

CONTRACT FOR ROADWAY STRIPING AND PAVEMENT MARKING

THIS CONTRACT entered into this 11th day of April, 2011, by and between the **BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY, FLORIDA, a political subdivision of the State of Florida**, hereinafter referred to as "County", and **STRIPE THIS STRIPING COMPANY**, 710 Bowery Lane, Apr C23, Folkston, GA 31537, hereinafter referred to as "Vendor".

WHEREAS, the Board of County Commissioners of Nassau County, Florida received sealed bids for Roadway Striping and Pavement Marking, Bid No. NC10-041, on January 27, 2011 at 2:00 p.m.; and

WHEREAS, the Public Works Department determined that Stripe This Striping Company was the lowest, most responsive and responsible bidder for the bid items as set forth in Exhibit "A"; and

NOW, THEREFORE, in consideration of the terms and conditions herein set forth, the County and the Vendor agree as follows:

SECTION 1. Description of Services to be Provided

The County does hereby retain the Vendor to furnish materials or services as further described in the Scope of Services attached hereto as Exhibit "B" and made a part hereof. Required materials and service shall be specifically enumerated, described and depicted in the Purchase orders authorizing performance of the specific task. This Contract standing alone does not authorize the performance of any work or require the County to place any orders for work.

SECTION 2. Receiving/Payment/Invoicing

No payment will be made for materials ordered without proper purchase order authorization. The County shall pay the vendor within forty-five (45) calendar days of receipt of invoice, pursuant to and in accordance with the promulgations set forth by the State of Florida's Prompt Payment Act. (Florida Statutes Section 218.70). Payment shall not be made until materials, goods or services have been received, inspected and accepted by the County in the quality and quantity ordered. Payment will be accomplished by submission of an invoice, in duplicate, with the Purchase Order number referenced thereon and mailed to the address set forth in the Purchase Order. Payment in advance of receipt of goods or services by Nassau County cannot be made.

The invoice submitted shall be in sufficient detail as to item, quantity and price in order for the County to verify compliance with the awarded bid.

SECTION 3. Acceptance of Goods/Services

Receipt of goods/services shall not constitute acceptance. Final acceptance and authorization of payment shall be given only after a thorough inspection indicates that the product/performance meets bid specifications and conditions. Should the products/services differ in any respect from specifications, payment will be withheld until such time as the supplier takes necessary corrective action. If the proposed corrective action is not acceptable to the County, the County Manager's Office may authorize the recipient to refuse final acceptance of the goods/services. Should a representative of the County agree to accept the goods/services on condition that the Vendor will correct his performance within a stipulated time period, then payment will be withheld until the services are performed as specified.

SECTION 4. Inspection/Acceptance Title

Inspection and acceptance will be at destination unless otherwise stipulated. Title and risk of loss or damage to all items shall be the responsibility of the Vendor until accepted by the using department of Nassau County, unless loss or damage results from negligence by Nassau County or its using Department.

SECTION 5. Firm Prices

Prices for goods and services covered in the specifications shall be firm; net delivered to the ordering agency, **F.O.B. DESTINATION**, vendor paying all delivery costs and shall remain firm for the period of this Contract. No additional fees or charges shall be accepted.

SECTION 6. Fund Availability

This Contract is deemed effective only to the extent that appropriations are available. Pursuant to Florida Statutes all appropriations lapse at the end of the Fiscal Year. Multi-year awards shall be adequately funded but the County reserves the right not to appropriate for an ongoing procurement if it is deemed in its best interest.

SECTION 7. Permits/Licenses/Fees

Any permits, licenses or fees required for this service will be the responsibility of the Vendor unless otherwise stated.

SECTION 8. Taxes

The County is tax exempt. As such, the County will not pay any Federal Excise or State of Florida Sales Tax. The Vendor will refrain from including taxes in any billing.

SECTION 9. Laws Governing this Contract

This Contract shall be consistent with, and be governed by, the Ordinances of Nassau County, the whole law of the State of Florida, both procedural and substantive, and applicable federal statutes, rules and regulations. Any and all litigation arising under this Contract shall be brought in Nassau County, Florida.

SECTION 10. Changes

The County reserves the right to order, in writing, changes in the work within the scope of the contract, such as change in quantity or delivery schedule. The Vendor has the right to request an equitable price adjustment in cases where changes to the contract under the authority of this clause result in increased costs to the Vendor.

SECTION 11. Modifications

In addition to modifications made under the changes clause, this Contract may be modified within the scope of the contract upon the written and mutual consent of both parties, and approval by appropriate legal bodies in the County.

SECTION 12. Assignment & Subcontracting

The Vendor will not be permitted to assign its contract with the County, or to subcontract any of the work requirements to be performed without obtaining prior written approval by the County.

SECTION 13. Severability

If any section, subsection, sentence, clause, phrase, or portion of this Contract is, for any reason, held invalid, unconstitutional, or unenforceable by any Court of Competent Jurisdiction, such portion shall be deemed as a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

SECTION 14. Termination for Default

The performance of the Contract may be terminated by the County in accordance with this clause, in whole or in part, in writing, whenever the County shall determine that the Vendor has failed to meet performance requirement(s) of the Contract.

SECTION 15. Termination for Convenience

The County reserves the right to terminate the Contract in whole or part by giving the vendor written notice at least thirty (30) days prior to the effective date of the termination. Upon receipt of termination from the County, the Vendor shall only provide those services specifically approved or directed by the County. All other rights and duties of the parties under the Contract shall continue during

such notice period, and the County shall continue to be responsible to the vendor for the payment of any obligations to the extent such responsibility has not been excused by breach of default of the Vendor.

SECTION 16. Force Majeure

Neither party of this Contract shall be liable to the other for any cost or damages if the failure to perform the Contract arises out of causes beyond the control and without the fault or negligence of the parties. Such causes may include, but are not restricted to, acts of nature, fires, quarantine restriction, strikes and freight embargoes. In all cases, the failure to perform must be totally beyond the control and without any fault or negligence of the party.

SECTION 17. Access and Audits

The Vendor shall maintain adequate records to justify all charges, expenses, and costs incurred in performing the Work for at least three (3) years after completion of this Contract. The County and the Clerk of Courts shall have access to such books, records, and documents as required in this Section for the purpose of inspection or audit during normal business hours, at the County's or the clerk's cost, upon five (5) days' written notice.

SECTION 18. Vendor Responsibilities

The Vendor will provide the services agreed upon in a timely and professional manner in accordance with specifications.

SECTION 19. Public Emergencies

The Vendor shall agree before, during, and after a public emergency, disaster, hurricane, tornado, flood, or other acts of nature that the County shall require a "First Priority" for goods and services. It is vital and imperative that the majority of citizens are protected from any emergency situation that threatens public health and safety, as determined by the County. The Vendor agrees to rent/sell/lease all goods and services to the county or governmental entities on a "first priority" basis. The County expects to pay a fair and reasonable price for all products and services rendered or contracted in the event of a disaster, emergency, hurricane, tornado or other acts of nature.

SECTION 20. Period of Contract/Option to Extend or Renew

This Contract shall begin on the date of execution of this contract and continue for a period of two years. The performance period of this Contract may be extended upon mutual Contract between the vendor and the County with no change in terms or conditions. Any extension of performance period under this provision shall be in one (1) year increments. Total contract length and individual one (1) year extensions shall be in the County's best interest and sole discretion. Any Contract or amendment to the

Contract shall be subject to fund availability and mutual written agreement between the County and the Vendor.

SECTION 21. Exercise of Option

Exercise of option to extend term of contract: If the County wishes to enter into an option period, the County shall request from the Vendor their written statement of desire to enter into an extension of the performance period.

SECTION 22. Probationary Period

The first ninety (90) days of this Contract are to be considered a “probationary” period. At the County’s election, this Contract may be terminated, based on the performance of the Vendor, and a new award be granted without another formal bid.

SECTION 23. Escalation Clause

Ninety (90) days prior to the end of the contract term, the Vendor may request in writing an increase in an individual item unit cost. Consideration of price increases at each renewal period will be given provided such escalations are reasonable and acceptable to the County. It is also expected that de-escalation of prices will be extended to the County if market so reflects. The County will consider a price adjustment based on the latest Consumer Price Index and/or proof of a manufacturer’s price increase. Any and all proposed increases are subject to approval by the County.

SECTION 24. Supervision

The Vendor shall act as an independent contractor and not as an employee of the County. The County shall not exercise any supervision or control over the Vendor’s employees performing services under this Contract. Such employees shall be accountable not to the County, but solely to the Vendor, who in turn is responsible to the County.

SECTION 25. Indemnification and Insurance

The Vendor shall indemnify and hold harmless the County and its agents and employees from and against all claims, damages, losses and expenses, including attorney’s fees, arising out of or resulting from the performance of this contract, provided that any such claims, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to loss to or destruction of tangible property, including loss of use resulting therefrom; and is caused in whole or in part by any negligent or willful act or omission of the Vendor and/or Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

In any and all claims against the County or any of its agents or employees, by any employee of the Vendor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Vendor or any Subcontractor under Workers' Compensation acts, disability benefit acts, or other employee benefits act.

The vendor shall, on a primary basis, and at its sole expense, agree to maintain in full force and effect at all times during the life of this contract, insurance coverage's, limits, including endorsements, as described herein. The requirements contained herein, as well as the County's review or acceptance of insurance maintained by the Vendor is not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Vendor under the Contract.

Workers' Compensation: The Vendor shall agree to maintain Workers' Compensation Insurance and Employers Liability in accordance with Florida Statute Chapter 440. Coverage must include Employers Liability with a minimum limit of \$100,000 each.

Business Auto Policy: The Vendor shall agree to maintain Business Automobile Liability at a limit of liability not less than \$500,000 each occurrence for all owned, non-owned and hired automobiles. In the event the Vendor does not own any automobiles, the Business Auto Liability requirement shall be amended allowing the Vendor to agree to maintain only Hired and Non-Owned Auto Liability. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate business auto coverage form.

Commercial General Liability: Commercial General Liability for public liability during the lifetime of this Contract shall have minimum limits of \$1,000,000 per claim, \$2,000,000 per occurrence for Personal Injury, Bodily Injury, and Property Damage Liability. Coverage shall include Premises and/or Operations, Independent Contractors, Products and/or Complete Operations, Contractual Liability and Broad Form Property Damage Endorsements. Coverage shall not contain an exclusion or limitation endorsement for Contractual Liability or Cross Liability. Coverage for the hazards of explosion, collapse and underground property damage (XCU) must also be included when applicable to the work to be performed. All insurance policies shall be issued from a company or companies duly licensed by the State of Florida. All policies shall be on an occurrence-made basis; the County shall not accept claims-made policies. Specific endorsements will be requested depending upon the type and scope of work to be performed.

Additional Insured Requirements: Certificates showing proof of the above required insurance shall be provided to the County prior to start of this contract and shall be attached hereto as Exhibit "C". Except as to Workers' Compensation and Employers' Liability, said Certificate(s) shall clearly state that coverage required by the Contract has been endorsed to include Nassau County, a political subdivision of the State of Florida, its officers, agents and employees as Additional Insured with a CG 2026-Designated Person or Organization endorsement, or similar endorsement, to its Commercial General Liability. The name for the Additional Insured endorsement issued by the insurer shall read "Nassau County, a political subdivision of the State of Florida, its officers, employees and agents". The Certificate of Insurance shall unequivocally provide thirty (30) days written notice to the County prior to any adverse changes, cancellation, or non-renewal of coverage thereunder. Said liability insurance must be acceptable by and approved by the County as to form and types of coverage. In the event that the statutory liability of the County is amended during the term of this Contract to exceed the above limits, the contractor shall be required, upon thirty (30) days written notice by the County, to provide coverage at least equal to the amended statutory limit of liability of the County.

SECTION 26. Disputes

Any dispute arising under this Contract shall be addressed by the representatives of the County and the Vendor as set forth herein. Disputes shall be set forth in writing to the County Manager with a copy to the Department Head or Vendor, depending on which party initiates the dispute, and provided by overnight mail, UPS, FedEx, or certified mail. A response shall be provided in the same manner prior to the initial meeting with the County Manager, the Department Head (or their designee), and a representative of the Vendor. This initial meeting shall take place no more than thirty (30) days from the written notification of the dispute addressed to the County Manager.

If the dispute is not settled at the initial meeting, the County Manager shall immediately notify the County Attorney. The Department Head (or his/her designee), the County Attorney, the County Manager, and the Department Head (or their designee(s)) shall meet with the Vendor's representative(s) within thirty (30) days of the County Manager's notification to the County Attorney of the continued dispute.

If there is no satisfactory resolution, the claims, disputes, or other matters in question between the parties to this Agreement arising out of or relating to this Agreement or breach thereof, shall be submitted to mediation in accordance with mediation rules as established by the Florida Supreme Court. Mediators shall be chosen by the County and the cost of mediation shall be borne by the Vendor. If either party initiates a Court proceeding, and the Court orders, or the parties agree to, mediation, the cost of mediation

shall be borne by the Vendor. Vendor shall not stop work during the pendency of mediation or dispute resolution. No litigation shall be initiated unless and until the procedures set forth herein are followed.

SECTION 27. Entire Agreement

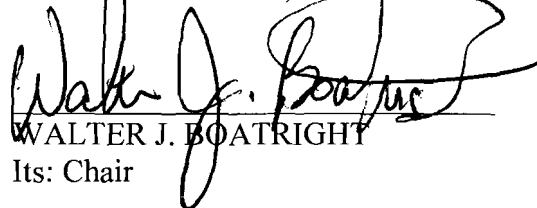
The written terms and provisions of this contract shall supersede all prior verbal statements of any official or other representative of the County. Such statements shall not be effective or be construed as entering into, or forming a part of, or altering in any manner whatsoever, this Contract or contract documents.

[SIGNATURES BEGIN ON NEXT PAGE]

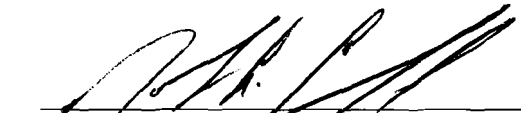
[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have executed this contract, in two (2) copies, each of which shall be deemed an original on this day and year first above written.

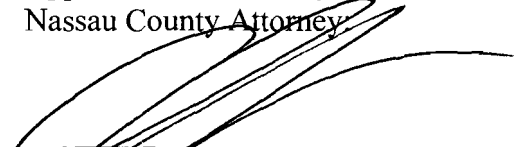
BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA


WALTER J. BOATRIGHT
Its: Chair

Attest as to authenticity of
the Chairman's signature:


JOHN A. CRAWFORD
Its: Ex-Officio Clerk

Approved as to form by the
Nassau County Attorney:


DAVID A. HALLMAN

STRIPE THIS STRIPING COMPANY

By: Glenda Weeks
Its: Owner

STATE OF Georgia

COUNTY OF Charlton

Before me personally appeared, Glenda weeks, who is personally known ___ or produced Drivers License as identification, known to be the person described in and who executed the foregoing instrument, and acknowledged to and before me that he/she executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal, this 11 day of April, 2011.

Darlene Williamson
Notary Signature

Notary-Public-State of Georgia at large

My Commission expires:

**Darlene Williamson
Notary Public
Charlton County, Georgia
My Commission Expires
April 2, 2013**

EXHIBIT "A"
 (Page 1 of 3)

ATTACHMENT "B"

BID PRICE SHEET (2 pages)
 ROADWAY STRIPING/PAVEMENT MARKING CONTRACT

BASE BID ITEMS

NUMBER	PAY ITEM NUMBER	ITEM DESCRIPTION	UNIT OF MEASURE	UNIT PRICE
1	706-3	Retro-Reflective Pavement Markers	EA	#6.00
2	710-11-111	Painted Pavement Markings; Standard, White, Solid 6"	LF	.28
3	710-11-111	Painted Pavement Markings; Standard, White, Solid 6"	NM	#1478.40
4	710-11-123	Painted Pavement Markings; Standard, White, Solid, 12"	LF	#1.00
5	710-11-125	Painted Pavement Markings; Standard, White, Solid, 24"	LF	#2.00
6	710-11-151	Painted Pavement Markings; Dotted Guideline, 6" Skip, 2-4 Gap	LF	.28
7	710-11-151	Painted Pavement Markings; Dotted Guideline, 6" Skip, 6-10 Gap	LF	.28
8	710-11-151	Painted Pavement Markings; Dotted Guideline, 6" Skip, 10-30 Gap	LF	.28
9	710-11-160	Painted Pavement Markings; Standard, White, Message; "ONLY"	EA	30.00
10	710-11-160	Painted Pavement Markings; Standard, White, Message; "STOP"	EA	30.00
11	710-11-160	Painted Pavement Markings; Standard, White, Message; "SCHOOL"	EA	30.00
12	710-11-160	Painted Pavement Markings; Standard, White, Message; "R/R"	EA	125.00
13	710-11-160	Painted Pavement Markings; Standard, White, Message; bike lane marking	EA	40.00
14	710-11-170	Painted Pavement Markings; Standard, White, Arrows, "SINGLE"	EA	35.00
15	710-11-170	Painted Pavement Markings; Standard, White, Arrows, "DOUBLE"	EA	70.00
16	710-11-211	Painted Pavement Markings; Standard, Yellow, Solid 6"	LF	.28
17	710-11-211	Painted Pavement Markings; Standard, Yellow, Solid 6"	NM	1478.40
18	710-11-223	Painted Pavement Markings; Standard, Yellow, Solid 12"	LF	1.00
19	710-11-224	Painted Pavement Markings; Standard, Yellow, Solid 18"	LF	1.25
20	710-11-225	Painted Pavement Markings; Standard, Yellow, Solid 24"	LF	2.00
21	710-11-231	Painted Pavement Markings; Standard, Yellow, Skip 6"; 10-30 Gap	LF	.28
22	710-11-231	Painted Pavement Markings; Standard, Yellow, Skip 6"; 10-30 Gap	GM	369.00
23	711-11-111	Thermoplastic, Standard, White, Solid, 6"	LF	1.00
24	711-11-111	Thermoplastic, Standard, White, Solid, 6"	NM	5.280
25	711-11-123	Thermoplastic, Standard, White, Solid, 12"	LF	2.00
26	711-11-125	Thermoplastic, Standard, White, Solid, 24"	LF	4.00
27	711-11-151	Thermoplastic; Dotted Guideline, White 6" Skip; 2-4 Gap	LF	1.00
28	711-11-151	Thermoplastic; Dotted Guideline, White 6" Skip; 6-10 Gap	LF	1.00
29	711-11-151	Thermoplastic; Dotted Guideline, White 6" Skip; 10-30 Gap	LF	1.00
30	711-11-160	Thermoplastic, Standard, White, Message; "ONLY"	EA	45.00
31	711-11-160	Thermoplastic, Standard, White, Message; "STOP"	EA	45.00
32	711-11-160	Thermoplastic, Standard, White, Message; "SCHOOL"	EA	175.00
33	711-11-160	Thermoplastic, Standard, White, Message; "R/R"	EA	350.00
34	711-11-160	Thermoplastic, Standard, White, Message; bike lane marking	EA	100.00
35	711-11-170	Thermoplastic, Standard, White, Arrow; "SINGLE"	EA	65.00
36	711-11-170	Thermoplastic, Standard, White, Arrow; "DOUBLE"	EA	130.00
37	711-11-211	Thermoplastic, Standard, Yellow, Solid, 6"	LF	1.00
38	711-11-211	Thermoplastic, Standard, Yellow, Solid, 6"	NM	5.280
39	711-11-223	Thermoplastic, Standard, Yellow, Solid, 12"	LF	2.00
40	711-11-224	Thermoplastic, Standard, Yellow, Solid, 18"	LF	3.00
41	711-11-225	Thermoplastic, Standard, Yellow, Solid, 24"	LF	4.00
42	711-11-231	Thermoplastic, Standard, Yellow, Skip, 6"; 10-30 Gap	LF	1.00
43	711-11-231	Thermoplastic, Standard, Yellow, Skip, 6"; 10-30 Gap	GM	1,320.00

ALTERNATE BID ITEMS

NUMBER	PAY ITEM NUMBER	ITEM DESCRIPTION	UNIT OF MEASURE	UNIT PRICE
1	710-11-180	Painted Pavement Markings; Standard, White, Yield Line 18"	SF	1.25
2	710-11-180	Painted Pavement Markings; Standard, White, Yield Line 27"	SF	2.10
3	710-11-290	Painted Pavement Markings; Standard, Yellow, Island Nose	SF	1.00
4	711-11-180	Thermoplastic, Pavement Markings, White Yield Line 18"	SF	3.00
5	711-11-180	Thermoplastic, Pavement Markings, White Yield Line 27"	SF	4.25
6	711-12-111	Thermoplastic, Refurbishment, White, Solid, 6"	NM	5.280
7	711-12-121	Thermoplastic, Refurbishment, White, Solid, 6"	LF	1.00
8	711-12-123	Thermoplastic, Refurbishment, White, Solid, 12"	LF	2.00
9	711-12-125	Thermoplastic, Refurbishment, White, Solid, 24"	LF	4.00
10	711-12-160	Thermoplastic, Refurbishment, White, Message; "ONLY"	EA	45.00
11	711-12-160	Thermoplastic, Refurbishment, White, Message; "STOP"	EA	45.00
12	711-12-160	Thermoplastic, Refurbishment, White, Message; "SCHOOL"	EA	175.00
13	711-12-160	Thermoplastic, Refurbishment, White, Message; "R/R"	EA	350.00
14	711-12-160	Thermoplastic, Refurbishment, White, Message; bike lane marking	EA	100.00
15	711-12-170	Thermoplastic, Refurbishment, White, Arrows; "SINGLE"	EA	65.00
16	711-12-170	Thermoplastic, Refurbishment, White, Arrows; "DOUBLE"	EA	130.00
17	711-12-211	Thermoplastic, Refurbishment, Yellow, Solid, 6"	NM	5.280.00
18	711-12-221	Thermoplastic, Refurbishment, Yellow, Solid, 6"	LF	1.00
19	711-12-231	Thermoplastic, Refurbishment, Yellow, Skip, 6"	GM	1,320.00
20	711-12-241	Thermoplastic, Refurbishment, Yellow, Skip, 6"	LF	1.00

Stripe This Striping Co.
Company Name

710 Bowery Lane Apt. C-23
Address

Folkston, Ga. 31537
City State Zip

Glenda Weeks/Robert Lee
Submitted By:

912-496-3762
Telephone Number

** FAILURE TO SUBMIT THIS FORM ALONG WITH BID PACKAGE MAY RESULT IN DISQUALIFICATION.

Please add mobilization fee of \$450.00

Contract Number CM1727
Bid Number NC10-041

EXHIBIT "A"
(Page 3 of 3)

Stripe This Striping Co.
710 Bowery Lane Apt. C-23
Folkston, Ga. 31537

To/Nassau County Board of County Commissioners
of Nassau County, Florida

In reference to bid sent in on 1-18-2011.
Please remove all mobilization fees from
the bid.

Thank You
Glenda Weeks
Owner



EXHIBIT "B"

TECHNICAL SPECIFICATIONS/SCOPE OF WORK

1. The managing authority for this project shall be the Public Works Director, J. Scott Herring, P.E. or his authorized designee.
2. The contract for Striping / Pavement Markings will be for various road construction, overlays, and rehabilitative projects. The work will include, but not be limited to, temporary striping of newly constructed or overlaid roads, permanent painted striping of newly constructed or overlaid roads, thermoplastic striping of newly constructed or overlaid roads, refurbishment of existing thermoplastic traffic markings and striping, replacement of painted and thermoplastic traffic markings and striping, and placement or replacement of retro-reflective pavement markers.
3. Contractor must demonstrate expertise in the following areas:
Ensure striping/pavement markings are installed in accordance with Nassau County Codes, FDOT standards, plans and specifications.
Timely and accurate reporting of invoicing
4. Contractor must be able to coordinate with Nassau County's designee to provide temporary striping in conjunction with newly constructed or overlaid roads. Contractor must also have the ability to mobilize within a timely manner upon receipt of work request from Nassau County.
5. Duration of Bid: (2) years; with an optional one-year extension.
6. The payment due date for a local governmental entity for the purchase of goods or services other than construction services is 45 days per Florida Statutes Section 218.74.
7. All charges must be indicated on the Bid Form. If not, Nassau County will have the authority to reject those charges.
8. Complete description and specifications of product must accompany each and every bid.
9. **WORKING HOURS**

Work under this contract shall not be prosecuted on County, State and/or national holidays or during the Fernandina Beach Shrimp Festival, except in time of emergency, and then only under written permission from the County who shall be the sole judge as to the urgency of that situation. Working hours will be from 8:30 AM to 5:00 PM Monday thru Friday unless written permission from the County is granted for alternate days and hours.

10. MEASUREMENT AND PAYMENT

PART 1 GENERAL

Work under this Contract shall be paid as designated below under the appropriate items associated with the Bid Schedule. Payment shall be in accordance with the Unit Price bid by the Contractor in his proposal.

Contractual costs for work not specifically mentioned under a payment item and which are incidental to the overall conduct of the work shall be included in the individual items at the Contractor's option. No additional charges shall be made to the County for items not specifically mentioned under individual payment items. Examples of these types of costs include, but are not limited to, the following: bonds, insurance, permits, licenses, traffic control, dust control, clean-up, temporary access, temporary facilities, soil erosion control, temporary drainage, temporary offices, restoration of disturbed areas, temporary utilities, test pits locating existing utilities, temporary water and sewer, surveying, layout, mobilization and other items similar to above.

No payment request will be processed until quantities and installation acceptance is verified by a representative of Nassau County.

PART 2 BID SCHEDULE ITEMS

Items 1-7 & 15-18 on Bid Form: Painted Pavement Markings

- A. Measurement and Payment for Painted pavement markings and striping shall be in accordance with the standards of the Florida Department of Transportation Standard Specifications for Roads and Bridges, 2010 Edition, Section 710.
- B. Payment will be made under item 710- Painted Pavement Markings as follows:
- (1) Item 710-11-111 Solid Traffic Stripe, 6" White on a linear foot basis.
 - (2) Item 710-11-111 Solid Traffic Stripe, 6" White on a net mile basis.
 - (3) Item 710-11-123 Solid Traffic Stripe, 12" White on a linear foot basis.
 - (4) Item 710-11-125 Solid Traffic Stripe, 24" White on a linear foot basis.
 - (5) Item 710-11-151 Skip Dotted Guideline, 6" White 2-4 Gap on linear foot basis.
 - (6) Item 710-11-151 Skip Dotted Guideline, 6" White 6-10 Gap on linear foot basis.
 - (7) Item 710-11-151 Skip Dotted Guideline, 6" White 10-30 Gap on linear foot basis.
 - (8) Item 710-11-160 Painted Marking, Standard, White Message, "ONLY" per each basis.
 - (9) Item 710-11-160 Painted Marking, Standard, White Message, "STOP" per each basis.
 - (10) Item 710-11-160 Painted Marking, Standard, White Message, "SCHOOL" per each basis.
 - (11) Item 710-11-160 Painted Marking, Standard, White Message, "R/R" per each basis.

- (12) Item 710-11-160 Painted Marking, Standard, White Message, bike lane marking per each basis.
- (13) Item 710-11-170 Painted Marking, Standard, White Arrow, "SINGLE", per each basis.
- (14) Item 710-11-170 Painted Marking, Standard, White Arrow, "DOUBLE", per each basis.
- (15) Item 710-11-180 Painted Marking, Standard, White Yield Lines 18" on a square foot basis.
- (16) Item 710-11-180 Painted Marking, Standard, White Yield Lines 27" on a square foot basis.
- (17) Item 710-11-211 Solid Traffic Stripe, 6" Yellow on a linear foot basis.
- (18) Item 710-11-211 Solid Traffic Stripe, 6" Yellow on a net mile basis.
- (19) Item 710-11-223 Solid Traffic Stripe, 12" Yellow on a linear foot basis.
- (20) Item 710-11-224 Solid Traffic Stripe, 18" Yellow on a linear foot basis.
- (21) Item 710-11-225 Solid Traffic Stripe, 24" Yellow on a linear foot basis.
- (22) Item 710-11-231 Skip Traffic Stripe, 6" Yellow, 10-30 Gap on a linear foot basis.
- (23) Item 710-11-231 Skip Traffic Stripe, 6" Yellow, 10-30 Gap on a gross mile basis.
- (24) Item 710-11-290 Painted Markings, Yellow, Island Nose on square foot basis.

Items 8-13 & 19-31 on Bid Form: Thermoplastic Pavement Markings

A. Measurement and Payment for Thermoplastic pavement markings and striping to be installed according to standards of the Florida Department of Transportation Standard Specifications for Roads and Bridges, 2010 Edition, Section 711.

B. Payment will be made under item 711-Thermoplastic Pavement Markings as follows:

- (1) Item 711-11-111 Solid Traffic Stripe, 6" White (Thermoplastic), on a linear foot basis.
- (2) Item 711-11-111 Solid Traffic Stripe, 6" White (Thermoplastic), on a net mile basis.
- (3) Item 711-11-123 Solid Traffic Stripe, 12" White (Thermoplastic), on a linear foot basis.
- (4) Item 711-11-125 Solid Traffic Stripe, 24" White (Thermoplastic), on a linear foot basis.
- (5) Item 711-11-151 Skip Dotted Guideline, 6", White 2-4 Gap (Thermoplastic) on linear foot basis.
- (6) Item 711-11-151 Skip Dotted Guideline, 6", White 6-10 Gap (Thermoplastic) on linear foot basis.
- (7) Item 711-11-151 Skip Dotted Guideline, 6", White 10-30 Gap (Thermoplastic) on linear foot basis.
- (8) Item 711-11-160 Message, "ONLY", White (Thermoplastic) on per each basis.
- (9) Item 711-11-160 Message, "STOP", White (Thermoplastic) on per each basis.
- (10) Item 711-11-160 Message, "SCHOOL", White (Thermoplastic) on per each basis.
- (11) Item 711-11-160 Message, "R/R", White (Thermoplastic) on per each basis.

- (12) Item 711-11-160 Message, bike lane marking, White (Thermoplastic) on a per each basis.
- (13) Item 711-11-170 Arrow, "SINGLE", White (Thermoplastic) on per each basis.
- (14) Item 711-11-170 Arrow, "DOUBLE", White (Thermoplastic) on per each basis.
- (15) Item 711-11-180 Pavement Markings, White Yield Lines 18" (Thermoplastic) on a square foot basis.
- (16) Item 711-11-180 Pavement Markings, White Yield Lines 18" (Thermoplastic) on a square foot basis.
- (17) Item 711-11-211 Solid Traffic Stripe, 6" Yellow (Thermoplastic), on a linear foot basis.
- (18) Item 711-11-211 Solid Traffic Stripe, 6" Yellow (Thermoplastic), on a net mile basis.
- (19) Item 711-11-223 Solid Traffic Stripe, 12" Yellow (Thermoplastic), on a linear foot basis.
- (20) Item 711-11-224 Solid Traffic Stripe, 18" Yellow (Thermoplastic), on a linear foot basis.
- (21) Item 711-11-225 Solid Traffic Stripe, 24" Yellow (Thermoplastic), on a linear foot basis.
- (22) Item 711-11-231 Skip Traffic Stripe, 6" Yellow 10-30 Gap (Thermoplastic), on a linear foot basis.
- (23) Item 711-11-231 Skip Traffic Stripe, 6" Yellow 10-30 Gap (Thermoplastic), on a gross mile basis.
- (24) Item 711-12-111 Refurbishment Solid Traffic Stripe, 6" White (Thermoplastic) on a linear foot basis.
- (25) Item 711-12-121 Refurbishment Solid Traffic Stripe, 6" White (Thermoplastic) on a net mile basis.
- (26) Item 711-12-123 Refurbishment Solid Traffic Stripe, 12" White (Thermoplastic) on a linear foot basis.
- (27) Item 711-12-125 Refurbishment Solid Traffic Stripe, 24" White (Thermoplastic) on a linear foot basis.
- (28) Item 711-12-160 Refurbishment Message, "ONLY" White (Thermoplastic) on a per each basis.
- (29) Item 711-12-160 Refurbishment Message, "STOP" White (Thermoplastic) on a per each basis.
- (30) Item 711-12-160 Refurbishment Message, "SCHOOL" White (Thermoplastic) on a per each basis.
- (31) Item 711-12-160 Refurbishment Message, "R/R" White (Thermoplastic) on a per each basis.
- (32) Item 711-12-160 Refurbishment Message, bike lane marking White (Thermoplastic) on a per each basis.
- (33) Item 711-12-170 Refurbishment Arrows, "SINGLE" White (Thermoplastic) on a per each basis.
- (34) Item 711-12-170 Refurbishment Arrows, "DOUBLE" White (Thermoplastic) on a per each basis.
- (35) Item 711-12-221 Refurbishment Solid Traffic Stripe, 6" Yellow (Thermoplastic) on a linear foot basis.

- (36) Item 711-12-211 Refurbishment Solid Traffic Stripe, 6" Yellow (Thermoplastic) on a net mile basis.
- (37) Item 711-12-231 Refurbishment Skip Traffic Stripe, 6" Yellow (Thermoplastic) on a gross mile basis.
- (38) Item 711-12-241 Refurbishment Skip Traffic Stripe, 6" Yellow (Thermoplastic) on a linear foot basis.

Item 14 on Bid Form: Retro-Reflective Pavement Markers

- A. Measurement and Payment for Raised Retro-reflective Pavement Marker installed according to standards of the Florida Department of Transportation Standard Specifications for Roads and Bridges, 2010 Edition Section 706.
- B. Payment will be made under Item 706-3, Raised Retro-Reflective Pavement Markers

- 11. Bid prices shall be based on items and their unit of measurement supplied on Bid Proposal Form.
- 12. Bid prices to include cost incurred for mobilization, maintenance of traffic, and any other cost the contractor may have while performing the work.
- 13. Bid prices provided on the Bid Proposal Form, must remain in effect for the entire duration of the contract.
- 14. The County reserves the right to reject any and all Bids, including without limitation, nonconforming, nonresponsive, unbalanced or conditional bids. The County further reserves the right to reject the Bid of any Bidder whom it finds, after reasonable inquiry and evaluation, to be non-responsible. The County may also reject the Bid of any Bidder if the County believes that it would not be in the best interest of the Project to make an award to that Bidder. The County also reserves the right to waive all informalities not involving price, time, or changes in the Work and to negotiate contract terms with the Successful Bidder.
- 15. Bidders are required to fill out the attached bid sheet and return with bid package.
- 16. Contract to be awarded based on the average cost of the Base Bid items listed in ATTACHMENT "B".