

**ESCAMBIA COUNTY  
FLORIDA**

**INVITATION TO BIDDERS**

**FURNISH & INSTALLATION OF TRAFFIC CONTROL & STREET NAME SIGNS  
SPECIFICATION NUMBER PD 16-17.073**

**BIDS WILL BE RECEIVED UNTIL 1:30 PM CDT, OCTOBER 19, 2017**

Office of Purchasing, room 11.101  
213 Palafox Place, Pensacola, FL 32502  
Matt Langley Bell, III Building  
Post Office Box 1591  
Pensacola, FL 32591-1591

A non-mandatory Pre-Solicitation Conference will be held in the Office of Purchasing  
Conference Room, 11.407, at **3:30 PM CDT, September 26, 2017**

**Board of County Commissioners**

Douglas Underhill, Chairman  
Jeff Bergosh, Vice Chairman  
Steven Barry  
Lumon J. May  
Grover Robinson, IV

**From:  
Paul R. Nobles  
Purchasing Manager**

**Assistance:**

Jeffrey Lovingood  
Purchasing Specialist  
Office of Purchasing  
2<sup>nd</sup> Floor, Matt Langley Bell, III Building  
213 Palafox Place  
Pensacola, FL 32502  
Telephone: 850-595-4953  
E-Mail: [JDLovingood@myescambia.com](mailto:JDLovingood@myescambia.com)

**SPECIAL ACCOMODATIONS:**

**Any person requiring special accommodations to attend or participate, pursuant to the Americans with Disabilities Act, should call the Office of Purchasing (850-495-4980) at least five (5) working days prior to the solicitation opening.**

**Notice**

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

## **NOTICE**

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

### ***Sec. 46-110.-Local Preference in Bidding***

#### **(a) Legislative Intent:**

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

#### **(b) "Local Business" Defined:**

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

- (1) Has had a fixed office or distribution point located in and having a street address within Escambia County or Santa Rosa County for at least one (1) year immediately prior to the issuance of the request for competitive bids by the County. The fixed office or distribution point must be staffed by at least one (1) employee. Post Office boxes are not verifiable and shall not be used for the purpose of establishing a physical address, and
- (2) Holds any business license required by Escambia County or Santa Rosa County, and
- (3) Is the principal Offeror who is a single Offeror; a business which is the prime Contractor and not a Sub-Contractor, or a partner, or joint venture submitting an offer in conjunction with other businesses.

#### **(c) Certification:**

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

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

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

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

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

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

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

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

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

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

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

If the lowest local bidder does not respond or otherwise submits a written offer that does not fully match the lowest bid from the lowest non-local bidder tendered previously then award shall be made to the lowest overall qualified and responsive non-local bidder.

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

**(e) Notice:**

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

**(f) Waiver of the Application of Local Preference:**

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

**(g) Limitations:**

- (1) The provisions of this section shall apply only to procurements which are above the formal bid threshold as set forth in the Escambia County Purchasing Code.
- (2) The provisions of this section shall not apply where prohibited by federal or Florida law, or where prohibited under the conditions of any grant.
- (3) The provisions of this section shall not apply to any purchase exempted from the provisions of the Escambia County Purchasing Code.
- (4) The provisions of this section shall not apply to contracts made under the Consultants Competitive Negotiation Act (CCNA), F.S. § 287.055.

**(h) Penalties:**

**(1) Misrepresentation:**

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

**(2) Failure to Maintain Local Business Preference Qualifications:**

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

### **(3) Lack of Good Faith:**

The Contractor or firm may show that it attempted through reasonable and objective means and in good faith to comply with the terms of the contract relating to local businesses but was unable to comply. If the County determines that the Contractor or firm did not act in good faith, all amounts paid to the Contractor or firm under the County contract intended for expenditure with the local business shall be forfeited and recoverable by the County. In addition, the contract may be rescinded and the County may return all or a portion of the goods received and recover all amounts paid under the contract for the goods which were returned.

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

**ESCAMBIA COUNTY, FLORIDA  
INVITATION TO BID  
BIDDER'S CHECKLIST  
INSTALLATION, REFURBISH, AND REMOVAL OF PAVEMENT MARKINGS  
AND ASSOCIATED ITEMS  
SPECIFICATION PD 16-17.073**

**HOW TO SUBMIT YOUR BID:**

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

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

**THE FOLLOWING DOCUMENTS SHALL BE RETURNED WITH THE BID:**

- Solicitation, Offer, and Bid Form. The Bid Form must contain an original signature in indelible ink. Bids with photocopies or scanned signatures will not be accepted.
- Bid Surety (bond, check, etc.)

**THE FOLLOWING DOCUMENTS SHOULD BE RETURNED WITH THE BID:**

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

**BEFORE YOU SUBMIT YOUR BID, HAVE YOU:**

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

**THE FOLLOWING DOCUMENTS ARE REQUIRED UPON NOTICE OF AWARD:**

- Certificate of Insurance
- Payment and Performance Bonds

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

**FURNISH & INSTALLATION OF TRAFFIC CONTROL & STREET NAME SIGNS  
PD 16-17.073**

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# **SIGN AND RETURN THIS FORM WITH YOUR BID\***

## **SOLICITATION, OFFER AND BID FORM**

**ESCAMBIA COUNTY, FLORIDA**

Submit Offers to:

Jeffrey Lovingood

Purchasing Specialist

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

213 Palafox Place, Pensacola, FL 32502

Post Office Box 1591, Pensacola, FL 32591-1591

Phone: 850-595-4980

**Invitation to Bid**

**Furnish & Installation of Traffic Control &  
Street Name Signs**

**Solicitation Number PD 16-17.073**

## **Solicitation**

**MAILING DATE:** August 07, 2017

**PRE-SOLICITATION CONFERENCE:** A non-Mandatory Pre-Solicitation Conference will be held in the Office of Purchasing Conference Room, 11.407, at 213 Palafox Pl. Pensacola, FL 32502, at 3:30 PM CDT, September 26, 2017.

**OFFERS WILL BE RECEIVED UNTIL:** 1:30 PM CDT, October 19, 2017, and may not be withdrawn within 90 day after such date and time.

### **POSTING OF SOLICITATION TABULATIONS**

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

## **OFFER (SHALL BE COMPLETED BY OFFEROR)**

**Federal Employer Identification Number or S.S. Number:** \_\_\_\_\_

**Terms of Payment** \_\_\_\_\_

**Delivery Date will be** \_\_\_\_\_ **days after receipt of purchase order or Work Order.**

**Bid Bond Attached:**

**\$** \_\_\_\_\_

**Vendor Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**City, ST. & Zip:** \_\_\_\_\_

**Phone: (     )** \_\_\_\_\_

**Toll Free: (     )** \_\_\_\_\_

**Fax: (     )** \_\_\_\_\_

\_\_\_\_\_  
(Name and Title of Person Authorized to Sign Offer)

\*

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

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

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

## **Bid Form**

	72 Hours	10 Days	30 Days
Part I Subtotals			
Part II Subtotals			
Part III Subtotals			
Part IV Subtotals			
	10 Days	30 Days	60/90/120 Days
Part V Subtotals			
Part VI Subtotals			



<b>PART I: FURNISH AND INSTALL SIGN ASSEMBLIES</b>		72 Hours	10 Days	30 Days
<b>Two-Color Sign Assembly</b>	<b>Unit</b>			
Type III-A (High Intensity Grade) reflective sheeting	SF			
Type XI (Diamond Grade) reflective sheeting	SF			
<b>Three-Color Sign Assembly</b>	<b>Unit</b>			
Type III-A (High Intensity Grade) reflective sheeting	SF			
Type XI (Diamond Grade) reflective sheeting	SF			
<b>Four-Color Sign Assembly</b>	<b>Unit</b>			
Type III-A (High Intensity Grade) reflective sheeting	SF			
Type XI (Diamond Grade) reflective sheeting	SF			
<b>Delineators/Object Markers</b>	<b>Unit</b>			
Type III-A (High Intensity Grade) 6" x 12" delineators, post type, 7' U-Channel (2#/ft)	EA			
Type III-A (High Intensity Grade) 18" x 18" 9-button object markers and end of road Markers	EA			
Type III-A (High Intensity Grade) 6" x 12" delineators, post type, 7' U-Channel (2#/ft)	EA			
Type III-A (High Intensity Grade) 18" x 18" 9-button object markers and end of road Markers, without post	EA			
Impact recovery flexible delineators 36"	EA			
Impact recovery flexible delineators 48"	EA			
Impact recovery flexible delineators 60"	EA			
Safe-Hit flexible delineator - 48"	EA			
<b>Miscellaneous</b>	<b>Unit</b>			
Substitute galvanized, in lieu of painted, U-Channel post.	EA			
3" x 15' round aluminum post with 8" Zee bar and bracket 12" below grade (includes all sign brackets and hardware)	EA			
7 ft., galvanized, U-Channel post (2#/ft)	EA			
11 ft., galvanized, U-Channel post (3#/ft)	EA			
14 ft., galvanized, U-Channel Post (3#/ft)	EA			
12 ft., galvanized, U-Channel Post (3#/ft)	EA			
Lap splice assembly (3#/ft)	EA			
Brackets to mount signs to concrete (F&I)	EA			
Reflective paint on concrete curb (face & top)	EA			
Reflective pavement marker (RPM)(F&I)	EA			
<b>Sub-Total</b>				

<b>PART II: FURNISH AND INSTALL SIGN ON <u>EXISTING</u> POST</b>		72 hours	10 Days	30 Days
<b>Two-Color Sign Assembly</b>	<b>Unit</b>			
Type III-A (High Intensity Grade) reflective sheeting	SF			
Type XI (Diamond Grade) reflective sheeting	SF			
<b>Three-Color Sign Assembly</b>	<b>Unit</b>			
Type III-A (High Intensity Grade) reflective sheeting	SF			
Type XI (Diamond Grade) reflective sheeting	SF			
<b>Four-Color Sign Assembly</b>	<b>Unit</b>			
Type III-A (High Intensity Grade) reflective sheeting	SF			
Type XI (Diamond Grade) reflective sheeting	SF			
	<b>Sub-Total</b>			
<b>PART III: FURNISH ONLY</b>				
<b>Two-Color Sign Assembly</b>	<b>Unit</b>			
Type III-A (High Intensity Grade) reflective sheeting	SF			
Type XI (Diamond Grade) reflective sheeting (0.080 Gauge)	SF			
Type XI (Diamond Grade) reflective sheeting (0.125 Gauge)	SF			
<b>Three-Color Sign Assembly</b>	<b>Unit</b>			
Type III-A (High Intensity Grade) reflective sheeting	SF			
Type XI (Diamond Grade) reflective sheeting	SF			
<b>Four-Color Sign Assembly</b>	<b>Unit</b>			
Type III-A (High Intensity Grade) reflective sheeting	SF			
Type XI (Diamond Grade) reflective sheeting	SF			
<b>Miscellaneous</b>	<b>Unit</b>			
Type "B" Flashing Beacon (Selling Price)	EA			
	<b>Sub-Total</b>			
<b>PART IV: REMOVE/RELOCATE TRAFFIC CONTROL SIGNS</b>				
<b>Remove/Locate Signs</b>	<b>Unit</b>			
Remove sign assembly	PA			
Remove sign only	EA			
Relocate sign assembly	PA			
<b>Miscellaneous</b>	<b>Unit</b>			
Installation of 18" Overhead Street Name Sign	SF			
Reflective paint on concrete curb (face and top)	SF			
Reflective pavement marker (RPM)	EA			
<i>*Excludes Weekends and Holidays</i>				
	<b>Sub-Total</b>			

<b>Part V: FURNISH &amp; INSTALL STREET NAME SIGNS</b>	<b>Unit</b>	<b>10 Days</b>	<b>30 Days</b>	<b>60, 90, 120 Days</b>
Street Name Sign assembly, (2) 9" blades (F&I)	AS			
Street Name Sign assembly, (2) 12" blades (F&I)	AS			
Street Name Sign assembly, (4) 9" blades (F&I)	AS			
Street Name Sign assembly, (4) 12" blades (F&I)	AS			
"Dead End" blade w/arrow, with sign assembly (F&I)	AS			
"No Outlet" blade w/arrow, with sign assembly (F&I)	AS			
Remove & Dispose of old Street Name Sign w/post concrete marker	EA			
Spelling Correction decal, 9" (Furnish)	EA			
Spelling Correction decal, 9" (F&I)	EA			
Spelling Correction decal, 12" (Furnish)	EA			
Spelling Correction decal, 12" (F&I)	EA			
Block Number Correction decal, 9" (Furnish)	EA			
Block Number Correction decal, 9" (F&I)	EA			
Block Number Correction decal, 12" (Furnish)	EA			
Block Number Correction decal, 12" (F&I)	EA			
Street Name Sign assembly, (1) 9" blades (F&I)	AS			
Street Name Sign assembly, (1) 12" blades (F&I)	AS			
Street Name Sign, (1) 9" blades on existing post (F&I)	EA			
"Dead End" w/arrow, w/(2) 9" blades (F&I)	PR			
"Dead End" w/arrow, w/(2) 12" blades (F&I)	PR			
"No Outlet" w/arrow, w/(2) 9"blades (F&I)	PR			
"No Outlet" w/arrow, w/(2) 12"blades (F&I)	PR			
Overhead 18" Street Name sign (Include Z-Bar)	SF			
Overhead 18" Street Name sign (FO)	SF			
Relocation of Existing Street Name sign assembly	EA			
<b>Sub-Total</b>				
<b>PART VI: ECAT SIGNS</b>	<b>Unit</b>			
Type I ( or better) Multi-color reflective sheeting Bus Stop Sign 12" x 18"	EA			
Post Green U-Channel 12FT #2	EA			
Post Galvanized U-Channel 12FT #2	EA			
Post Round Aluminum 3" x 13'6" (DOT SPEC.)	EA			
Install sign assembly w/U-channel post 12' #2 Install sign assembly w/round aluminum 3"x13'6" (DOT SPEC.)	EA			
<b>Sub-Total</b>				

Contractor Requirements

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

Addendum # \_\_\_\_\_ Date \_\_\_\_\_ Addendum # \_\_\_\_\_ Date \_\_\_\_\_

Addendum # \_\_\_\_\_ Date \_\_\_\_\_ Addendum # \_\_\_\_\_ Date \_\_\_\_\_

(PLEASE TYPE INFORMATION BELOW)

**SEAL IF BID IS BY CORPORATION**

State of Florida Department of State Certificate  
of Authority Document Number

\_\_\_\_\_

Occupational License # \_\_\_\_\_

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

\_\_\_\_\_

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

Expiration Date: \_\_\_\_\_

County Permits/Fees Required for this Project:

\_\_\_\_\_

**Person to Contact Concerning This Bid:**

Name: \_\_\_\_\_

Phone: \_\_\_\_\_

E-Mail: \_\_\_\_\_

**Person to Contact for Emergency Service:**

Name: \_\_\_\_\_

Phone: \_\_\_\_\_

E-Mail: \_\_\_\_\_

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

The work shall be substantially completed within the timeframe noted on the Purchase Order or Work Order (PO/WO). The Bidder agrees to fully complete all work included above within the days provided on the PO/WO. **Liquidated damages of \$300 each day will be assessed for each day that completion of the project is delayed.** All work to be accomplished under this bid shall be the responsibility of Bidder and failure of Sub-Contractors to perform shall not relieve Bidder of any liquidated damages. A Bid Bond in the amount of **Five Hundred Dollars (\$500.00)** is to be furnished by each Bidder. Bidder further acknowledges that all of the work outlined above may not be required at the discretion of Escambia County. The total will be subject to total funds available during the course of the work. However, it is the intent of Escambia County at this time to substantially complete the listed work.

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

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

By \_\_\_\_\_  
(Print Individual's Name and Title)

For \_\_\_\_\_  
(Print Name of Entity Submitting Sworn Statement)

Whose business address is:

\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_

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

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), **Florida Statutes**, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in paragraph 287.133(1)(b), **Florida Statutes**, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), **Florida Statutes**, means:
- a. A predecessor or successor of a person convicted of a public entity crime; or
  - b. An entity under the control any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint

venture with a person who has been convicted of a public entity crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.

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

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

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

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

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

\_\_\_\_\_  
**Signature**

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_. Personally known \_\_\_\_\_  
OR produced identification \_\_\_\_\_ Notary Public: State of \_\_\_\_\_  
Type of Identification: \_\_\_\_\_ My Commission Expires: \_\_\_\_\_

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

**Drug-Free Workplace Form**

The undersigned vendor, in accordance with Florida Statue 287.087 hereby certifies that  
\_\_\_\_\_ does:

(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in Paragraph One (1).
4. In the statement specified in Paragraph One (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Paragraphs 1 through 5.

**Check One:**

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

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

\_\_\_\_\_  
**Offeror's Signature**

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

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

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

(Please Circle One)

**Is this a Florida Corporation:**

Yes or No

**If not a Florida Corporation:**

In what state was it created: \_\_\_\_\_

Name as spelled in that state: \_\_\_\_\_

**What kind of corporation is it:**

"For Profit" or "Not for Profit"

**Is it in good standing:**

Yes or No

**Authorized to transact business in Florida:**

Yes or No

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

\_\_\_\_\_

**Does it use a registered fictitious name:**

Yes or No

**Names of Officers:**

President: \_\_\_\_\_

Secretary: \_\_\_\_\_

Vice President: \_\_\_\_\_

Treasurer: \_\_\_\_\_

Director: \_\_\_\_\_

Director: \_\_\_\_\_

Other: \_\_\_\_\_

Other: \_\_\_\_\_

**Name of Corporation** (As Used in Florida)

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

**Corporate Address:**

Post Office Box: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Street Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

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

**Please complete this form on the following page.**



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

**Federal Identification Number:**

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

**Contact Person for Company:**

\_\_\_\_\_

**E-Mail:** \_\_\_\_\_

**Telephone:** \_\_\_\_\_

**Facsimile:** \_\_\_\_\_

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

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

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

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

\_\_\_\_\_

**END**

\_\_\_\_\_

Verified by: \_\_\_\_\_

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

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

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

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

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

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

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

**21. Liability**

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

**22. Facilities**

**23. Distribution of Certification of Contract**

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

**25. Addition/Deletion of Items**

**26. Ordering Instructions**

**27. Public Records**

**28. Delivery**

**29. Samples**

**30. Additional Quantities**

**31. Service and Warranty**

**32. Default**

**33. Equal Employment Opportunity**

**34. Florida Preference**

**35. Contractor Personnel**

**36. Award**

**37. Uniform Commercial Code**

**38. Contractual Agreement**

**39. Payment Terms/Discounts**

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

**41. Public Entity Crimes**

**42. Suspended and Debarred Vendors**

**43. Drug-Free Workplace Form**

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

**45. Copies**

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

**47. Execution of Contract**

**48. Purchase Order**

**49. No Contingent Fees**

**50. Solicitation Expenses**

**51. On-Line Auction Services**

## **SPECIAL TERMS AND CONDITIONS**

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

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

### **Instructions to Offerors**

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

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

**Specification Number PD 16-17.073, "Furnish & Installation of Traffic Control & Street Name Signs", name of submitting firm, time and date due.**

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

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

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

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

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

#### **B. Definitions**

**Blackout Period** means the period between the time the bids/proposals for invitations for bid or the request for proposal, or qualifications, or information, or requests for letters of interest, or the invitation to negotiate, as applicable, are received at the Escambia County Office of Purchasing and the time the Board

awards the contract and any resulting bid protest is resolved or the solicitation is otherwise cancelled.

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

### **C. Sanctions**

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

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

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

## **2. Project Narrative**

This contract involves the fabrications and/or installation and/or removal of standard and special traffic control signs (warning, regulatory, and guide) for capital improvement projects throughout Escambia County. Work will consist of the fabrication and installation of post mounted, span mounted, and mast mounted street name signs and traffic control signs, reflective object markers, delineators, and the removal of old reflective street name signs and concrete markers. The County requires the Contractor to retain all signs removed except for concrete markers, and the Escambia County Road Department will retrieve all retained signs.

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

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

## **3. Bid Surety**

Each offer shall be accompanied by a bid bond, cashier's check, or certified check in the amount of **One Thousand Dollars (\$1,000.00)**.

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

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

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

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

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

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

#### **5. Questions**

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

All questions shall be submitted in writing (E-Mail) and must be received no later than 5:00 PM CDT, October 10, 2017.

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

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

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

#### **7. Pre-Solicitation Conference**

A non-mandatory Pre-Solicitation Conference will be held in the Office of Purchasing Conference Room 11.407, 213 Palafox Place, Pensacola, Florida, 32502, on **September 26, 2017, at 3:30 PM CDT**.

**8. Delivery**

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

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

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

**10. Liquidated Damages**

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

**11. Safety Regulations**

Equipment shall meet all state and federal safety regulations.

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

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

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

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

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

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

1. The potential for fire, explosion, corrosiveness and reactivity;

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

### **13. Payment**

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

Escambia County Public Works Department  
3363 West Park Place  
Pensacola, FL 32505  
Phone: 850-595-3404

All requests for payments shall be sent to the attention of the Contract Administrators as follows:

Parts I-V: Colby Brown, P.E.  
Deputy Director

Part VI: Don Christian  
Program Manager

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

### **14. Assembly and/or Placement**

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



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

#### **15. Warranty**

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

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

#### **16. Debris**

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

#### **17. Protection of Property/Security**

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

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

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

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

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

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

#### **18. Permits**

The County and/or its contracted consultant(s) have conducted a review of the required permits and fees required to be purchased by the Contractor from the County permitting

agencies for this specific project, and they are listed on the Bid/Proposal Form(s) to the best of our knowledge.

#### **19. Contract Term**

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

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

#### **20. Pricing**

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

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

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

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

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

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

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

C. Place of performance of the services.

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

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

**23. Ordering**

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

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

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

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

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

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

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

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

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

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

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

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

#### **26. Award**

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

#### **27. Termination**

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

#### **28. Termination (Services)**

The Contract Administrator shall notify the Office of Purchasing of unsatisfactory performance and/or deficiencies in service that remain unresolved or recurring. The Office

of Purchasing shall notify the Contractor, in writing, of such unresolved or recurring deficiencies within **five (5) working days** of notification by the Contract Administrator.

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

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

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

## **30. As Specified**

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

### **Insurance Requirements**

## **31. Standard Insurance Requirements and Certificates**

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

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

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

### **A. County Insurance Required**

The Contractor shall procure and maintain the following described insurance, except for coverages specifically waived by the County. Such policies shall be from insurers with a minimum financial size of VII according to the latest edition of the AM Best Rating Guide. A Best Rating of "A" or better is "preferred"; however, other ratings of "Secure Best Ratings" may be considered. Such policies shall

provide coverages for any or all claims which may arise out of, or result from, the services, work and operations carried out pursuant to and under the requirements of the contract documents, whether such services, work and operations be by the Contractor, its employees, or by Sub-Contractor(s), or anyone employed by or under the supervision of any of them, or for whose acts any of them may be legally liable.

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

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

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

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

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

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

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

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

#### **B. Workers Compensation Coverage**

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

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

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

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

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

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

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

Coverage B shall include personal injury.

Coverage C, medical payments, is not required.

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

**E. Business Auto Liability Coverage**

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

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

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

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

**G. Evidence/Certificates of Insurance**

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

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

Certificates should contain the following additional information:

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

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

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

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

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

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

## **32. Indemnification**

Contractor agrees to save harmless, indemnify, and defend County and Architect/Engineer, and their agents, offices, and employees from any and all claims, losses, penalties, interest, demands, judgements, and costs of suit, including attorney's fees and paralegal's fees, for any expense, damage, or liability incurred by any of them, whether for personal injury, death, property damage, direct or consequential damages, or economic loss, including environmental impairment, arising directly or indirectly, on account of or in connection with the work done by the Contractor under this Agreement, or by any person, firm, or corporation to whom any portion of the work is subcontracted by Contractor, or resulting from the use by Contractor, or by any one for whom Contractor is legally liable, of any materials, tools, machinery, or other property of County. County and Contractor agree the first one hundred dollars (\$100.00) of the



Contract Amount paid by the County to the Contractor shall be given as separate consideration for this indemnification, and any other indemnification of County by Contractor provided for within the Contract Documents, the sufficiency of such separate consideration being acknowledged by Contractor by Contractor's acceptance and execution of the Agreement. The Contractor's obligation shall not be limited by, or in any way to, any insurance coverage, or by any provision in or exclusion or omission from any policy of insurance. The Contractor agrees to pay on behalf of Escambia County, as well as provide a legal defense for the County, both of which will be done only if and when requested by the County, for all claims made. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

## **FURNISH & INSTALLATION OF TRAFFIC CONTROL & STREET NAME SIGNS**

### **TECHNICAL SPECIFICATIONS**

#### **1. DEFINITIONS AND IDENTIFICATIONS**

For the purposes of this Agreement and the various covenants, conditions, terms and provisions which follow, the DEFINITIONS and IDENTIFICATIONS set forth below are assumed to be true and correct and are therefore agreed upon by the parties.

**A. Administrator**

Whenever the term “Administrator” is used herein it is intended to mean the County Administrator of the Escambia County Government, their deputy or designee. The Administrator is the administrative head of all departments and divisions of the County Government. In the administration of this contract, as contrasted with matters of policy, all parties may rely upon instructions or determinations made by the Administrator or their designee.

**B. Board of County Commissioners**

The Board of County Commissioners of Escambia County, Florida, which is the governing body of the Escambia County Government.

**C. Contractor**

The vendor selected to perform the services pursuant to this Agreement.

**D. County**

Escambia County, a body corporate and political subdivision of the State of Florida.

**E. Director**

The Director of the Public Works Department of Escambia County, or designee, including the Division Manager of Transportation and Traffic Operations.

**F. Contract Administrator**

Whenever the term “Contract Administrator” is used herein it is intended to mean the designee or deputy assigned by the Director to administrate the contract for Escambia County Government.

## G. General Contract Definitions

<b>AS</b> – Assembly (sign & post) <b>Days</b> – Calendar Days <b>EA</b> – Each <b>FDOT</b> – Florida Department of Transportation <b>F&amp;I</b> – Furnish & Install <b>MUTCD</b> – Manual of Uniform Traffic Control Devices	<b>PA</b> – Per Assembly <b>PR</b> – Pair <b>SF</b> – Square Foot <b>“Dead End”</b> – W14-1a (per MUTCD) <b>“No Outlet”</b> – W14-2a (per MUTCD)
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## 2. INSTALL, FURNISH AND REMOVAL OF SIGNS

### A. TRAFFIC CONTROL SIGNS

#### 1. General

##### a. Related Documents

- 1) Drawings and General Provisions of the Contract, including General and Supplementary Conditions and other Specifications Sections, apply to work of this section.
- 2) Unless otherwise specified on the work orders, plan sheets, or in other sections of this contract, all materials and work shall conform to the applicable requirements in the following document:
  - a) USDOT, Federal Highway Administration, *Manual on Uniform Traffic Control Devices for Streets and Highways*, latest edition.
  - b) USDOT, Federal Highway Administration, *Standard Alphabets for Highway Signs and Pavement Markings*, latest edition.
  - c) Florida Department of Transportation, *Design Standards for Design, Construction, Maintenance and Utility Operations on the State Highway System*, latest edition.
  - d) Florida Department of Transportation, *Standard Specifications for Road and Bridge Construction*, section 700, latest edition.

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

##### b. Description of Work

The work under this section includes the fabrication and installation of standard and special traffic control signs (warning, regulatory, and guide). The Contractor shall furnish all labor, materials, tools, supplies, equipment, and machinery necessary to fully complete the work shown in the plans and in these specifications.

## 2. Products & Materials

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

If the Contractor chooses to use material other than specified herein, a sample of the material with supporting manufacturer's literature and specifications must be submitted to the Contract Administrator for prior approval.

## 3. Execution

### a. Utility Spots

All street name signs shall be fabricated and installed in accordance with the plans and related documents. Contractor shall contact Sunshine State One Call of Florida at least two working days prior to digging or driving posts.

### b. Sign Installation

- 1) Signs shall be placed at the locations illustrated and/or specified in the plans or related documents. The soil around the post shall be solidly tamped so that the sign will stand vertically.
- 2) If a sign cannot be placed where indicated due to a conflict, the Contractor shall immediately notify the Contract Administrator. The Contract Administrator will specify an alternate location.
- 3) The date when each sign is installed shall be marked with the hole punched sticker, similar to what FDOT does, on the rear side of each sign.

## 4. Method of Measurement

The quantity to be paid for will be plan quantity, unless otherwise provided.

## 5. Basis of Payment

Price and payment will constitute full compensation for all work specified in this section. Payment for all items relating to traffic control signs will be included in the lump sum Maintenance of Traffic pay item.

## **B. POST MOUNTED STREET NAME SIGNS**

### 1. General

#### a. Related Documents

- 1) Drawings and General Provisions of the Contract, including General and Supplementary Conditions and other Specifications Sections, apply to work of this section.
- 2) Unless otherwise specified on the plan sheets or in other sections of this contract, all materials and work shall conform to the applicable requirements in the following document:
  - a) USDOT, Federal Highway Administration *Manual on Uniform Traffic Control Devices for Streets and Highways*, latest edition.
  - b) USDOT, Federal Highway Administration *Standard Alphabets for Highway Signs and Pavement Markings*, latest edition.
  - c) Florida Department of Transportation, *Standard Specifications for Road and Bridge Construction, Section 700*, latest edition.
  - d) FDOT *Design Standards for design, Construction, Maintenance, and utility operations on the State Highway System*, latest edition
  - e) Escambia County Standard Details for Street Name Signs, latest edition.

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

b. Description of Work

The work under this section includes the fabrication and installation of post mounted street name signs as shown or noted on plans. The Contractor shall furnish all labor, materials, tools, supplies, equipment, and machinery necessary to fully complete the work shown in the work order and in these specifications.

2. Products & Materials

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

If the Contractor chooses to use material other than specified herein, a sample of the material with supporting manufacturer's literature and specifications must be submitted to the Contract Administrator for prior approval.

Sign-blades reflective sheeting and posts shall conform to the details for street name signs.

3. Execution

a. General

All street name signs shall be fabricated and installed in accordance with the plans and related documents. Contractor shall contact Sunshine State One Call of Florida at least two working days prior to digging or driving posts.

b. Sign Layout & Legend

Letter shape and width of stroke shall comply with most current FHWA & MUTCD standards. For street name signs, lettering, border and blade dimensions shall be consistent with the County's standard detail for street name signs.

c. Sign Installation

- 1) Signs shall be placed at the typical locations shown in the plans or County Standard Details for street name signs. The soil around the post shall be solidly tamped so that the sign will stand vertically.
- 2) If a sign cannot be placed where indicated due to a conflict either on the plans or within the County Standard Details for street name signs, the Contractor shall immediately notify the Contract Administrator. The Contract Administrator will specify an alternate location.
- 3) The Contractor shall submit a *Street Name Sign Daily Report Sheet* (Exhibit E) of each sign installation placed for inspection by the Contract Administrator. Contractor shall repair or replace signs deemed unacceptable by the Contract Administrator at no expense to the County.

d. Removal of Signs & Markers

- 1) Existing metal street name signs and painted concrete street name markers specified for removal shall be removed from the site, delivered, and unloaded, as directed by the Contract Administrator.
- 2) Holes created by the removal of the signs and markers shall be filled with clean soil, which shall be firmly hand tamped to match the level of the surrounding ground.

4. Method of Measurement – The quantities to be paid for will be:

- a. The number and type of street name sign assemblies plus the number and type of auxiliary signs of each designated class complete.
- b. The number of existing metal street name signs and concrete markers

removed, relocated, modified, and placed on specified supports, of each designated class of assembly complete.

- c. The number of each existing sign panel removed, complete.

#### 5. Basis of Payment

Price and payment will be full compensation for furnishing and installation of all materials necessary to complete the signs as specified through the work order issued; including sign panels complete with sheeting, painting, and message; sign posts and supports, footings, excavation, etc.; and all other work specified in this section, including all incidentals necessary for the complete item.

### C. SPAN MOUNTED STREET NAME SIGNS

#### 1. General

##### a. Related Documents

- 1) Drawings and General Provisions of the Contract, including General and Supplementary Conditions and other Specifications Sections, apply to work of this section.
- 2) Unless otherwise specified on the plan sheets or in other sections of this contract, all materials and work shall conform to the applicable requirements in the following document.
  - a) USDOT, Federal Highway Administration *Manual on Uniform Traffic Control Devices for Streets and Highways*, latest edition.
  - b) USDOT, Federal Highway Administration *Standard Alphabets for Highway Signs and Pavement Markings*, latest edition.
  - c) Florida Department of Transportation, *Standard Specifications for Road and Bridge Construction*, Section 700, latest edition.
  - d) FDOT *Design Standards for Design, Construction, Maintenance, and Utility Operations on the State Highway System*, latest edition.

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

##### b. Description of Work

The work under this section includes the fabrication of span mounted signs. The Contractor shall furnish all labor, materials, tools, supplies, equipment, and

machinery necessary to fully complete the work shown in the work order and in these specifications.

## 2. Products & Materials

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

If the Contractor chooses to use material other than specified herein, a sample of the material with supporting manufacturer's literature and specifications must be submitted to the Contract Administrator for prior approval.

### a. Sign Blades

- 1) 0.125 gauge, 5052-H38 domestic aluminum alloy, 18" in height by various lengths.
- 2) 0.50' radius rounded corners free of sharp edges.
- 3) Color and corrosion resistance per Alodine 1200 F treatment or approved equivalent.

### b. Sign Facing

The sign facing and legend may be fabricated by any of the following methods and materials:

- 1) Green 3M ink silk-screened onto white Diamond-grade material.
- 2) Scotchlite electronic cut-able film (green) over white Diamond grade material.

## 3. Execution

### a. General

All street name signs shall be fabricated in accordance with the plans and related documents.

### b. Sign Layout & Legend

Letter shape and width of stroke shall comply with most current FHWA & MUTCD standards except as modified below for street names:

- 1) Sign Layout



- a) Left and right margins shall be at least 2 inches.
- b) Border width shall be 1" with 2" radius at all corners.
- c) Arrows shall be 4" in height and 8" in length and placed 2" above the lower border.
- d) Prefixes and suffixes shall be placed 3" below the upper border.
- e) Sign lengths shall be in 6" increments as determined by the legend. Minimum length shall be 48 inches.

2) Letters

- a) Letters shall be FHWA Series "C", upper and lower case. However, Clearview font should be available upon request.
- b) Street Names: Initial letters shall be 12" upper case and subsequent letters shall be 9" lower case. Names shall be centered between the upper and lower borders.
- c) Prefixes and suffixes: Initial letters shall be 4" upper case and subsequent letters shall be 3" lower case.
- d) Suffixes, such as "nd", "rd", "st", and "th" associated with numbered street names, shall be 4" in height and positioned in the upper portion of the primary street name field.

c. Sign Installation

- 1) Signs shall be placed at the typical locations shown in the plans.
- 2) If a sign cannot be placed where indicated on the plans due to a conflict, the Contractor shall immediately notify the Contract Administrator. The Contract Administrator will specify an alternate location.

d. Removal of Signs

Existing metal street name signs specified for removal shall be removed from the site, delivered, and unloaded, as directed by the Engineer.

4. Method of Measurement

The quantities to be paid for will be measured in accordance with the different work tasks required in the Section. The Contract unit price for each different work task as specified in the Contract Documents will include all labor, materials and equipment.

5. Basis of Payment

Price and payment will be full compensation for furnishing and installation of all materials necessary to complete the signs as specified through the work order issued; including sign panels complete with sheeting, painting, and message; and all other work specified in this section, including all incidentals necessary for the complete item.

PD 16-17.073  
Furnish & Installation of Traffic Control & Street Name Signs

**Exhibit A**  
Street Name Sign Work Order

Escambia County Transportation & Traffic Operations  
3363 West Park Place, Pensacola FL 32505  
(850) 595-3404 FAX (850) 595-3405

Date:

Contract PD xx-xx.xxx Name of Contractor (Here) Work Order #  
Furnish and Install Street Name Signs

Description of services to be performed:  
District #1, #2, #3, & #5

Location work is to be performed: Escambia County Public Roadways

Negotiated cost of construction:

\$ -

Period of time services are to be accomplished: 30 Days

Start Date:

Completion Date:

Note : Within ten (10) calendar days after receipt of the Contractors Acceptance, prepare and submit to County, a progress schedule for the Work Order Issued.

**PART I: Furnish and Install Street Name Signs**

Item No.	Item Description of Work Order	Quantity	Unit	10 Days	Ext.	30 Days	Ext.	60, 90, 120 Days	Ext.
100	Street Name Sign assembly, (2) 9" blades (F&I)		AS		\$ -		\$ -		\$ -
101	Street Name Sign assembly, (4) 9" blades (F&I)		AS		\$ -		\$ -		\$ -
104	Remove & Dispose old street name sign w/post or concrete marker		EA	\$ -	\$ -		\$ -		\$ -
110	Street Name Sign, (1) 9" blades on existing post (F&I)		EA		\$ -		\$ -		\$ -
SubTotal					\$ -		\$ -		\$ -

Total	\$ -	\$ -	\$ -
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Salvageable Signs  
(description attached)

**Practicable Schedule for Work Accomplishment Requested (Sent to contractor):**

Signature of Escambia County Project Manager

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

**Contractor Concurrence with Schedule for Work Accomplishment (Received):**

Contractor Representative

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

**Work Order Approved & Issued:**

Signature of Escambia County Representative (Chief of designee)

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

Contractors Signature of Receipt and Acceptance of Negotiated Work Order

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

Contractors Signature of Completion (Notification of Completion)

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

Project Completion Date (starting date of 2-year warranty): \_\_\_\_\_

# EXHIBIT B

**ESCAMBIA COUNTY  
TRANSPORTATION AND TRAFFIC DEPARTMENT  
3363 West Park Place  
Pensacola, Florida 32505  
PH: (850) 595-3404    FX: (850) 595-3405**

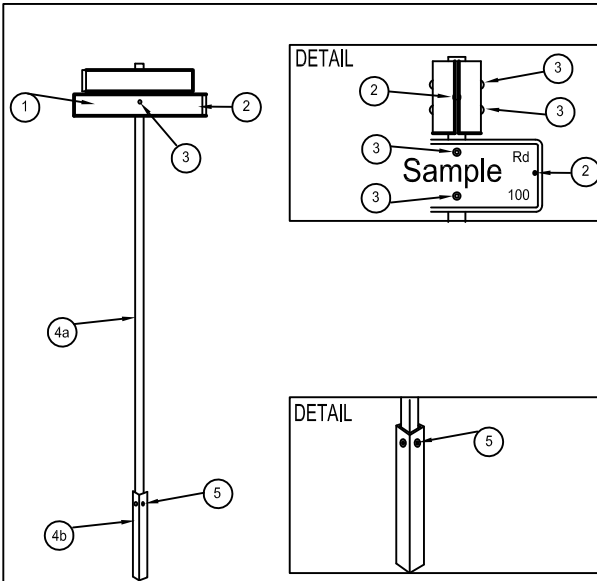
## TRAFFIC CONTROL WORK ORDER

<b>Work Order #:</b>		<b>Contractor:</b>						
<b>Date:</b>		<b>Fax #:</b>						
<b>P.O.</b>	<b>PD Number:</b>		<b>Date sent to Contractor:</b>					
<b>Complaint ID #:</b>		<b>Engineering Technician:</b>						<b>Approved by:</b>
<b>NOTE: PLEASE RETAIN ALL REMOVED SIGNS AT GCTE FACILITY PER CONTRACT REQUIREMENT. SIGNS WILL BE PICKED UP BY ESCAMBIA COUNTY ROAD DEPARTMENT.</b>								
<b>Location:</b>								
<b>Improvements:</b>								
Unit Description	Number of Colors	Square Feet	Type Sheeting	Size	Installation Time	Quantity	Unit Price	Extension Price
							<b>Total</b>	<b>\$</b>

**Location Sketch:**

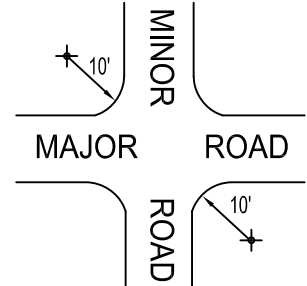
Exhibit C (12" Blade)

# Standard Details For Installation and Location of Street Name Signs



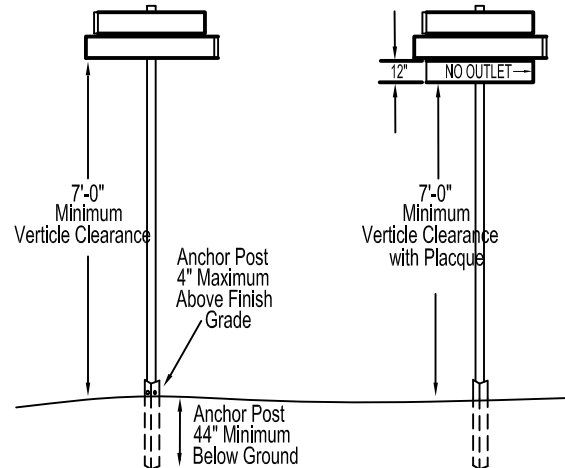
Install Street Name Signs on Corners Of Intersection so that they will be on the Far Right Side on the Intersection for Traffic on the Major Street in accordance with MUTCD Section 2D.38

Install Street Name Sign Post at Mid Radius, 10'-0" Off Edge of Road

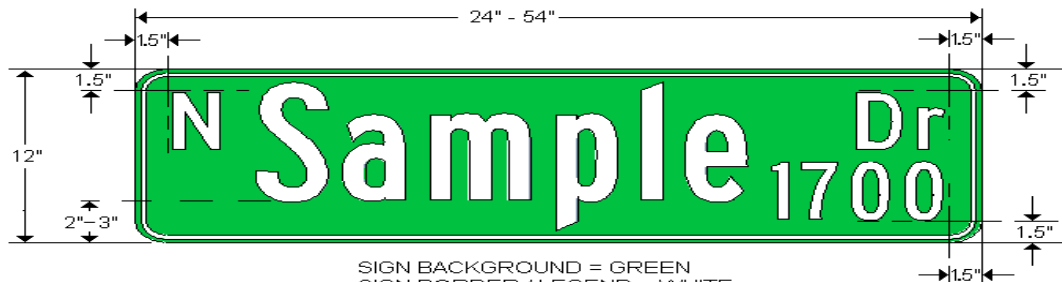


"Dead End" (W14-1P) or "No Outlet" (W14-2P) Plaques May be Co-Mounted to Street Name Sign Beneath Street Name Sign Blades in Accordance with MUTCD Section 2C.46.

- ① Sign Blade .080" Alodized Aluminum Corners Rounded (1.5" Radius) Free of Sharpe Edges
- ② 3/16" X 3/8" Blind Rivets (End of Sign Blade will be Riveted Together) (4 Required per Installation) or sign binding tape 3M
- ③ 3/8" Steel Drive Rivets ("Southco" 3878 or Equivalent) (8 Required per Installation)
- ④ Telespar Sign Post System (Galvanized) or Equivalent (Comprised of Parts 4a and 4b)
- ④a 2 1/4" X 2 1/4" X 11' - 12 Gauge Telescoping Top Post
- ④b 2 1/2" X 2 1/2" X 4' - 12 Gauge Square Fit Anchor Post
- ⑤ 5/16" X 2 1/4" Corner Bolt



## FABRICATION DETAILS FOR POST MOUNTED STREET NAME SIGNS WITH 12" BLADES



FDOT TYPE III-A REFLECTIVE SHEETING  
TO BE USED ON ALL STREET NAME SIGN BLADES.

SIGN BACKGROUND = GREEN  
SIGN BORDER / LEGEND = WHITE  
MAIN LEGEND = 8" B SERIES FONT  
SUFFIX / PREFIX LEGEND = 4" C SERIES FONT  
BLOCK NUMBERS = 4" B SERIES FONT  
BORDER = 0.25" ; INDENT = 0.25"  
CORNER RAIUS = 1.5"



## ESCAMBIA COUNTY STANDARD DETAILS FOR 12" STREET NAME SIGNS

OFFICE OF TRANSPORTATION and TRAFFIC OPERATIONS  
3363 WEST PARK BLADE, PENSACOLA, FLORIDA, 32505

## Exhibit D

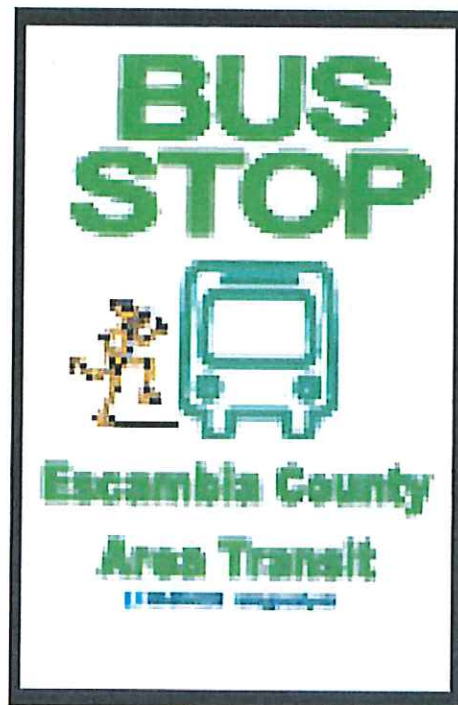
### General Specification for ECAT Bus Stop Sign

#### Sign Blade

- 0.080" gauge alodine coated aluminum, 12" x18" with rounded corners featuring retroreflective; graphic (up to four colors).

#### Sign Facing

- Contact ECAT for sign facing and legend layout (*depicting an ECAT design logo with "Bus Stop" legend*).

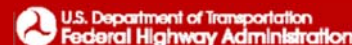


## STREET NAME SIGN FABRICATE, INSTALL and REMOVAL DAILY REPORT SHEET

FAX DATE:

[illegible]

## 2011 Traffic Sign Retroreflective Sheeting Identification Guide



This document is intended to help identify sign sheeting materials for rigid signs and their common specification designations. It is not a qualified product list. FHWA does not endorse or approve sign sheeting materials. Many other sheeting materials not listed here are available for delineation and construction/work zone uses.

### Retroreflective Sheeting Materials Made with Glass Beads

Example of Sheeting (Shown to scale)								
ASTM D4956-04	I	II	II	III	III	III	III	III
ASTM D4956-09	I	II	II	III	III	III	III	III
AASHTO M268-10	(1)	(1)	(1)	A	A	A	A	A
Manufacturer	Several companies	Avery Dennison®	Nippon Carbide	3M™	ATSM, Inc.	Avery Dennison®	Nippon Carbide	Oracal
Brand Name	Engineer Grade	Super Engr Grade	Super Engr Grade	High Intensity	High Intensity	High Intensity	High Intensity	High Intensity
Series	Several	T-2000	15000	2800 3800	ATSM HI	T-5500	N500	5800
NOTES:	(2)	(3) (4)	(4)	(3) (4)	(4)	(4)	(4)	(4)
(1) – Sheeting material does not meet minimum AASHTO classification criteria. (2) – Glass Bead Engineer Grade sheeting is uniform without any patterns or identifying marks. Section 2A.08 of the 2009 MUTCD ( <a href="http://mutcd.fhwa.dot.gov">http://mutcd.fhwa.dot.gov</a> ) does not allow this sheeting type to be used for new yellow or orange signs, or new legends on green signs. (3) – Material no longer sold in the United States as of the date of this publication. (4) – Section 2A.08 of the 2009 MUTCD ( <a href="http://mutcd.fhwa.dot.gov">http://mutcd.fhwa.dot.gov</a> ) does not allow this sheeting type to be used for new legends on green overhead signs.								

- ☐ ASTM D4956-04 is referenced in Table 2A-3 of the 2009 MUTCD.
- ☐ ASTM D4956-09 is the most current ASTM sign sheeting specification (the 2009 version is designated by “-09”).
- ☐ AASHTO M268-10 Types for this Guide are based only on retroreflective properties and not other unique AASHTO requirements such as color.

### Manufacturer Contact Information

3M - <http://www.3M.com/tss>  
 Avery Dennison - <http://www.reflectives.averydennison.com>  
 Oracal - <http://www.oracal.com>

ATSM, Inc. - <http://www.atsminc.com>  
 Nippon Carbide - <http://www.nikkalite.com>  
 Reflexite - <http://www.reflexite.com>

FHWA Publication Number: FHWA-SA-11-14. For additional copies of this document, please send request to [report.center@dot.gov](mailto:report.center@dot.gov)



# 2011 Traffic Sign Retroreflective Sheeting Identification Guide



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## Retroreflective Sheeting Materials Made with Prisms

Example of Sheeting (Shown to scale)								
D4956-04	(5)	III, IV	III, IV, X	(5)	(5) / X	(5)	VIII	VII, VIII, X
D4956-09	I	III, IV	III, IV	IV	IV / VIII	VIII	VIII	VIII
M268-10	(6)	B	B	B	B	B	B	(9)
Manufacturer	3M™	Avery Dennison®	3M™	Reflexite®	Nippon Carbide	3M™	Avery Dennison®	3M™
Brand Name	Engr Grade Prismatic	High Intensity Prismatic	High Intensity Prismatic	High Intensity Prismatic	Crystal Grade	Reflective Sheeting	MVP Prismatic	Diamond Grade™ LDP
Series	3430	T-6500	3930	IC400	94000 / 92000	3940	T-7500	3970
NOTES:	(7)				(8)			(10)

Example of Sheeting (Shown to scale)						NOTE: The watermarks have been enhanced in this ID Guide. They are shown to scale but are not as visible on actual sheeting materials. It helps to view the sheeting materials at different angles to see the watermarks. The spacing of the watermarks varies and therefore watermarks may not be present on small pieces of sheeting.
D4956-04	IX	IX	(5)	(5)	(5)	
D4956-09	IX	IX	IX	XI	XI	
M268-10	B	B	B	D	D	
Manufacturer	3M™	Avery Dennison®	Nippon Carbide	3M™	Avery Dennison®	
Brand Name	Diamond Grade™ VIP	OmniView™	Crystal Grade	Diamond Grade™ DG3	OmniCube™	
Series	3990	T-9500	95000	4000	T-11500	
NOTES:						

(5) – Material was either unavailable in 2005 (previous version of this Guide) or unassigned in the 2004 version of ASTM D4956.

(6) – Sheeting material does not meet minimum AASHTO classification criteria.

(7) – Section 2A.08 of the 2009 MUTCD (<http://mutcd.fhwa.dot.gov>) does not allow this sheeting type to be used for new yellow or orange signs, or new legends on green signs.

(8) – These two materials (94000 and 92000) are visually indistinguishable from one another.

(9) – Material has been discontinued prior to AASHTO M268-10.

(10) – Material no longer sold in the United States as of the date of this publication.

## Resources

Federal Highway Administration – <http://www.fhwa.dot.gov/retro>  
 Manual on Uniform Traffic Control Devices (MUTCD) – <http://mutcd.fhwa.dot.gov>  
 ASTM – <http://www.astm.org> AASHTO – <http://www.transportation.org>  
 Texas Transportation Institute – <http://tti.tamu.edu/visibility>