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# 24-0215-ITB

# Traffic Pavement Marking Services - COOP

This Agreement (the "agreement" or "contract"), is entered into on the date last executed below ("Effective Date"), by and between Pinellas County, a subdivision of the State of Florida whose primary address is 315 Court Street, Clearwater, Florida 33756 ("COUNTY") and AKCA, LLC whose primary address is 4603 Reece Road Plant City, FL 33566 (hereinafter "CONTRACTOR") (jointly, the "Parties").

# NOW THEREFORE, the Parties agree as follows:

# A. Documents Comprising Agreement

- 1. This Agreement, including the Exhibits listed below, constitutes the entire agreement and understanding of the Parties with respect to the transactions and services contemplated hereby and supersedes all prior agreements, arrangements, and understandings relating to the subject matter of the Agreement. The documents listed below are hereby incorporated into and made a part of this Agreement:
  - a. This Agreement
  - Pinellas County Standard Terms & Conditions, located on Pinellas County Purchasing's website, effective 6/14/2023, posted at <a href="https://pinellas.gov/county-standard-terms-conditions/">https://pinellas.gov/county-standard-terms-conditions/</a>
  - c. Solicitation Section 4, titled <u>Special Terms & Conditions</u> shown as Exhibit C.
  - d. Solicitation Section 5, titled <u>Insurance Requirements</u> shown as Exhibit D.
  - e. Contractor's response to Solicitation Section 6, titled <u>Scope of Work / Specifications</u> shown as Exhibit E.
  - f. Contractor's response to Solicitation Section 9, titled <u>Pricing Proposal</u> shown as Exhibit F.
- 2. In the case of a conflict, the terms of this document govern, followed by the terms of the attached Exhibits, which control in the order listed above.

#### B. Term

The initial term of this Agreement is for 60 Months from the Effective Date ("Contract Term"). There is no term extension with this contract.

# C. Expenditures Cap

 Payment and pricing terms for the initial and renewal terms are subject to the Pricing Proposals in Exhibit F. County expenditures under the Agreement will not

exceed \$3,794,580.00 for the Contract Term without a written amendment to this Agreement.

# D. Entire Agreement

1. This Agreement constitutes the entire agreement between the Parties.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their undersigned officials, who are duly authorized to bind the Parties to the Agreement.

For Contractor: AKCA LLC

Signature:

Billy D. Miller Jr. - President / CEO Print Name and Title:

Date: 4/29/2024

For County: PINELLAS COUNTY

Signature: Print Name and Title: Kathleen Peters, Chair

Date: 6/11/2024

ATTEST: KEN BURKE, CLERK

APPROVED AS TO FORM

By: Keiah Townsend

Office of the County Attorney

# **EXHIBIT C**

# **Special Terms & Conditions**

# 4. Special Terms & Conditions

## 4.1 INTENT

It is the intent of Pinellas County to establish an Agreement for Traffic Pavement Marking Services - COOP to be ordered, as and when required.

#### **4.2 NON-NEGOTIABLE TERMS**

While the County prefers that no exceptions to its contract terms be taken, the solicitation does authorize respondent to take exception to terms as part of its submittal. The County has deemed the following contract terms in the County's Standard Terms & Conditions <a href="https://pinellas.gov/county-standard-terms-conditions/">https://pinellas.gov/county-standard-terms-conditions/</a> to be <a href="https://pinellas.gov/county-standard-terms-conditions/">https://pinellas.gov/cou

Section 3: Compliance with Applicable Laws (all terms)

Section 7: Indemnification & Liability (all terms)

Section 8: Insurance & Conditions Precedent

Section 10(G): Governing Law & Venue

Section 12(A): Fiscal Non-Funding

Section 13: Confidential Records, Public Records, & Audit (all terms)

Section 19: Digital Content (all terms) (if the Agreement includes software, online, or digital content services)

Any terms required by law.

#### 4.3 PRICING/PERIOD OF CONTRACT

Duration of the Agreement will be for a period of 60 months with unit prices adjustable (increase or decrease) at 12 months after the date of award for a one-time adjustment, in an amount not to exceed the average of the Consumer Price Index (CPI) or 5%, whichever is less, for all Urban

Consumers, Series Id: CUUR0000SA0, Not Seasonally Adjusted, Area: U.S. city average, Item: All items, Base Period: 1982-84=100 for the twelve months prior.

It is the Contractor's responsibility to request any pricing adjustment under this provision. For any adjustment to commence annually, the Contractor's request for adjustment will be submitted between 90-120 days prior to Agreement anniversary date, utilizing the available index at the time of request. The Contractor adjustment request will not be in excess of the relevant pricing index change. If no adjustment request is received from the Contractor, the County will assume the Contractor has agreed to continue without a pricing adjustment. Any adjustment request received outside of the 90–120-day period above will not be considered.

# 4.4 TERM EXTENSION(S) OF CONTRACT

Not Applicable

## 4.5 PRE-COMMENCEMENT MEETING

Not Applicable

#### 4.6 ORDERS

Within the term of this Agreement, County may place one or more orders for goods and/or services at the prices listed on the Pricing Proposal section of this solicitation, which is incorporated by reference hereto.

## **4.7 ASBESTOS MATERIALS**

The Contractor must perform all Work in compliance with Federal, State and local laws, statutes, rules, regulations and ordinances, including but not limited to the Department of Environmental Protection (DEP)'s asbestos requirements, 40 CFR Part 61, Subpart M, and OSHA Section 29 CFR 1926.58. Additionally, the Contractor must be properly licensed and/or certified for asbestos removal as required under Federal, State and local laws, statutes, rules, regulations and ordinances. The County is responsible for filing all DEP notifications and furnish a copy of the DEP notification and approval for demolition to the successful Contractor. The County will furnish a copy of the asbestos survey to the successful Contractor. The Contractor must keep this copy on site at all times during the actual demolition.

# 4.8 SERVICES

The terms below are applicable if the Solicitation includes the provision of SERVICES:

ADD/DELETE LOCATIONS SERVICES - The County reserves the right to unilaterally add
or delete locations/services, either collectively or individually, at the County's sole option, at
any time after award has been made as may be deemed necessary or in the best interests of

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the County. In such case, the Contractor(s) will be required to provide services to this agreement in accordance with the terms, conditions, and specifications.

## 4.9 GOODS & PRODUCTS

The terms below are applicable if the Solicitation includes the purchase of GOODS or PRODUCTS:

 DELIVERY/CLAIMS - Prices quoted will be FOB Destination, freight included and unloaded to location(s) within Pinellas County. Actual delivery address(s) will be identified at time of order. Successful Contractor(s) will be responsible for making any and all claims against carriers for missing or damaged items.

#### 4.10 QUANTITIES

Any quantities stated are an estimate only and no guarantee is given or implied as to quantities that will be used during the Agreement period. Estimated quantities are based upon previous use and/or anticipated needs.

# **4.11 PERFORMANCE SECURITY**

Not Applicable

# **Exhibit D**

# **Insurance Requirements**

# 5.0 Insurance Requirements

# 5.1 INSURANCE (General)

The Vendor must provide a certificate of insurance and endorsement in accordance with the insurance requirements listed below, prior to recommendation for award. The Vendor shall obtain and maintain, and require any subcontractor to obtain and maintain, at all times during its performance of the Agreement in Phase 1 insurance of the types and in the amounts set forth. For projects with a Completed Operations exposure, Vendor shall maintain coverage and provide evidence of insurance for 2 years beyond final acceptance. All insurance policies shall be from responsible companies duly authorized to do business in the State of Florida and have an AM Best rating of VIII or better.

# **5.2 INSURANCE (Requirements)**

- 1. Submittals should include the Vendor's current Certificate(s) of Insurance. If Vendor does not currently meet insurance requirements, Vendor shall also include verification from their broker or agent that any required insurance not provided at that time of submittal will be in place prior to the award of contract. Upon selection of Vendor for award, the selected Vendor shall email certificate that is compliant with the insurance requirements. If the certificate received is compliant, no further action may be necessary. The Certificate(s) of Insurance shall be signed by authorized representatives of the insurance companies shown on the Certificate(s).
- 2. The Certificate holder section shall indicate Pinellas County, a Subdivision of the State of Florida, 400 S Fort Harrison Ave, Clearwater, FL 33756. Pinellas County shall be named as an Additional Insured for General Liability. A Waiver of Subrogation for Workers Compensation shall be provided if Workers Compensation coverage is a requirement.
- Approval by the County of any Certificate(s) of Insurance does not constitute verification by the County that the insurance requirements have been satisfied or that the insurance policy

- shown on the Certificate(s) of Insurance is in compliance with the requirements of the Agreement. County reserves the right to require a certified copy of the entire insurance policy, including endorsement(s), at any time during the Bid and/or contract period.
- 4. If any insurance provided pursuant to the Agreement expires or cancels prior to the completion of the Work, you will be notified by CTrax, the authorized vendor of Pinellas County. Upon notification, renewal Certificate(s) of Insurance and endorsement(s) shall be furnished to Pinellas County Risk Management at <a href="mailto:InsuranceCerts@pinellascounty.org">InsuranceCerts@pinellascounty.org</a> and to CTrax c/o JDi Data at <a href="mailto:PinellasSupport@ididata.com">PinellasSupport@ididata.com</a> by the Vendor or their agent prior to the expiration date.
  - 1. Vendor shall also notify County within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, nonrenewal or adverse material change in coverage received by said Vendor from its insurer Notice shall be given by email to Pinellas County Risk Management at <a href="mailto:lnsuranceCerts@pinellascounty.org">lnsuranceCerts@pinellascounty.org</a>. Nothing contained herein shall absolve Vendor of this requirement to provide notice.
  - 2. Should the Vendor, at any time, not maintain the insurance coverages required herein, the County may terminate the Agreement,
- 5. If subcontracting is allowed under this Bid, the Primary Vendor shall obtain and maintain, at all times during its performance of the Agreement, insurance of the types and in the amounts set forth; and require any subcontractors to obtain and maintain, at all times during its performance of the Agreement, insurance limits as it may apply to the portion of the Work performed by the subcontractor; but in no event will the insurance limits be less than \$500,000 for Workers' Compensation/Employers' Liability, and \$1,000,000 for General Liability and Auto Liability if required below.
  - 1. All subcontracts between the Vendor and its Subcontractors shall be in writing and are subject to the County's prior written approval. Further, all subcontracts shall
    - Require each Subcontractor to be bound to the Vendor to the same extent
      the Vendor is bound to the County by the terms of the Contract Documents,
      as those terms may apply to the portion of the Work to be performed by the
      Subcontractor.
    - Provide for the assignment of the subcontracts from the Vendor to the County at the election of Owner upon termination of the Contract.

- 3. Provide that County will be an additional indemnified party of the subcontract.
- Provide that the County will be an additional insured on all insurance policies required to be provided by the Subcontractor except workers compensation and professional liability.
- 5. Provide a waiver of subrogation in favor of the County and other insurance terms and/or conditions.
- 6. Assign all warranties directly to the County; and
- 7. Identify the County as an intended third-party beneficiary of the subcontract. The Vendor shall make available to each proposed Subcontractor, prior to the execution of the subcontract, copies of the Contract Documents to which the Subcontractor will be bound by this Section C and identify to the Subcontractor any terms and conditions of the proposed subcontract which may be at variance with the Contract Documents.
- 6. Each insurance policy and/or certificate shall include the following terms and/or conditions:
  - The Named Insured on the Certificate of Insurance and insurance policy must match
    the entity's name that responded to the solicitation and/or is signing the agreement
    with the County.
  - 2. Companies issuing the insurance policy, or policies, shall have no recourse against County for payment of premiums or assessments for any deductibles which all are at the sole responsibility and risk of Vendor.
  - The term "County" or "Pinellas County" shall include all Authorities, Boards, Bureaus, Commissions, Divisions, Departments and Constitutional offices of County and individual members, employees thereof in their official capacities, and/or while acting on behalf of Pinellas County.
  - 4. All policies shall be written on a primary, non-contributory basis.

The minimum insurance requirements and limits for this Agreement, which shall remain in effect throughout its duration and for two (2) years beyond final acceptance for projects with a Completed Operations exposure, are as follows:

#### **5.3 WORKERS' COMPENSATION INSURANCE**

Worker's Compensation Insurance is required if required pursuant to Florida law. If, pursuant to Florida law, Worker's Compensation Insurance is required, employer's liability, also known as Worker's Compensation Part B, is also required in the amounts set forth herein.

## 1. Limits

1. Employers' Liability Limits Florida Statutory

1.	Per Employee	\$500,000
2.	Per Employee Disease	\$500,000
3.	Policy Limit Disease	\$500,000

If Vendor is not required by Florida law, to carry Workers Compensation Insurance in order to perform the requirements of this Agreement, County Waiver Form for workers compensation must be executed, submitted, and accepted by Risk Management. The County Waiver Form is found at <a href="https://pinellas.gov/services/submit-a-workers-compensation-waiver-request/">https://pinellas.gov/services/submit-a-workers-compensation-waiver-request/</a>. Failure to obtain required Worker's Compensation Insurance without submitting and receiving a waiver from Risk Management constitutes a material breach of this Agreement.

#### **5.4 COMMERCIAL GENERAL LIABILITY INSURANCE**

Includes, but not limited to, Independent Vendor, Contractual Liability Premises/Operations, Products/Completed Operations, and Personal Injury. No explosion, collapse, or underground damage exclusions allowed.

#### 1. Limits

1.	Combined Single Limit Per Occurrence	\$1,000,000.
2.	Products/Completed Operations Aggregate	\$2,000,000.
3.	Personal Injury and Advertising Injury	\$1,000,000
4.	General Aggregate \$ 2,000,000	

# 5.5 BUSINESS AUTOMOBILE OR TRUCKER'S/GARAGE LIABILITY INSURANCE

To cover owned, hired, and non- owned vehicles. If the Vendor does not own any vehicles, then evidence of Hired and Non-owned coverage is sufficient. Coverage shall be on an "occurrence" basis, such insurance to include coverage for loading and unloading hazards, unless Vendor can show that this coverage exists under the Commercial General Liability policy.

# 1. Limit

1. Combined Single Limit Per Accident \$1,000,000

## **5.6 EXCESS OR UMBRELLA LIABILITY INSURANCE**

Excess of the primary coverage required, in paragraphs above. No explosion, collapse, or underground damage exclusions allowed.

# 1. Limits

Each Occurrence \$2,000,000
 General Aggregate \$2,000,000

## 5.7 PROPERTY INSURANCE

Vendor will be responsible for all damage to its own property, equipment and/or materials.

# Exhibit E

# Scope of Work / Specifications

# 6. Scope of Work / Specifications

# **6.1. REQUIREMENTS**

- 1. Bidders shall have applicable experience as a contractor performing traffic marking services and present similar contracts and contacts with agencies the size of Pinellas County with bid.
- 2. Bidder shall be a Licensed General Contractor in the State of Florida. Bidders should provide a copy of their General Contractor's License with their bid.
- 3. Disclose any subcontractor that would be used to perform any work on Attachment A and should submit with bid submittal.
- 4. Provide a worksite traffic supervisor that is certified by the Florida Department of Transportation (FDOT) for Advanced Maintenance of Traffic. This person shall be on-site for the duration of all work activities. Certification shall be provided at the pre-commencement meeting.
- 5. Prepare and submit a traffic control plan in accordance with the instructions in Section 6.4 Traffic Control. The Plan will be due at the pre- commencement meeting.
- 6. Designate a Contractor's Representative that is experienced with firm's operations and work requirements and whom will be present during work and authorized to act on behalf of the Contractor. This person shall be disclosed at the pre-commencement meeting.
  - 7. Daily Work Notice: The Contractor shall inform the County Representative daily of the work areas being performed.
    - A. The Contractor shall provide a fax or email no later than 8:00 AM, of a worksheet outlining the limits of the road segment to be worked that day so that the County Representative may visit same for inspection and tentative approval of work quality being accomplished.
    - B. When the Contractor has completed a road segment the County Representative shall be notified by fax or email. Upon such notification a final inspection of the work shall be made within 48 hours (weekends excluded) and the Contractor notified as to acceptance or rejection of work.

C. In the event of unsatisfactory work, the Contractor shall be provided a "punch list" indicating the corrective measures necessary for approval of the work performed. The Contractor shall perform appropriate correction within **five (5)** working days. When the corrections have been made, the Contractor shall notify the County Representative and a re-inspection will be made by the following business day (exception – holidays and weekends). Either with bid or prior to award.

#### 6.2. WORK ORDER CONTRACTING

This is a work order contract where work will be released on an ongoing basis.

#### 6.3. SCOPE OF WORK

The Public Works Department requires a contract for materials and services to install and remove thermoplastic and painted traffic markings, permanent tape, preformed markings, and raised retroreflective pavement markers. Services include all materials, labor, equipment and traffic control for work on roadways, bridges and parking areas, as further described.

Contractor shall furnish all supervision, quality control, labor, materials, equipment, tools, transportation, supplies, manpower, preparatory surface work, mobilization/demobilization, and disposal fees necessary, traffic control, work certification and any incidentals to complete the pavement marking work. Unit prices shall be all-inclusive. No additional compensation beyond the pay items of this contract will be provided to the Contractor.

1. Installation & Materials: All materials and installation shall be with new materials meeting the minimum requirements of the Florida Department of Transportation (FDOT) Specifications for Road and Bridge Construction, Sections 706, 710, 711, 713, 970 and 971, as applicable, most recent edition, and be actively listed on the Approved Products List (APL).

The Contractor shall be responsible for the proper use, handling, storage and disposal of all materials and waste generated from work.

<u>Defective Materials & Work</u>: All materials not conforming to the requirements of these specifications shall be considered defective, and all such materials whether in place or not, shall be rejected and condemned and shall be immediately removed from the work site,

unless otherwise permitted. All work, which has been rejected or condemned by the County shall be remedied, or, if deemed necessary, shall be removed or replaced in an acceptable manner at the Contractor's expense.

Failure to remove rejected materials and refusal to remedy or replace defective work shall be cause for the County to withhold payment for work until it is remedied and accepted by the County.

Website for the above materials and installation are located at:

https://fdotwww.blob.core.windows.net/sitefinity/docs/default-

source/programmanagement/implemented/specbooks/fy-2024-25/fy2024-

25ebookfinalcomp-revised1-24-24.pdf?sfvrsn=15b17f9c 1

<u>Conflicting Plans & Specifications</u>: Whenever a conflict appears between the plans and specifications, the more stringent requirement shall apply. If a conflict is of a nature requiring a decision, then a written request for clarification to the County Representative shall be made prior to starting that phase of work.

The FDOT APL is located at:

https://fdotwp1.dot.state.fl.us/ApprovedProductList/Specificati

<u>ons</u>

## 2. Installation & Removal Work:

A. The work of the below Groups shall be performed with the materials, equipment, and method of application in accordance with the indicated Section of the FDOT Standard Specifications for Road and Bridge Construction as follows:

GROUP	FDOT SPECIFICATION
Group 1: Thermoplastic Pavement Markings, (Alkyd)	711 and 971
Group 2: Thermoplastic Preformed Pavement Markings (Non-Skid)	711 and 971
Group 3: Painted Pavement Markings (Waterborne Paint with Glass Spheres)	710 and 971
<b>Group 4:</b> Permanent Tape Pavement Markings (High Performance) & SPA60 Adhesive (see special requirements below)	713 and 971
Group 5: Raised Retro-Reflective Pavement Markers (RPM) & Bituminous Adhesive	706 and 970
<ul> <li>Group 6: Other</li> <li>Thermoplastic/Paint, Remove Existing Pavement Markings (excludes Group 4);</li> <li>Mobilization Surcharge for Work Orders Valued ≤ \$10,000</li> </ul>	711 and 971

# **B. Group 4 Special Requirements:**

- 3.The material requirement of this Group is 3M™ Stamark™ Series 380 product. No other product will be accepted.
- 4. Contractor shall comply with 3M<sup>™</sup> manufacturer installation instructions and product literature to complete the work as follows:
- 5. Product Bulletin 380I ES, 3M<sup>™</sup> Stamark<sup>™</sup> High Performance Marking Tape (Contrast) white & yellow Specifications: PB 3M<sup>™</sup> Stamark<sup>™</sup> High Performance Tape Series 380
- 6. information Folder 5.21, Instructions on 3M™ Stamark™ Low VOC Surface Preparation Adhesive SPA60
- a. 3M product website: <a href="https://www.3m.com/3M/en">https://www.3m.com/3M/en</a> US/company-us/all-3m-products/~/3M-Stamark-High-Performance-Tape-Series-380IES/?N=5002385+8709322+3294252226&rt=rud
- <u>b. Adhesive SPA-60 Requirement</u>: The Contractor shall use 3M<sup>™</sup> Stamark<sup>™</sup> Surface Preparation Adhesive SPA- 60 for all permanent tape work. **All work shall include this adhesive. This is a county requirement**.
- c. Removal of Tape and Surface Preparation: Any requirement for removal of lines and surface preparation shall be performed utilizing a contained water blasting method. Removal of lines shall be taken down to a minimum of 90%.

d. Additional information can be found at the 3M

website: <a href="http://solutions.3m.com/wps/portal/3M/en">http://solutions.3m.com/wps/portal/3M/en</a> US/NA roadway/safety/resources/documentlibra ry/?PC 7 U00M8B1A0GU4C0IJ9AA879AEV4000000 nid=QMC55722BBge

#### 6.4. TRAFFIC CONTROL

Contractor shall be responsible to provide safety and maintenance of traffic (MOT) to safely maintain vehicular, bicycle and pedestrian traffic within the work limits and comply with all traffic safety requirements during all work. This includes any necessary detours, advance warnings and channelization or other features, both at the immediate work site and outlying points.

- A. Worksite traffic supervisor shall be certified in Advanced Maintenance of Traffic and shall be present at the work site at all times.
- B. The Contractor shall provide all necessary MOT including signage arrow boards and flagging staff, etc., as necessary to perform work.
- C. The Contractor shall prepare and submit a detailed traffic control plan to the County for review and acceptance. The plan shall be designed to accomplish the work and shall incorporate the methods and criteria contained in the Manual on Uniform Traffic Control Devices (MUTCD) Part VI, as adopted and amended by the Florida Department of Transportation. A typical FDOT Index 600 Series MOT plan that is being proposed and shall be provided at the pre-commencement meeting.
- D. The County may inspect and monitor the Contractor's traffic control scheme and devices. The Contractor shall inform the County Representative of any required alterations or adjustments to the control plan or devices for further review and acceptance.

# 6.5. WORK ASSIGNMENTS & AUTHORIZATION

- Measurement & Cost Estimate: Prior to start of each work assignment, the Contractor will be required to measure the work areas and provide a detailed cost estimate and time schedule to complete the work. The cost estimate shall detail all pay items.
- 2. The measurement, cost estimate and schedule shall be provided to the County within seven (7) calendar days of request for estimate.

- 3. The County is aware that actual measurements may change once work begins, and therefore an adjustment of 10% will be acceptable before additional authorization is required. Costs greater than 10% will require an adjusted Purchase Order, which shall then be considered authorization to proceed with the work.
- 4. Work Schedule: Contractor shall perform work on weekdays and evenings during non-peak traffic hours of 9:00 a.m. 3:00 p.m. and 9:00 p.m. 6:00 a.m., unless the County Representative approves a deviation from this schedule. Work shall not typically be performed on Saturdays, Sundays or recognized Holidays.

Proposed deviations from this schedule shall be in writing to the County Representative one (1) week in advance for approval or denial.

Contractor shall diligently complete work assignments on consecutive working days to meet the time schedule for completion. Work excludes stoppages due to inclement weather or delays caused by the County.

No work will be permitted on: New Year's Day, Independence Day, Thanksgiving Day and Christmas Day. When approval is granted in accordance with the provisions stated above, work will be allowed on:

- Martin Luther King, Jr. Day
- Memorial Day, Labor Day
- Veterans Day
- Thanksgiving Day and the Friday after

If Christmas or New Year's Day occur on Tuesday or Thursday, the preceding Monday or following Friday shall be recognized as a holiday. If any recognized holiday shall fall on a Saturday, the preceding Friday shall be observed as a holiday. If any recognized holiday shall fall on a Sunday, the following Monday shall be observed as a holiday.

2. The County Representative will authorize the start of the work orders in the form of a Purchase Order issued that will be established for this contract. This Purchase Order shall be considered authorization to coordinate and complete the work. Work shall continue on consecutive working days until completion.

Title: Traffic Pavement Marking Services - COOP

3. Upon completion of individual work order assignments, the Contractor will be required to

provide written documentation certifying that all work was performed in compliance with these

specifications, FDOT standards and 3M product certification. This document shall be provided prior

to or at the time of invoicing and shall be sent separately to the County Representative.

Final acceptance of work will occur upon the County Representative or designee's inspection

and acceptance of the Contractor's work being satisfactorily completed and upon receipt of the

Certification of Work noted above.

5. Mobilization Surcharge: The County will make every effort to issue work orders with a

minimum value of \$10,000. Each work order may contain multiple project site assignments. In the

event a work order falls below the minimum value, then a mobilization surcharge will be available at

the cost bid.

**6.6. UNSPECIFIED SERVICES** 

Unspecified services is defined as services that may be required due to unexpected conditions or

events similar to the scope of work. Unspecified work is not guaranteed as part of the contract and

must be properly authorized by the County.

6.7. PAY ITEMS

The unit prices for bid/pay items for these specifications are all-inclusive. They include all

supervision, quality control, labor, materials, equipment, tools, transportation, overhead, profits,

supplies, manpower, preparatory surface work, mobilization/demobilization, traffic control, work

certification and disposal fees and any other incidental items necessary to complete the work.

1. Thermoplastic Pavement Markings (Alkyd)

Method of Measurement: The total quantity of thermoplastic pavement markings is based on

the actual unit of measure of material installed and accepted by the County. Unpainted/un-

striped gaps will not be measured or paid for.

<u>Basis of Payment</u>: Payable at the contract unit price bid per the following units:

Group 1	Thermoplastic, Standard (Solid or Skip)	LF
Group 1	Thermoplastic, Standard (Solid or Skip)	GM
Group 1	Thermoplastic Messages	EA
Group 1	Thermoplastic Arrows	EA
Group 1	Thermoplastic, Standard-Other Surfaces	GM

<u>Reference:</u> All work and materials shall be in accordance with FDOT Specification 711 and 971. Thermoplastic Preformed Pavement Markings (Non-Skid).

2. Method of Measurement: The total quantity of non-skid thermoplastic pavement markings installed and accepted by the County.

Basis of Payment: Payable at the contract unit price bid per each.

Gro	up 2	Thermoplastic, Preformed, Non-Skid	EA
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<u>Reference:</u> All work and materials shall be in accordance with FDOT Specification 711 and 971.

3. Painted Pavement Markings (Waterborne Paint with Glass Spheres)

<u>Method of Measurement</u>: The total quantity of painted pavement markings is based on the actual unit of measure of material installed and accepted by the County. Unpainted/un-striped gaps will not be measured or paid for.

<u>Basis of Payment</u>: Payable at the contract unit price bid per the following units:

Group 3	Painted Pavement Markings, Standard (Lines)	LF
Group 3	Painted Pavement Markings, Standard (Messages)	EA
Group 3	Painted Pavement Markings, Standard (Arrows)	EA

<u>Reference:</u> All work and materials shall be in accordance with FDOT Specification 710 and 971.

4. Permanent Tape Pavement Markings (High Performance)

<u>Method of Measurement (Permanent Tape)</u>: The total quantity of permanent tape pavement markings including SPA60 adhesive is based on the actual unit of measure of material installed and accepted by the County. Unpainted/un-striped gaps will not be measured or paid for.

Basis of Payment: Payable at the contract unit price bid per linear foot.

Group 4	Permanent Tape, White or Yellow, 6" with 1½" Black Contrast Border for Concrete Bridges (includes SPA60 Adhesive)	LF
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<u>Method of Measurement (Removal)</u>: The total quantity of removed permanent tape pavement markings including surface preparation using water blasting method and accepted by the County.

<u>Basis of Payment</u>: Payable at the contract unit price bid per square foot.

I Group 4	Removal & Surface Preparation	SF
C. Cup .	removal a carrace i reparation	)

Reference: All work and materials shall be in accordance with FDOT Specification 713 and 971.

5. Raised Retro-Reflective Pavement Markers (RPM's) & Bituminous Adhesive

Method of Measurement (Permanent Tape): The total quantity of RPM's installed including bituminous adhesive and removal of existing RPM's, and accepted by the County.

Basis of Payment: Payable at the contract unit price bid per each.

<u>Reference:</u> All work and materials shall be in accordance with FDOT Specification 706 and 970.

## 6. Other

Method of Measurement (Removal of Existing Pavement Markings Thermoplastic/Paint): The total quantity of thermoplastic or painted pavement markings removed and accepted by the County.

Basis of Payment: Payable at the contract unit price bid per square foot.

Group 6	Removal of Existing Pavement Markings,	SF
	Thermoplastic/Paint	

<u>Reference:</u> All work and materials shall be in accordance with FDOT Specification 711 and 971.

<u>Method of Measurement (Mobilization Surcharge)</u>: The total quantity of mobilizations performed with a single work order value of  $\leq$  \$10,000, as defined under 4H, and accepted by the County.

Basis of Payment: Payable at the contract unit price bid per each.

Group 6 Mobilization Surcharge for Work Orders Valued ≤ \$10,000 EA
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Reference: Non-standard specification.

# 7. Unspecified Services

<u>Method of Measurement</u>: Work will be paid by a portion of the unspecified work allowance that has been established in this contract on a case-by-case basis. The cost shall be determined by negotiation with costs fully documented and authorized by the County.

Basis of Payment: Payable at the negotiated and authorized lump sum cost per each.

Group 7	Unspecified Services	EA

Reference: Pinellas County Public Works Standard Technical Specification 999-0000

# **Exhibit F**

# **Pricing Proposal**

Bid Tabulation

24-0215-ITB Traffic Pavement Marking Services - COOP

#1 AKCA LLC

\$758,916.00

X 5 year term = \$3,794,580.00

Estimated annual quantities listed below

GROUP 1: The	ermoplastic Pavement Markings ( Alkyd)			AKCA LLC	
Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
711-11-121	Thermoplastic, Standard, White, Solid, 6"	100000	LF	\$1.20	\$120,000.00
711-11-121-1	Thermoplastic, Standard, White, Solid, 6" (Parking Lot)	38000	LF	\$.35	\$13,300.00
711-11-122	Thermoplastic, Standard, White, Solid, 8"	3800	LF	\$3.00	\$11,400.00
711-11-123	Thermoplastic, Standard, White, Solid, 12"	12583	LF	\$2.00	\$25,166.00
711-11-124	Thermoplastic, Standard, White, Solid, 18"	950	LF	\$2.00	\$1,900.00
711-11-125	Thermoplastic, Standard, White, Solid, 24"	14500	LF	\$2.00	\$29,000.00
711-11-131	Thermoplastic, Standard, White (10'-30' Skip/Dotted) 6"	3	GM	\$3,000.00	\$9,000.00
	Thermoplastic, Standard, White (2'-4' Dotted Guideline/6-10 Gap			4.0	440,000,00
711-11-141	Extension), 6"	100000		\$.10	\$10,000.00
711-11-221	Thermoplastic, Standard, Yellow, Solid, 6"	90000	LF	\$1.20	\$108,000.00
711-11-224	Thermoplastic, Standard, Yellow, Solid, 18"	3700	LF	\$2.00	\$7,400.00
711-11-231	Thermoplastic, Standard, Yellow, (10'-30' Skip/Dotted) 6"	17	GM	\$2,000.00	\$34,000.00
711-11-241-1	Thermoplastic, Standard, Yellow, (2'-2' Skip) 6"	1000	LF	\$1.00	\$1,000.00
	Thermoplastic, Standard, Yellow, (2' 4' Dotted Guideline/6-10 Gap				
711-11-241-2	Extension) 6"	3500	LF	\$1.00	\$3,500.00
711-11-421	Thermoplastic, Standard, Blue, Solid, 6" (Parking Lot)	2500	LF	\$2.00	\$5,000.00
	Total				\$378,666.0

ARROWS					AKCA LLC	
			Unit of			
Line Item	Description	Quantity	Measure	Unit Cost	Total	
711-11-170-1	Thermoplastic, Standard, White, Arrow (Left or Right Turn)	500	EA	\$40.00	\$20,000.00	
711-11-170-2	Thermoplastic, Standard, White, Arrow (Straight)	60	EA	\$20.00	\$1,200.00	
711-11-170-3	Thermoplastic, Standard, White, Arrow (Merge)	10	EA	\$100.00	\$1,000.00	
711-11-170-4	Thermoplastic, Standard, White, Arrow (Turn and Through)	290	EA	\$30.00	\$8,700.00	
711-11-170-5	Thermoplastic, Standard, White, Arrow (Bike Lane)	390	EA	\$10.00	\$3,900.00	
	Thermoplastic, Standard, White, Arrow (Wrong Way for					
711-11-170-6	Ramps)	390	EA	\$10.00	\$3,900.00	
	Total				\$38,700.00	

MESSAGES			AKCA LLC		
Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
711-11-161	Thermoplastic, Standard, White, Message, (RXR)	3	EA	\$80.00	\$240.00
711-11-162	Thermoplastic, Standard, White, Message, (Only and Stop)	15	EA	\$140.00	\$2,100.00
711-11-164	Thermoplastic, Standard, White, Message, (Merge)	10	EA	\$150.00	\$1,500.00
711-11-165	Thermoplastic, Standard, White, Message, (School)	45	EA	\$80.00	\$3,600.00
711-11-166	Symbol)	25	EA	\$100.00	\$2,500.00
711-11-167	Thermoplastic, Standard, White, Message, (Ped and Xing)	3	EA	\$10.00	\$30.00
711-11-168	Marking)	3	EA	\$10.00	\$30.00
711-11-169	Letters)	15	EA	\$60.00	\$900.00
711-11-460	Symbol),	55	EA	\$320.00	\$17,600.00
	Total				\$28,500.00

OTHER SURFACES					
Line Item	Description	Quantity	Measure	Unit Cost	Total
711-16-101	Thermoplastic, Standard-Other Surfaces, White, Solid, 6"	13	GM	\$4,000.00	\$52,000.00
711-16-131	Skip or 3-9 Lane Drop), 6"	8	GM	\$1,600.00	\$12,800.00
711-16-201	Thermoplastic, Standard-Other Surfaces, Yellow, Solid, 6"	14	GM	\$4,000.00	\$56,000.00
711-16-231	Thermoplastic, Standard-Other Surfaces, Yellow, Skip, 6"	2	GM	\$1,500.00	\$3,000.00
	Total				\$123,800.00

GROUP 2: Thermoplastic Preformed Pavement Markings ( Non-Skid)			AKCA LLC		
			Unit of		
Line Item	Description	Quantity	Measure	Unit Cost	Total
	Thermoplastic, Preformed, Non-Skid Premark Vizi-Grip				
	Surface (or				
	equal) 90 MIL (Bicycle with Rider & Helmet (L or R Facing),				
711-14-170	6'6" x 3'4"	25	EA	\$350.00	\$8,750.00
	Thermoplastic, Preformed, Non-Skid Premark Vizi-Grip				
	Surface (or				
711-14-170-1	equal) 90 MIL (Bike Lane Straight Arrow), 6'	38	EA	\$250.00	\$9,500.00
	Thermoplastic, Preformed, Non-Skid Premark Vizi-Grip				
	Surface (or				
711-14-170-2	equal) 90 MIL (Bike Lane Turn Arrow L/R), 5'6" x 4'2"	25	EA	\$40.00	\$1,000.00
	Total				\$19,250.00

GROUP 3: Painted Pavement Markings (Waterborne Paint with Glass Spheres)			AKCA LLC		
Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
710-11-101	Painted Pavement Markings, Standard, White, Solid, 6"	7500	LF	\$.75	\$5,625.00
	Painted Pavement Markings, Standard, White, Solid,				. ,
	(Interchange &				
710-11-102	Urban Island), 8"	700	LF	\$1.00	\$700.00
	Painted Pavement Markings, Standard, White, Solid,				
	(Crosswalk &				
710-11-123	Roundabout) 12"	100	LF	\$2.00	\$200.00
	Painted Pavement Markings, Standard, White, Solid,				
	(Diagonal or				
710-11-124	Chevron) 18"	800	LF	\$2.00	\$1,600.00
	Painted Pavement Markings, Standard, White, Solid, (Stop				
	Line or				
710-11-125	Crosswalk) 24"	100	LF	\$2.00	\$200.00
	Painted Pavement Markings, Standard, White, Skip, (10-30				,
710-11-131	or 3-9 Skip) 6"	2500	LF	\$.75	\$1,875.00
	Painted Pavement Markings, Standard, White, (2-4 Dotted		  -		4
710-11-141	Guideline/ 6- 10 Dotted Extension) 6"	5500	LF	\$2.25	\$12,375.00
	Painted Pavement Markings, Standard, White, Message				
710-11-160-1	(RXR)	2	EA	\$30.00	\$60.00
740 44 460 2	Painted Pavement Markings, Standard, White, Message	10		465.00	4650.00
710-11-160-2	(Only or Stop)	10	EA	\$65.00	\$650.00
710 11 100 2	Painted Pavement Markings, Standard, White, Message	10	<b>F</b> A	¢65.00	¢650.00
710-11-160-3	(Merge) Painted Pavement Markings, Standard, White, Message	10	EA	\$65.00	\$650.00
710-11-160-4	(School)	10	EA	\$65.00	\$650.00
710-11-160-4	Painted Pavement Markings, Standard, White, Message	10	EA	\$65.00	\$650.00
	(Undefined,				
710-11-160-5	≤ 6 Letters)	20	EA	\$100.00	\$2,000.00
710 11 100 5	Painted Pavement Markings, Standard, White, Symbol (Bike	20	LA	\$100.00	\$2,000.00
710-11-160-6	Man)	10	EA	\$75.00	\$750.00
710-11-201	Painted Pavement Markings, Standard, Yellow, Solid, 6"	7200		\$.75	
710-11-201	Painted Pavement Markings, Standard, Yellow, Solid,	7200	LF	Ş./S	\$5,400.00
	(Diagonal or				
710-11-224	Chevron) 18"	85	LF	\$2.00	\$170.00
	Painted Pavement Markings, Standard, Yellow, Skip, 6"	100			
710-11-231	Painted Pavement Markings, Standard, Yellow, (2-4 Dotted	100	LF	\$.75	\$75.00
	Guideline/				
710-11-241	6-10 Dotted Extension) 6"	100	IE	\$2.20	\$220.00
710-11-241	Painted Pavement Markings, Standard, White, Arrows (Left /		LI	72.20	\$220.00
710-11-171	Right Turn)		EA	\$60.00	\$1,200.00
	Painted Pavement Markings, Standard, White, Arrows	20	_, ,	700.00	71,200.00
710-11-172	(Straight)	20	EA	\$50.00	\$1,000.00
<b></b>	Painted Pavement Markings, Standard, White, Arrows			755.50	72,000.00
710-11-173	(Merge)	20	EA	\$20.00	\$400.00
	Painted Pavement Markings, Standard, White, Arrows (Bike			,	, , , , , , ,
710-11-174	Lane)	10	EA	\$40.00	\$400.00
	Total				\$36,200.00

GROUP 4: Permanent Tape Pavement Markings (High Performance) with SPA Adhesive			AKCA LLC		
Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
713-103-001	Permanent Tape, White or Yellow, 6" with 1½" Black Contrast Border for Concrete Bridges (includes SPA60 Adhesive) (Series 380I ES)	3000	LF	\$3.00	\$9,000.00
713-107	Removal & Surface Preparation	1500	SF	\$4.00	\$6,000.00
	Total				\$15,000.00

GROUP 5: Raised Retro-Reflective Pavement Markers (RPM's) Bituminous Adhesive				AKCA LLC		
Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	
706-3-1	Retro-Reflective Pavement Marker, Class B, 4" x 4" Nominal, 2- Color Bi-Directional w/Two Reflective Faces (Any Color Combo)	6500	EA	\$6.00	\$39,000.00	
706-3-2	Retro-Reflective Pavement Marker, Class B, 4" x 4" Nominal, 1- Color Bi-Directional (Any Color)	175	EA	\$6.00	\$1,050.00	
	Total				\$40,050.00	

GROUP 7: Unspecified				AKCA LLC		
	Unit of Unit of					
Line Item	Description	Quantity	Measure	Unit Cost	Total	
7	UNSPECIFIED FUNDS	1	LS	\$50,000.00	\$50,000.00	
	Total				\$50,000.00	