lx•m².

971-5.6 Applicaton Properties: Application properties shall meet the requirements of Section 711.

971-5.7 Packing and Labeling: The thermoplastic material shall be packaged in suitable biodegradable or thermo-degradable containers which will not adhere to the product during shipment and storage. The container of thermoplastic material shall weigh approximately 50 pounds. The label shall also warn the user that the material shall be heated in the range as recommended by the manufacturer.

971-6 Preformed Thermoplastic Material.

971-6.1 General: The manufacturer shall have the option of formulating the material according to his own specifications. However, the requirements delineated in this Specification and Section 711 shall apply regardless of the type of formulation used. The pigment, glass spheres, and filler shall be well dispersed in the resin.

971-6.2 Composition: The preformed thermoplastic shall consist of high quality materials, pigments and glass spheres or other reflective material uniformly distributed throughout their cross-sectional area, with a reflective layer of spheres or other reflective material embedded in the top surface.

971-6.3 Glass Spheres: Material shall contain no less than 30% glass spheres by weight.

971-6.4 Color: Materials shall meet the performance requirements specified in 971-1.6 and the following additional requirements. The initial luminance factor, Cap Y, shall not be less than 55.

971-6.5 Physical Requirements: Laboratory samples shall be tested in accordance with ASTM D4960 and shall meet the following criteria:

Property	Test Method	Minimum	Maximum
Softening Point	ASTM 1)36	195°F	-
Low Temperature Stress Resistance	AASHTO T250	Pass	-
Indentation Resistance	ASTM D7735* T e A Durometer	40	75
Impact Resistance	ASTM D256, Method **	1.0 N•m	-

*The durometer and panel shall be at 115°F with a 1000 g load applied. Instrument measurement shall be taken after 1 5 seconds. **The test specimen for ASTM D256 shall be 1 in. x 1 in. x 6 in. and shall not be notched.

971-6.5.1 Retroreflectivity: The white pavement markings other than crosswalks and bicycle markings shall attain an initial retroreflectance of not less than 300 mcd/lx• rn². Crosswalks and bicycle markings shall attain initial retroreflectivity of not less than

275 mcd/lx•m². Black pavement markings shall have a retroreflectance of less than 5 mcd/lx m². The retroreflectance of the white pavement markings at the end of the three year period shall not be less than 150 mcd/lx•m².

971-6.5.2 Skid Resistance: The surface of the pavement markings shall provide a minimum skid resistance value of 35 BPN (British Pendulum Number) when tested according to ASTM E303. Bicycle markings and pedestrian crosswalks shall provide a minimum skid resistance value of 55 BPN.

971-6.6 Application Properties: Application properties shall meet the requirements of Section 711.

971-6.7 Packing and Labeling: The thermoplastic material shall be packaged in suitable biodegradable or thermo-degradable containers which will not adhere to the product during shipment and storage. Clearly mark each container with the thickness of the preformed material in units of inches.

971-7 Permanent Tape Materials.

971-7.1 General: The materials for permanent tape pavement markings shall consist of white or yellow weather-resistant reflective film as specified herein. The pigment, glass spheres, and filler shall be well dispersed in the resin. However, the requirements delineated in this Specification and Section 713 shall apply.

971-7.2 Composition: Permanent tape pavement markings shall consist of high-quality plastic materials, pigments, and glass spheres uniformly distributed throughout their cross-sectional area, with a reflective layer of spheres embedded in the top surface.

971-7.3 Skid Resistance: The surface of the pavement markings shall provide a minimum skid resistance value of 35 BPN when tested according to ASTM E303. Bicycle markings and pedestrian crosswalks shall provide a minimum skid resistance value of 55 BPN.

971-7.4 Thickness: The APL will list the specified thickness of each approved product.

971-7.5 Durability and Wear Resistance: The film shall be weather resistant and, through normal wear, shall show no significant tearing, rollback or other signs of poor adhesion.

971-7.6 Conformability and Resealing: The pavement markings shall be capable of conforming to pavement contours, breaks and faults under traffic at pavement temperatures recommended by the manufacturer. The film shall be capable of use for patching worn areas of the same types of film in accordance with the manufacturer's recommendations.

971-7.7 Tensile Strength: The pavement markings shall have a minimum tensile strength of 40 psi when tested according to ASTM D638. A rectangular test specimen 6 inches by 1 inch by 0.05 inches minimum thickness shall be tested at a temperature range of 40 to 80°F using a jaw speed of 0.25 inch/min.

971-7.8 Pigmentation: The pigment shall be selected and blended to provide a material which is white or yellow conforming to standard highway colors through the expected life of the pavement markings. Test laboratory samples in accordance with ASTM E811 and E1349.

971-7.9 Glass Spheres: The pavement markings shall have glass retention qualities such that, when at room temperature a 2 inches by 6 inches specimen is bent over a 0.5 inch diameter mandrel axis, a microscopic examination of the area on the mandrel shall show no more than .10% of the spheres with entrapment by the material of less than 40%. The bead adhesion shall be such that spheres are not easily removed when the film surface is scratched firmly with a thumbnail.

971-7.10 Retroreflectivity: The materials shall attain an initial retroreflectance of not less than 450 mcd/lx•m² for white markings and not less than 350 mcd/lx•m² for yellow markings. The pavement markings shall retain a minimum retroreflectance for two years of not less than 300 mcd/lx•m² for white markings and not less than 250 mcd/lx•m² for yellow markings. The retroreflectance of the white, yellow and contrast pavement markings at the end of the five year APL testing period shall not be less than 150 mcd/lx•m².

971-7.11 Packaging and Labeling: Ship all permanent tape materials in containers which will not adhere to the product during shipment and storage. Clearly mark each container with the thickness of the preformed material in units of inches.

971-8 Two Reactive Component Material.

971-8.1 General: Two reactive component materials intended for use under this Specification shall include, but not be limited to, epoxies, polyesters and urethanes. The manufacturer shall have the option of formulating the material according to his own specifications. However, the criteria outlined in this Specification and Section 709 shall apply regardless of the type of formulation used. The material shall be free from all skins, dirt and foreign objects.

971-8.2 Composition:

Component	Test Method	Criteria
-----------	-------------	----------

TiO ₂ , Type 11 Rutile (white material only)	ASTM D476	minimum 10% by weight
Volatile Organic Content, OC)	ASTM D3960	maximum 150 g/L

971-8.3 Physical Requirements: Test laboratory samples in accordance with ASTM and also meet the following criteria:

Property	Test Method	Minimum	Maximum
Adhesion to Concrete	ASTM D4541, ASTM D7234 or ACI 503	Concrete Failure	-
Hardness	ASTM D7735, Type D	75	-
Abrasion Resistance	ASTM D4060	Pass	-

971-8.3.1 Set To Bear Traffic Time: The material shall set to bear traffic in not more than two minutes.

971-8.3.2 Abrasion Resistance: Test four samples using a Taber Abrader. The material shall be applied to specimen plates using a drawdown blade having a clearance of 15 mils. Clean with a soft brush and weigh each sample. Abrade samples for 1,000 cycles with a combined load of 500 g (arm plus auxiliary weight) on each arm and CS-10 wheels. Clean the samples with a soft brush and weigh again. The average weight loss for the four plates shall not exceed 60 mg per plate.

971-8.3.3 Retroreflectivity: The white and yellow pavement markings shall attain an initial retroreflectance of not less than 450 mcd/lx·m² and not less than 350 mcd/lx·m², respectively. The retroreflectance of the white and yellow pavement markings at the end of the three year period shall not be less than 150 mcd/lx·m².

971-8.4 Application Properties: Application properties shall meet the requirements of Section 709.

971-8.5 Packaging and Labeling: The two reactive component material shall be placed in 55 gallon open-end steel drums with a re-usable multi-seal sponge gasket or 275 gallon Intermediate Bulk Container (IBC). No more than 50 gallons of material shall be placed in any drum or 250 gallons in any BC to allow for expansion during transport and storage. Clearly mark the containers with the volume of materials in units of gallons and the product name.

971-9 Profiled Thermoplastic Material.

971-9.1 General: The manufacturer shall utilize alkyd based materials only and shall have the option of formulating the material according to his own specifications. However, the requirements delineated in this Specification shall apply regardless of the type of formulation used. The pigment, reflective elements, and filler shall be well dispersed in the resin.

971-9.2 Composition:

Component	Test Method	White	Yellow
Binder		20.0% minimum	20.0% minimum
TiO ₂ , Type 11 Rutile	ASTM D476	10.0% minimum	-
Reflective Elements	AASHTO T250	% minimum per manufacturer	% minimum per manufacturer
Yellow Pigment		-	% minimum per manufacturer
Calcium Carbonate and Inert Filler (-200 mesh sieve)		% minimum per manufacturer	% minimum per manufacturer
Note: Percentages are by weight.			

The alkyd/maleic binder must consist of a mixture of synthetic resins (at least one synthetic resin must be solid at room temperature) and high boiling point plasticizers. At least one-half of the binder composition must be 100% maleic-modified glycerol of rosin and be no less than 15% by weight of the entire material formulation.

971-9.3 Retroreflective Elements: The reflective elements in the intermix shall be determined by the manufacturer and identified for the APL.

971-9.4 Physical Requirements: Laboratory samples shall be tested in accordance with ASTM D4960 and shall meet the following criteria:

Property	Test Method	Minimum	Maximum
Water Absorption	ASTM D570	-	0.5%
Softening Point	ASTM D36	210°F	-
Low Temperature Stress Resistance	AASHTO T250	Pass	-
Specific Gravity	Water displacement	1.9	2.3
Indentation Resistance	ASTM D7735* Type A Durometer	65	-
Impact Resistance	ASTM D256, Method A	1.0 N•m	-
Flash Point	ASTM D92	4750F	-

*The durometer and panel shall be at 80°F, with a 1000 g load applied. Instrument measurement shall be taken after 15 seconds.

971-9.4.1 Set To Bear Traffic Time: When applied at the temperatures and thickness specified by Section 701, the baseline material shall set to bear traffic in not more than two minutes. The bumps shall set to bear traffic in not more than 10 minutes at ambient air temperatures of 80°F or less and in not more than 15 minutes for ambient air temperatures exceeding 80°F.

971-9.4.2 Retroreflectivity: The white and yellow pavement markings shall attain an initial retroreflectance of not less than 300 mcd/lx•m² and not less than 250 mcd/lx• m², respectively. The retroreflectance of the white and yellow pavement markings at the end of the three year period shall not be less than 150 mcd/lx• m².

971-9.4.3 Durability: Durability shall include flattening of the profile or raised portions of the line. The flattening of the profile or raised portion of the line shall not exceed 25% at the end of the three year period.

971-9.5 Application Properties: Application properties shall meet the requirements of Section 701.

971-9.6 Packing and Labeling: The thermoplastic material shall be packaged in suitable biodegradable or thermo-degradable containers which will not adhere to the product during shipment and storage. The container of thermoplastic material shall weigh approximately 50 pounds. The label shall warn the user that the material shall be heated in the range as recommended by the manufacturer.

971-10 High Friction Thermoplastic Material.

971-10.1 General: The manufacturer shall utilize alkyd based materials only and have the option of formulating the material according to his own specifications. However, the requirements of this Specification shall apply regardless of the formulation used. The pigment, reflective elements, and filler shall be well dispersed in the resin.

971-10.2 Composition:

Component	Test Method	White
Binder		18.0% minimum
TiO ₂ , Type Rutile	ASTM D476	10.0% minimum
Reflective Elements	AASHTO T250	30% minimum per manufacturer

Skid Resistant Elements		minimum per manufacturer
Note: Percentages are by weight.		

The alkyd/maleic binder shall consist of a mixture of synthetic resins (at least one synthetic resin must be solid at room temperature) and high boiling point plasticizers. At least one-half of the binder composition must be 100% maleic-modified glycerol of rosin and be no less than 15% by weight of the entire material formulation.

971-10.3 Retroreflective Elements: The reflective elements in the intermix shall be determined by the manufacturer and identified on the APL.

971-10.4 Physical Requirements: Laboratory samples shall be tested in accordance with ASTM D4960 and shall meet the following criteria:

Property	Test Method	Minimum	Maximum
Softening Point	ASTM D36	1950F	-
Hardness of Skid Resistance Elements	Moh's Scale	9	-
Indentation Resistance	ASTM D7735* Type A Durometer	55	85
Impact Resistance	ASTM D256, Method A	1.0 N•m	-
Flash Point	ASTM D92	4750F	-

*The durometer and panel shall be at 115°F, with a 1000g load applied. Instrument measurement shall be taken after 15 seconds.

971-10.4.1 Set To Bear Traffic Time: When applied at the temperatures and thicknesses specified by Section 711, the material shall set to bear traffic in not more than two minutes.

971-10.4.2 Retroreflectivity: The white pavement markings shall attain an initial retroreflectance of not less than 275 mcd/lx•m². The retroreflectance of the white pavement markings at the end of the three year period shall not be less than 150 mcd/lx•m².

971-10.4.3 Skid Resistance: The surface of the pavement markings shall provide a minimum initial skid resistance value of 55 BPN when tested in accordance to ASTM E303.

971-10.5 Application Properties: Application properties shall meet the requirements of Section 711.

971-10.6 Packaging and Labeling: The thermoplastic material shall be packaged in suitable biodegradable or thermo-degradable containers which will not adhere to the product during shipment and storage. The container of thermoplastic material shall weigh approximately 50 pounds. The label shall warn the user that the material is to be heated in the range as recommended by the manufacturer.

ADDENDUM NO. ONE (1)

TO
THE CONTRACT DOCUMENTS
FOR THE

ANNUAL TRAFFIC MARKING SERVICES

IN
HERNANDO COUNTY, FLORIDA
SOLICITATION NO. 22-T00045/TB

BID DUE DATE: MARCH 9, 2022

NOTICE

BIDDERS ARE REQUIRED TO ACKNOWLEDGE RECEIPT OF
THIS ADDENDUM BY SIGNATURE AT THE BOTTOM OF
THIS ADDENDUM IN THE SPACES PROVIDED AND
RETURNED AT THE TIME OF THE BID DATE.

TO ALL PLAN HOLDERS:

The following changes, additions and/or deletions are hereby made a part of the Contract Documents for the **ANNUAL TRAFFIC MARKING SERVICES**, located in Hernando County, as fully and completely as if the same were fully set forth therein:

QUESTIONS


1. Question: Item 1 Description is "Thermoplastic 6" Wide White (Skip line or Solid Line) Is there a percentage breakdown or can we get a total of each? It is not usual to quantify these two items together.

Answer: These items (skip line and solid line) are combined being they are based on linear footage. The quantities represented in section 6 Bid Form, are estimated. The breakdown quantities of each of these items vary annually, based on the scope of the projects.

2. Question: Item 2 Description is "Thermoplastic 6" Wide Yellow (Skip line or Solid Line) Is there a percentage breakdown or can we get a total of each? It is not usual to quantify these two items together.

Answer: These items (skip line and solid line) are combined being they are based on linear footage. The quantities represented in section 6 Bid Form, are estimated. The breakdown quantities of each of these items vary annually, based on the scope of the projects.

BOARD OF COUNTY COMMISSIONERS
HERNANDO COUNTY



Toni Brady
Chief Procurement Officer, Hernando County



Acknowledged
Scott Walls General Manager

Issued: March 1, 2022

AKCA, LLC
4603 Reece Road
Plant City, FL 33566

Last Name, First Name	Position Title
Adorno, Eduardo	Crew
Armstrong, Darron	Crew
Barker, Travis Eugene	Crew
Brown, Carlton	Crew
Bush, Gerald Devon	Foreman
Bussey, William Brent	Estimator
Bussey, William Dale	Sales Manager
Cajigas, Joshua Arnaldo	Foreman
Cardoza, John E.	Thermo Manager
Carter, Darren	Crew
Colon-Sprague, Eric A	Crew
Conley, Justin D	Foreman
Cooper, Hunter	Crew
Cover, Christophe	Crew
Downs, Devin C	Crew
Draper, Shaun	Foreman
Drayton, Dorrian	Crew
Dubard, Michael	Foreman
Faircloth, Richard Troy	Crew
Giguere, Bernard D	Crew
Gopaul, Keston	Crew
Gordon, Leroy O	Foreman
Greenland, Dwayne	Crew
Hicks, Steven	Crew
Hill, Kevin	Crew
Homesley, Nicholas	Sign Foreman
Hopps, Willie	Crew
Jacoby, Kevin Lee	Foreman
Jimenez, Kiana	Office Clerk
Johnson, Jessie	Safety / HR Manager
Johnson, Valencia	Crew
Jones, Antron	Crew
Joyce, Jonathan	Crew
Joyce, Joseph	Sign Foreman
Jufer, Jack W	Mechanic
King, Timothy C.	Foreman
Kirk, Craig	Crew
LaTourette, Candain	Office Clerk
Lozano, Luis C.	Foreman
Malott, Tony	Paint Manager
Mendez-Gonzalez, Jose M	Crew
Messick, Jimberly M.	Office Manager
Muncy, Tim	Fleet Manager
New, Daniel	Mechanic
Oliver, Troy Franklin	Crew
Peters, Jeremy Todd	Foreman

AKCA, LLC
4603 Reece Road
Plant City, FL 33566

Petrain, Kevin	Crew
Pritchard, Michael	Foreman
Rainsberger, Jessica	Crew
Ramirez Jr., Gerardo	Foreman
Reyna, Andrew	Foreman
Ricketts, Joel	Crew
Rivera, Reinaldo Vargas	Crew
Rivera, Roberto	Crew
Roberts, Clinton L	Crew
Robinson, Adrian	Mechanic
San Javier, Laura	Controller
Sanders, Michele Tina	Office Clerk
Sandoval, Ernie	Crew
Schibler, Wyatt	Crew
Schmidt, Lee C.	Contracts Manager
Simms, Ryan	Crew
Smith, Kyle	Crew
Steadman, Frankie	Foreman
Switch, Joel P.	Estimating Manager
Talal, Mark A.	Shop Laborer
Talmadge, William L.	Crew
Tinsley, Travis E.	Mechanic
Vargas, Luis J	Crew
Vargas, Manuel	Foreman
Walls, Daniel S	Sign Fab
Walls, Scott D.	General Manager
Weed, Christopher J.	Thermo Manager
Weed, Michael	Foreman
West, Richard Bernard	Foreman
Wiek, Troy Martin	Manager of Operations
Williams, Cameron	Crew
Williams, Terrael	Crew
Williams, Tray	Crew
Woodward, Corey M	Crew



CERTIFICATE OF LIABILITY INSURANCE

1/1/2023

DATE (MM/DD/YYYY)

12/29/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lockton Insurance Brokers, LLC CA License #0F15767 777 S. Figueroa Street, 52nd fl. Los Angeles CA 90017 213-689-0065	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS:		FAX (A/C, No):													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Executive Risk Indemnity Inc.</td> <td>35181</td> </tr> <tr> <td>INSURER B : Federal Insurance Company</td> <td>20281</td> </tr> <tr> <td>INSURER C : Navigators Specialty Insurance Company</td> <td>36056</td> </tr> <tr> <td>INSURER D : Chubb Indemnity Insurance Company</td> <td>12777</td> </tr> <tr> <td>INSURER E : Endurance Risk Solutions Assurance Co</td> <td>43630</td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>			INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Executive Risk Indemnity Inc.	35181	INSURER B : Federal Insurance Company	20281	INSURER C : Navigators Specialty Insurance Company	36056	INSURER D : Chubb Indemnity Insurance Company	12777	INSURER E : Endurance Risk Solutions Assurance Co	43630	INSURER F :
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INSURED 1468873 AKCA, LLC 4603 Reece Road Plant City, FL 33566																

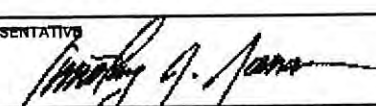
COVERAGES BC001 **CERTIFICATE NUMBER:** 16336704 **REVISION NUMBER:** XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	54310091	1/1/2022	1/1/2023	EACH OCCURRENCE \$ \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ \$100,000 MED EXP (Any one person) \$ \$5,000 PERSONAL & ADV INJURY \$ \$1,000,000 GENERAL AGGREGATE \$ \$2,000,000 PRODUCTS - COMP/OP AGG \$ \$2,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	54310090	1/1/2022	1/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$ \$2,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
C	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	Y	N	SE22EXCZ00ZD51C	1/1/2022	1/1/2023	EACH OCCURRENCE \$ \$5,000,000 AGGREGATE \$ \$5,000,000 \$ XXXXXXXX
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input checked="" type="checkbox"/> N	N/A	Y	54310092	1/1/2022	1/1/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$ \$1,000,000 E.L. DISEASE - POLICY LIMIT \$ \$1,000,000
E	2nd Layer Excess	N	N	XSC30000915803	1/1/2022	1/1/2023	\$5,000,000 each occurrence \$5,000,000 Aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Certificate Holder(s) are Additional Insured(s) as per the attached endorsement or policy language. Insurance provided to Additional Insured(s) is primary and non-contributory as per the attached endorsements or policy language. Waiver of subrogation applies as per the attached endorsements or policy language. Excess coverage is follow form as per the policy language. Auto Liability includes Personal Injury Protection coverage with a \$10,000 limit for the State of Florida.

CERTIFICATE HOLDER**CANCELLATION** See Attachments

16336704 "FOR BIDDING PURPOSES ONLY"	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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CONTINUATION DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS (Use only if more space is required)

Blanket additional insured applies to the GL on a primary and non contributory basis. Blanket waiver of subrogation applies to the GL. Blanket additional insured on a primary and non contributory basis. Blanket waiver of subrogation applies for the Auto. Blanket waiver of subrogation applies to the WC. All when required by written contract. 30 NOC APPLIES TO GL, AUTO AND WC. Umbrella follows form over GL, Auto and WC.

POLICY NUMBER: 54310091

COMMERCIAL GENERAL LIABILITY
CG 20 10 12 19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - OWNERS, LESSEES OR
CONTRACTORS - SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
WHERE REQUIRED BY WRITTEN CONTRACT.	ALL LOCATIONS WHERE REQUIRED BY WRITTEN CONTRACT.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II — Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
 2. The acts or omissions of those acting on your behalf;
- in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

2. Available under the applicable limits of insurance;

Section III — Limits Of Insurance:

This endorsement shall not increase the applicable limits of insurance.

1. Required by the contract or agreement; or

POLICY NUMBER: 54310091

COMMERCIAL GENERAL LIABILITY
CG 20 37 12 19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
WHERE REQUIRED BY WRITTEN CONTRACT, BUT ONLY WHERE THE CONTRACT SPECIFIES COVERAGE FOR COMPLETED OPERATIONS.	ALL LOCATIONS WHERE REQUIRED BY WRITTEN CONTRACT.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

POLICY NUMBER: 54310091

COMMERCIAL GENERAL LIABILITY
10-02-2461 (Ed. 7-15)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY INSURANCE FOR SCHEDULED ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Additional Insured:

WHERE REQUIRED BY WRITTEN CONTRACT

Location Of Covered Operations:

ALL LOCATIONS

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

With respect only to the Additional Insured and at the Location Of Covered Operations shown in the Schedule, the following is added to **SECTION IV —COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph 4. **Other Insurance and** supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to the Additional Insured with respect to the Location Of Covered Operations shown in the Schedule under this policy provided that:

- (1) The Additional Insured is a named insured under such other insurance; and
- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the Additional Insured.

POLICY NUMBER: 54310091

COMMERCIAL GENERAL LIABILITY

8. Transfer Or Waiver Of Rights Of Recovery Against Others To Us

We will waive the right of recovery we would otherwise have had against another person or organization, for loss to which this insurance applies, provided the insured has waived their rights of recovery against such person or organization in a contract or agreement that is executed before such loss.

To the extent that the insured's rights to recover all or part of any payment made under this Coverage Part have not been waived, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

This condition does not apply to Coverage C.

Policy No.: 54310090

COMMERCIAL AUTOMOBILE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL AUTOMOBILE BROAD FORM ENDORSEMENT

BUSINESS AUTO COVERAGE FROM

This endorsement modifies the Business Auto Coverage Form.

D. Persons And Organizations As Insureds Under A Written Insured Contract Paragraph A.1 - WHO IS AN INSURED - of SECTION II -LIABILITY COVERAGE is amended to add the following:

f. Any person or organization with respect to the operation, maintenance or use of a covered "auto", provided that you and such person or organization have agreed under an express provision in a written "insured contract", written agreement or a written permit issued to you by a governmental or public authority to add such person or organization to this policy as an insured".

However, such person or organization is an "insured" only:

- (1) with respect to the operation, maintenance or use of a covered "auto"; and
- (2) for "bodily injury" or "property damage" caused by an "accident" which takes place after:
 - a. You executed the "insured contract" or written agreement; or
 - b. The permit has been issued to you.

Form: 16-02-0292 (Rev. 11-16)

"Includes copyrighted material of Insurance Services Office, Inc. with its permission"

Policy No.: 54310090

COMMERCIAL AUTOMOBILE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL AUTOMOBILE BROAD FORM ENDORSEMENT

BUSINESS AUTO COVERAGE FROM

This endorsement modifies the Business Auto Coverage Form.

13. WAIVER OF SUBROGATION

Paragraph A.5. - TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US of SECTION IV - BUSINESS AUTO CONDITIONS is deleted and replaced with the following:

We will waive the right of recovery we would otherwise have against another person or organization for "loss" to which this insurance applies, provided the "insured" has waived their rights of recovery against such person or organization under a contract or agreement that is entered into before such "loss".

To the extent that the "insured's" rights to recover damages for all or part of any payment made under this insurance has not been waived, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after "accident" or "loss" to impair them. At our request, the insured will bring suit or transfer those rights to us and help us enforce them.

Form: 16-02-0292 (Rev. 11-16)

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WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 00 03 13
(Ed. 4-84)

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

WHERE REQUIRED BY WRITTEN
CONTRACT IN STATES WHERE
APPLICABLE.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated. (The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective: 1/1/2022

Policy No: 54310092

Endorsement No.

Insured: AKCA, LLC

Premium \$

Insurance Company: Chubb Indemnity Insurance Company

Countersigned by



"FOR BIDDING PURPOSES ONLY"

To whom it may concern:

In our continuing effort to provide timely certificate delivery, Lockton Companies is transitioning to ***paperless delivery*** of Certificates of Insurance, thus this is your final hard-copy delivery.

To ensure electronic delivery for future renewals of this certificate, we need your email address. Please contact us via one of the methods below, referencing Certificate ID **16336704**

- Email: LACertseDelivery@lockton.com
- Phone: (213) 334- 4669

If you received this certificate through an internet link where the current certificate is viewable, we have your email and no further action is needed.

In the event your mailing address has changed, will change in the future, or you no longer require this certificate, please let us know using one of the methods above.

The above inbox and phone number is for automating electronic delivery of certificates only. Please do NOT send future certificate requests to this inbox or contact the phone number below with email updates.

Thank you for your cooperation and willingness in reducing our environmental footprint.

Lockton Companies

Lockton Companies
777 South Figueroa Street Los Angeles, CA 90017



AKCA LLC (an InfraStripe Company)
Plant City Office
1001 Tower Rd - Plant City, FL 33560

March 7, 2022

Board of County Commissioners
Hernando County, Florida
Hernando County Purchasing and Contracts
Toni Brady
Chief Procurement Officer
15470 Flight Path Drive
Brooksville, Florida 34604

RE: Invitation to Bid Solicitation #22-T00045/TB Annual Traffic Marking Services

Dear Toni Brady,

Please accept this letter as written authority for Mr. Scott Walls, General Manager of AKCA, LLC to sign the Bid Proposal Form, along with any additional documents for the above referenced project bidding, Wednesday, March 9, 2022, at 3pm EST.

If you have any questions or need additional information, please contact me at (704)936-0520.

Respectfully,

A handwritten signature in blue ink, appearing to read "Billy D Miller, Jr.", is written over a light blue horizontal line.

Billy D Miller, Jr.
President & CEO