Grants & Contracts - Transmittal Memo

DATE:

July 11, 2018

FROM:

Purchasing Division, Contracts

TO:

Brian Singleton

CONTRACT #:

10955

VENDOR:

P&P Striping LLC

DESCRIPTION:

10955 Agreement for Annual Pavement Marking Services

APPROVED BY:

Board of County Commissioners

APPROVAL DATE:

7/10/2018

RECEIVED ON:

July 11, 2018

TERM START:

7/10/2018

TERM END:

9/30/2019

AMOUNT:

\$750,000.00

RFP/BID #:

18-6

POR#

(ENCUMBERANCE):

ACTIONS REQUIRED:

Please forward a copy to the vendor & retain a copy for your files.

Prepared: March 2017 Revised: April 2018

AGREEMENT FOR ANNUAL PAVEMENT MARKING SERVICES BETWEEN ALACHUA COIUNTY AND P&P STRIPING LLC.

This Agreement is entered into this 10 day of July, 2018 between Alachua County, a charter county and political subdivision of Florida, by and through its Board of County Commissioners, hereinafter referred to as "County" and P&P Striping LLC, doing business at 1741 S Highway 17 Pomona Park, FL 32181 hereinafter referred to as "Contractor" (Collectively, the Contractor and the County are hereinafter referred to as "Parties").

WITNESSETH

WHEREAS, the County issued Bid #18-6 seeking Firm Fixed Bids from interested Contractors for the provision of Annual Pavement Marking Services; and

WHEREAS, after evaluating and considering all timely responses to Bid 18-6, the County identified the Contractor as one of the top ranked firms; and

WHEREAS, the County desires to employ the Contractor to provide the services described in RFP #18-6 and the Contractor desires to provide such services to the County in accordance with the terms and conditions set forth herein, and

WHEREAS, the Contractor is qualified to provide these services.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the Parties, the Parties hereto do mutually agree as follows:

1. <u>Term</u>. This Agreement shall commence and become effective on the date that it is fully executed by both Parties (the "Effective Date") and shall continue through September 30, 2019, unless earlier terminated as provided herein. The County has the option of extending the Term of this Agreement for two (2) additional one (1) year periods at the same terms and conditions outlined herein.

The County's performance and obligation to pay under this Agreement is contingent upon a specific annual appropriation by the Board of County Commissioners. The Parties hereto understand that this Agreement is not a commitment of future appropriations.

- **2.** Representations and Warranties. By executing this Agreement, the Contractor makes the following express representations and warranties:
 - 2.1. The Contractor is a professional qualified to perform the Work described in this Agreement.
 - 2.2. The Contractor warrants all the Work performed by the Contractor is adequate and

Page 1 of 30

sufficient to meet the requirements and accomplish the purposes of the agreement.

- 2.3. The Contractor acknowledges and agrees that the County's review of the Work performed by the Contractor in no way diminishes the Contractor's warranty pertaining to the Work performed.
- 3. <u>Duties of the Contractor</u>. The Contractor shall have and perform the following duties, obligations, and responsibilities to the County as provided in **Exhibit "A,"** (hereinafter, the "Work")
- 4. <u>Duties of the County</u>. The County shall have and perform the duties, obligations, and responsibilities to the Contractor as provided in **Exhibit "B"**
- 5. Authorization for Work. Authorization for performance of Work by the Contractor under this Agreement shall be in the form of written Work Orders issued and executed by the County and signed by the Contractor. A form Work Order is attached hereto as Exhibit B-1. Each Work Order shall describe the scope of the Work required, state the dates for commencement and completion of the Work, and establish the total amount that the County shall pay the Contractor to fully perform and complete the Work described in the Work Order, and method of payment. The total amount that the County shall pay the Contractor under each Work Order shall be based on, and shall not exceed, the prices bid by the Contractor in response to Bid #18-6. The Work Orders will be issued under and shall incorporate the terms of this Agreement. The County makes no covenant or promise as to the number of available projects, or that the Contractor will perform any project for the County during the Term of this Agreement. The Parties agree that the County has and reserves the right to contract with other parties for the Work contemplated by this Agreement when it is determined by the County to be in its best interest to do so.
 - 5.1 The Public Works Director, County Engineer, or specified designee is authorized to initiate and sign Work Orders and amendments and modifications to Work Orders ("Change Orders") on behalf of the County provided that the compensation to be paid to the Contractor for all Work Orders and Change Orders issued by the County shall not exceed the Annual Contract Price set forth in Paragraph 6 of this Agreement. It shall be the Contractor's duty and responsibility to tract the total, cumulative dollar amount of all Work Orders and Change Orders each fiscal year. In the event that the County issues Work Orders or Change Orders that collectively, or individually, exceed the Annual Contract Price set forth in Paragraph 6, said Work Orders or Change Orders last issued that would cause the Annual Contract Price to be exceeded shall automatically be deemed invalid, and the Contractor shall immediately notify the County and shall not commence said Work without further authorization from the Board of County Commissioners.
 - 5.2 Change Orders to existing Work Orders will be authorized by a Work Order Change Order (Exhibit B-2).
- **6.** <u>Method of Payment</u>. <u>Method of Payment</u>. For all Work actually, timely and faithfully performed, the Contractor will be paid as follows:
- 6.1. The Contractor shall be paid a sum not to exceed \$750,000.00 per fiscal year ("Annual Page 2 of 30

Contract Price"), in accordance with the fee schedule contained in Exhibit "A."

As a condition precedent for any payment, the Contractor shall submit monthly, an invoice to the County requesting payment for Work properly rendered and expenses due. The Contractor's invoice shall describe with reasonable particularity the Work performed, the date thereof, the time expended if such Work was rendered pursuant to a fee and the person(s) rendering such Work. The Contractor's invoice shall be accompanied by such documentation or data in support of expenses for which payment is sought as the County may require. Each invoice shall constitute the Contractor's representation to the County that the Work indicated in the invoice has reached the level stated, have been properly and timely performed as required herein, that the expenses included in the invoice have been reasonably incurred in accordance with this Agreement, that all Work provided have served a public purpose, that all obligations of the Contractor covered by prior invoices have been paid in full, and that the amount requested is currently due and owing, there being no reason known to the Contractor that payment of any portion thereof should be withheld. Submission of the Contractor's invoice for final payment shall further constitute the Contractor's representation to the County that, upon receipt by the Contractor of the amount invoiced, all obligations of the Contractor to others, including its consultants, incurred in connection with the Project, will be paid in full. The Contractor shall submit invoices to the County at the following address:

Alachua County Public Works

ATTN: Construction Inspections Superintendent 5620 NW 120th Lane Gainesville, FL 32653

6.3. Payments for all sums properly invoiced shall be made in accordance with the provisions of Chapter 218, Part VII Florida Statutes ("Local Government Prompt Payment Act") to:

P&P Striping, LLC 1741 S Highway 17 Pomona Park, FL 32181

6.4 No Additional reimbursable expenses will be paid under this Agreement.

7. Alachua County Minimum Wage:

- 7.1. Work through this Agreement are considered covered services under Chapter 22, Article III, of the Alachua County Code of Ordinances ("Wage Ordinance"), which establishes a government minimum wage for certain contractors and subcontractors providing selected services to Alachua County government. "Covered Employees," as defined in Sec. 22.45 of the Wage Ordinance, are those employees directly involved in providing covered services pursuant to this Agreement.
- 7.2. Current required Alachua County Government Minimum Wage is \$13.00 per hour when health benefits are provided at the equivalent value of \$2.04 per hour and \$15.04 when health benefits

are not provided (collectively, the "Minimum Wage").

- 7.3. The County may amend the applicable Minimum Wage on or before October 1st of each year.
- 7.4. The Contractor shall provide certification, the form of which is attached hereto as **Exhibit E**, to the County that it pays each of its employees the Alachua County Government Minimum Wage, as may be amended by the County on or before October 1st of each year, as well as ensuring that it will require the same of its subcontractors throughout the duration of this Agreement.
- 7.5. The Contractor shall prominently display a copy of the Wage Ordinance where it is easily seen by covered employees and supply to covered employees upon request. Additionally, the Contractor is responsible to make any person submitting a bid for a subcontract for covered services aware of the requirements
- 7.6. Failure to comply with the provisions of the Wage Ordinance will be deemed a breach of contract and authorize the County to withhold payment of funds in accordance with Chapter 218, Florida Statutes
- 7.7. The Contractor will include the necessary provisions in subcontracts to ensure compliance. However, the County shall not be deemed a necessary, or indispensable, party in any litigation between the contractor and subcontractor
- 8. <u>Notice:</u> Except as otherwise provided in this Agreement any notice from either party to the other party must be in writing and sent by certified mail, return receipt requested, or by personal delivery with receipt or via electronic mail. All notices shall be deemed delivered two (2) business days after mailing, unless deliver is by personal delivery in which case delivery shall be deemed to occur upon actual receipt by the other party. For purposes of all notices, Contractor's and County representative are:

County:

Contracts and Design Manager Alachua County Public Works 5620 NW 120TH Lane Gainesville, FL 32653 acpublicworks@alachuacounty.us

Contractor:

P&P Striping LLC 1741 S Highway 17 Pomona Park, FL 32181 Jeovanny Palencia pnpstriping@gmail.com

A copy of any notice, request or approval to the County must also be sent to:

Jesse K. Irby II
Clerk of the Court
12 SE 1st Street and
Gainesville, FL 32602
ATTN: Finance and Accounting

Procurement Division 12 SE 1st Street Gainesville, Florida 32601 Attn: Contracts/Grants

9. Performance and Payment Bonds

- 9.1. Within ten (10) business days after signature of a Work Order in excess of \$100,000 issued under this Agreement by the Parties, Contractor shall provide Owner with Performance and Payment Bonds, in the form prescribed in **Exhibit** "C", in the amount of 110% of the total sum of the Work Order, the costs of which are to be paid by the County in accordance with **Exhibit** "A".
- 9.2. If the surety for any bond furnished by the Contractor is declared bankrupt, becomes insolvent, its right to do business is terminated in the State of Florida, or it ceases to meet the requirements imposed by the Contract Documents, the Contractor shall, within five (5) calendar days thereafter, substitute another bond and surety, both of which shall be subject to the minimum requirements noted above and County's approval.
- 9.3. In accordance with the requirements of §255.05(1)(a), Florida Statutes, the Contractor shall record a copy of the Performance and Payment Bonds in the Public Records of Alachua County, Florida, prior to performing any Work under this Agreement. The Contractor shall deliver a certified copy of the recorded Performance and Payment Bonds to the County at least five (5) days prior to performing any Work under this Agreement. The Contractor shall not perform any Work under this Agreement prior to recording said bonds. The timely delivery of the certified copy of the recorded Performance and Payment Bonds is a condition precedent to County's obligation to make any payments to the Contractor hereunder.

10. Default and Termination.

- 10.1. The failure of the Contractor to comply with any provision of this Agreement, at the sole opinion of the County, will place the Contractor in default. Prior to terminating the Agreement, the County will notify the Contractor in writing in accordance with Paragraph 8. This notification will make specific reference to the provision which gave rise to the default. The County will give the Contractor forty-eight (48) hours to cure the default for the first two defaults within a twelve (12) month period; a third default within a twelve (12) period will constitute grounds for the County to terminate the Agreement immediately and without affording the Contractor with an opportunity to cure the default. In such instance of a third default within any twelve (12) month period, this Agreement may be terminated, at the County's sole option, upon delivery of Notice of Third Default and Termination to the Contractor. The Public Works Contracts & Design Manager is authorized to provide written notice of default on behalf of the County, but only the Public Works Director is authorized to provide notice of termination on behalf of the County to the Contractor.
- 10.2. The County may also terminate the Agreement without cause by providing written notice to the Contractor (hereinafter, "Termination for Convenience"). The County Manager is authorized to provide written notice of Termination for Convenience on behalf of the County. Upon such Page 5 of 30

notice, Contractor will immediately discontinue all Work affected (unless the notice directs otherwise) and deliver to the County all data, drawings, specifications, reports, estimate, summaries, and such other information and materials as may have been accumulated by the Contractor in performing this Agreement, whether completed or in process. In the event of such Termination for Convenience, Contractor's recovery against County shall be limited to that portion of the Agreement Annual Contract Price earned through the date of termination, but Contractor shall not be entitled to any other or further recovery against County, including, but not limited to, damages, consequential or special damages, or any anticipated fees or profit on portions of the Work not performed.

10.3. If funds to finance this Agreement become unavailable, the County may terminate the Agreement with no less than twenty-four hours notice in writing to the Contractor. The County will be the final authority as to the availability of funds. The County will pay the Contractor for all work completed prior to any notice of termination.

11. Project Records.

11.1 General Provisions:

- 11.1.1 Any document submitted to the County may be a public record and is open for inspection or copying by any person or entity. "Public records" are defined as all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business by any agency per Section 119.011(11), Florida Statutes. Any document is subject to inspection and copying unless exempted under Chapter 119, Florida Statutes, or as otherwise provided by law.
- 11.1.2 In accordance with Section 119.0701, Florida Statutes, the Contractor, when acting on behalf of the County, as provided under 119.011(2), Florida Statutes, shall keep and maintain public records as required by law and retain them as provided by the General Record Schedule established by the Department of State. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time unless exempted under Chapter 119, Florida Statutes, or as otherwise provided by law. Additionally, the Contractor shall provide the public records at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- 11.1.3 Contractor shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement and following completion of this Agreement if the Contractor does not transfer the records to the County.

11.2 Confidential Information:

11.2.1 During the term of this Agreement or license, the Contractor may claim that some or all of Contractor's information, including, but not limited to, software documentation, manuals, written

methodologies and processes, pricing, discounts, or other considerations (hereafter collectively referred to as "Confidential Information"), is, or has been treated as confidential and proprietary by Contractor in accordance with Section 812.081, Florida Statutes, or other law, and is exempt from disclosure under the Public Record Act. Contractor shall clearly identify and mark Confidential Information as "Confidential Information" or "CI" and the County shall use its best efforts to maintain the confidentiality of the information properly identified by the Contractor as "Confidential Information" or "CI."

11.2.1 The County shall promptly notify the Contractor in writing of any request received by the County for disclosure of Contractor's Confidential Information and the Contractor may assert any exemption from disclosure available under applicable law or seek a protective order against disclosure from a court of competent jurisdiction. Contractor shall protect, defend, indemnify, and hold the County, its officers, employees and agents free and harmless from and against any claims or judgments arising out of a request for disclosure of Confidential Information. Contractor shall investigate, handle, respond to, and defend, using counsel chosen by the County, at Contractor's sole cost and expense, any such claim, even if any such claim is groundless, false, or fraudulent. Contractor shall pay for all costs and expenses related to such claim, including, but not limited to, payment of attorney fees, court costs, and expert witness fees and expenses. Upon completion of this Agreement or license, the provisions of this paragraph shall continue to survive. Contractor releases County from claims or damages related to disclosure by County.

11.3 Project Completion: Upon completion of, or in the event this Agreement is terminated, the Contractor, when acting on behalf of the County as provided under 119.011(2), Florida Statutes, shall transfer, at no cost, to the County all public records in possession of the Contractor or keep and maintain public records required by the County to perform the service. If the Contractor transfers all public records to the County upon completion or termination of the agreement, it must destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon the completion or termination of the agreement all applicable, requirements for retaining public records shall be met. All records stored electronically shall be provided to the County, upon request from the Counties custodian of public records, in a format that is compatible with the information technology systems of the County.

11.4 Compliance

11.4.1 A Contractor who fails to provide the public records to the County within a reasonable time may be subject to penalties under s. 119.10 Florida Statutes

IF THE CONTRACTOR HAS QUESTIONS REGUARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE ALACHUA COUNTY REPRESENTATIV EAT E-MAIL AT bsingleton@AlachuaCounty.US, PHONE AT (352) 374-5245, OR US MAIL AT 5620 NW 120TH LANE, GAINESVILLE, FL 32653

- 12 <u>Insurance</u>. Prior to commencing any Work under this Agreement, the Contractor shall furnish the County with a Certificate of Insurance to demonstrate, it meets all the Insurance Requirements set forth in Exhibit "D".
- 13 <u>Permits</u>. The Contractor will obtain and pay for all necessary permits, permit application fees, licenses, or any fees required.
- 14 <u>Laws & Regulations</u>. The Contractor will comply with all laws, ordinances, regulations, and building code requirements applicable to the work required by this Agreement. The Contractor is presumed to be familiar with all state and local laws, ordinances, code rules and regulations that may in any way affect the work outlined in this Agreement. If the Contractor is not familiar with state and local laws, ordinances, code rules and regulations, the Contractor remains liable for any violation and all subsequent damages or fines.

15 Indemnification.

- 14.1 To the maximum extent permitted by Florida law, the Contractor agrees to indemnify and hold harmless the County, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Contractor and other persons employed or utilized by the Contractor in the performance of this Agreement. Contractor agrees that indemnification of the County shall extend to any and all Work performed by the Contractor, its subcontractors, employees, agents, servants or assigns. This indemnification provision shall survive the termination of the Agreement between the County and the Contractor.
- 14.2 Nothing contained herein shall constitute a waiver by the County of sovereign immunity or the provisions or limits of liability of §768.28, Florida Statutes.
- 16. <u>Assignment of Interest</u>. The Contractor and County recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the County. Therefore, the Contractor hereby assigns to the County any and all claims for such overcharges as to goods, material or services purchased in connection with the Agreement. However, for all other assignments, neither party will assign, convey, pledge, sublet, transfer or otherwise dispose any interest in this Agreement and shall not transfer any interest in same without prior written consent of the other party.
- 17. <u>Successors and Assigns</u>. The County and Contractor each bind the other and their respective successors and assigns in all respects to all of the terms, conditions, covenants, and provisions of this Agreement.
- 18. <u>Independent Contractor</u>. In the performance of this Agreement, the Contractor is acting in the capacity of an independent contractor and not as an agent, employee, partner, joint venturer, or associate of the County. The Contractor is solely responsible for the means, method, technique, sequence, and procedure utilized by the Contractor in the full performance of the Agreement.
- 19. <u>Collusion</u>. By signing this Agreement, the Contractor declares that this Agreement is made without any previous understanding, agreement, or connections with any persons, contractors, or corporations

and that this Agreement is fair and made in good faith without any outside control, collusion, or fraud.

- 20. <u>Conflict of Interest</u>. The Contractor warrants that neither it nor any of its employees have any financial or personal interest that conflicts with the execution of this Agreement. The Contractor shall notify the County of any conflict of interest due to any other clients, contracts, or property interests.
- 21. <u>Third Party Beneficiaries</u>. This agreement does not create any relationship with, or any rights in favor of, any third party.
- 22. <u>Severability</u>. If any provision of this Agreement is declared void by a court of law, all other provisions will remain in full force and effect
- 23. <u>Non Waiver</u>. The failure of any party to exercise any right in this Agreement shall not be considered a waiver of such right.
- 24. Governing Law and Venue. This Agreement shall be governed in accordance with the laws of the State of Florida. Sole and exclusive venue for all actions arising out of this Agreement shall be in the state court in and for Alachua County, Florida.
- 25. <u>Attachments</u>. All exhibits attached to this Agreement are incorporated into and made part of this Agreement by reference.
- 26. <u>Amendments</u>. The Parties may amend this Agreement only by mutual written agreement that is executed by both Parties.
- 27. <u>Captions and Section Headings</u>. Captions and section headings used herein are for convenience only and shall not be used in construing this Agreement.
- 28. <u>Construction</u>. This Agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by one of the parties. It is recognized that both parties have substantially contributed to the preparation of this Agreement.
- 29. <u>Counterparts</u>. This Agreement may be executed in any number of and by the different parties hereto on separate counterparts, each of which when so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same instrument. Receipt via fax or email with pdf attachment by a party or its designated legal counsel of an executed counterpart of this Amendment shall constitute valid and sufficient delivery in order to complete execution and delivery of this Amendment and bind the Parties to the terms hereof.
- 30. <u>Entire Agreement</u>. This agreement constitutes the entire agreement and supersedes all prior written or oral agreements, understandings, or representations.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed for the uses and purposes therein expressed on the day and year first above-written.

	By: Lee Pinkoson, Chair Board of County Commissioners Date: July 10, 2018
ATTEST:	APPROVED AS TO FORM
Jesse K. Irby II, Clerk	Alachua County Attorney's Office
(SEAL)	
	P&P STRIPING LEG.
ATTEST (By Corporate Officer) By:	By: Jeong Falon
Print:	Print: Jeovanny Palenci
Title:	Title: Owner
	Date: 6-5-18
	Stan M. O'Com
	Joan M. O'Connor NOTARY PUBLIC
	STATE OF FLORIDA Comm# GG048425
	CE 191 Euriton 44/4 6/2000

EXHIBIT A: SCOPE OF WORK/FEE SCHEDULE

1.0 SCOPE

This Work shall include application of traffic paint striping and messages, thermoplastic striping and messages, reflective pavement markers, removal of existing markings, and layout work for striping applications.

- 1.1 Material Specifications All materials furnished & installed shall be in compliance with the FDOT Standard Specifications for Road and Bridge Construction, most current revision/edition, and the FDOT Design Standards, most current revision / edition. Alachua County will determine general compliance by visual inspection and if the Work completed has the appearance of non-compliance, Alachua County shall at its sole discretion require the Contractor to measure, record and certify on a Department approved form and submit to the County, the retro reflectivity of white and yellow pavement markings in accordance with Florida Method FM 5-579. All materials used shall meet current FDOT regulations. No lead and V.O.C. content of 150 grams or less per liter.
- 1.2 <u>Scheduling</u> Alachua County will provide a listing of Work to be performed each quarter of the fiscal year by providing a notice to proceed issued by the Public Works Director or his designee. The County may also provide a notice to proceed for pavement marking services for capital projects. All Work shall be completed within the quarter specified or as noted in the notice to proceed Failure to complete Work in the timeframe specified shall result in liquidated damages accessed in the amount \$763 per calendar day until the Work is completed. If in the sole opinion of the County, and due to events beyond control of the Contractor, the liquidated damages may be waived.
- 1.3 <u>Traffic Control</u> The Contractor shall provide necessary traffic control in conformance with FDOT Design Standards, Index No. 600 Series, most current revision/edition), during the conduct of any Work assigned by Alachua County under this contract. The cost of traffic control shall be included in the unit cost of Work performed with the exception of the use of an traffic control officer or traffic enforcement officer. A separate item shall be established for the use of a law enforcement officer at the direction of the County.

2.0 FEE SCHEDULE

ITEM #1 - Painted Striping (White or Yellow):

Per Mile

Quarterly Gross Miles	4 Inch Solid (Net Mile)	4 Inch 10'-30' Skip (Gross Mile)	6 Inch Solid (Net Mile)	6 Inch 10'-30' Skip (Gross Mile)
0-5	\$525.00	\$350.00	\$525.00	\$425.00
5-10	\$500.00	\$325.00	\$500.00	\$400.00
10-20	\$450.00	\$300.00	\$475.00	\$375.00
20-50	\$425.00	\$275.00	\$450.00	\$350.00
50-100	\$400.00	\$275.00	\$425.00	\$325.00
Over 100	\$400.00	\$250.00	\$425.00	\$300.00

Per Linear Foot

8 Inch Solid	8 Inch Skip	12 Inch Solid	18 Inch Solid	24 Inch Solid	
(Net LF)	(Gross LF)	(Net LF)	(Net LF)	(Net LF)	

\$0.35	\$0.30	\$0.50	\$0.75	\$1.00
23				

Per Square Foot

Miscellaneous(Bullnose, curb, etc.) (SF)	Yield Line Markings (SF)	Speed Hump/Table Markings (SF)
\$2.00	\$2.00	\$2.00

Per Linear Foot (Gross)

Τ,	ter Emear Poor (Gross)						
	4 Inch 6'-10' Skip (LF)	6 Inch 2'-4' Skip (LF)	6 Inch 3'-9' Skip (LF)	6 Inch 6'-10' Skip (LF)			
	\$0.60	\$0.75	\$1.00	\$1.00			

Minimum Cost for Painted Striping:

|--|

ITEM #2 - Thermoplastic Striping (White or Yellow):

Per Mile

Quarterly Gross Miles	4 Inch Solid (Net Mile)	4 Inch 10'-30' Skip (Gross Mile)	6 Inch Solid (Net Mile)	6 Inch 10'-30' Skip (Gross Mile)
0-2	\$2320.00	\$430.00	\$3110.00	\$660.00
2-5	\$2320.00	\$430.00	\$3110.00	\$660.00
5-10	\$2210.00	\$430.00	\$3005.00	\$640.00
10-15	\$2105.00	\$420.00	\$2900.00	\$640.00
15-20	\$2105.00	\$420.00	\$2900.00	\$640.00
20-50	\$1900.00	\$410.00	\$2800.00	\$610.00
Over 50	\$1900.00	\$410.00	\$2800.00	\$610.00

Per Linear Foot

8 Inch Solid	8 Inch Skip	12 Inch Solid	18 Inch Solid	24 Inch Solid
(Net LF)	(Gross LF)	(Net LF)	(Net LF)	(Net LF)
\$1.05	\$1.25	\$1.60	\$2.50	\$3.30

Per Square Foot

Miscellaneous (Bullnose, curb, etc) (SF)	Yield Line Markings (SF)	Speed Hump/Table Markings (SF)
\$6.00	\$6.00	\$6.00

Per Linear Foot (Gross)

ci Lincai Foot (Gross)				
4 Inch 6'-10' Skip (LF)	6 Inch 2'-4' Skip (LF)	6 Inch 3'-9' Skip (LF)	6 Inch 6'-10' Skip (LF)	

\$0.65	\$0.80	\$1.10	\$1.10

Per Set (Total of 4 Lines)

4 Inch Rumble Strips	
\$205.00	

Profiled Thermoplastic, Per Linear Mile:

Quarterly Gross Miles	4 Inch Solid (Net)	4 Inch 10'-30' Skip (Gross)	6 Inch Solid (Net)	6 Inch 10'-30'Skip (Gross)
0-2	\$3310.00	\$830.00	\$5210.00	\$1210.00
2-5	\$3310.00	\$830.00	\$5210.00	\$1210.00
5-10	\$3205.00	\$810.00	\$5005.00	\$1205.00
Over 10	\$3155.00	\$810.00	\$4905.00	\$1205.00

ITEM #3 - Reflective Pavement Markers - Permanent RPM's

Amount Installed (EA)	Unit Cost Furnished and Installed
1-100	\$4.25
100-500	\$3.75
500-1000	\$3.25
Over 1000	\$3.00
Per Each Furnished, ONLY	\$30.00
Labor Rate, Per Hour, Removal of Existing RPM's	\$110.00 Per hour

ITEM #4 - Reflective Pavement Markers - Work Zone RPM's

Amount Installed (EA)	Unit Cost Furnished and Installed	
1-100	\$4.25	
100-500	\$3.75	
500-1000	\$3.25	
Over 1000	\$3.00	
Per Each Furnished, ONLY	\$30.00	
Labor Rate, Per Hour, Removal of Existing RPM's	\$110.00 Per hour	

ITEM #5 - Messages & Symbols (EACH)

Messages/Symbols	Thermoplastic (EA)	Paint (EA)
Left (Message)	\$30.00	\$20.00
Right (Message)	\$30.00	\$20.00
Stop (Message)	\$30.00	\$20.00
Lane (4') (Message)	\$30.00	\$20.00
Only (4') (Message)	\$30.00	\$20.00
Only (8') (Message)	\$30.00	\$20.00
Lane (8') (Message)	\$30.00	\$20.00
Turn (Message)	\$30.00	\$25.00
Merge (Message)	\$30.00	\$25.00
Bus (Message)	\$30.00	\$25.00
School (Message)	\$30.00	\$30.00
Railroad (Message)	\$30.00	\$30.00
Railroad (Bike Path) (Message)	\$30.00	\$30.00
Wrong Way Arrow (Symbol)	\$30.00	\$25.00
U-Turn (Symbol)	\$30.00	\$25.00
Thru Arrow (Symbol)	\$30.00	\$20.00
Left or Right Arrow (Symbol)	\$30.00	\$20.00
Left or Right and Thru Arrow (Symbol)	\$30.00	\$20.00
Left, Right and Thru Arrow (Symbol)	\$30.00	\$20.00
Bike Lane Arrow (Symbol) (Preformed	\$30.00	No Bid
Only) Helmeted Bicyclist (Symbol) (Preformed	\$30.00	No Bid
Only) Shared Lane Marking (Symbol)	\$30.00	No Bid
(Preformed Only) Accessibility (3') (Symbol)	\$30.00	\$20.00
Accessibility (5') (Symbol)	\$30.00	\$25.00
Blue Solid Line (6") (LF)	\$6.00	\$1.00

ITEM #5 - Pavement Marking Removal

Lump Sum - Mobilization

Water Blasting	Grinding	
\$625.00	\$625.00	

Per Square Foot

Item Removed	Water Blasting (SF)	Grinding (SF)
Painted Symbols and Messages	\$1.00	\$2.00
Painted Stripe	\$1.50	\$2.25
Thermoplastic Symbols and Messages	\$1.75	\$2.50
Thermoplastic Stripe	\$2.00	\$2.50

ITEM #6 - Miscellaneous Items

Temporary Tape			
Foil Back	Furnished & Installed (per LF): \$5.00		
	Furnished (per roll): \$1080.00		
Removable	Furnished & Installed (per LF): \$2.00		
	Furnished (per roll): \$500.00		
Traffic Control Officer (P	er Hour at the County's Direction)	\$15.50	
Traffic Enforcement Offic	cer (Per Hour at the County's Direction)	\$50.00	
Standby and Lay-Out Tin	ne (Crew Per Hour)		
	Standby: \$100.00		
	Lay-Out: \$150.00		
Bonding	Actual cost of bond plus 5% mark-up		

EXHIBIT B: DUTIES OF THE COUNTY

- 1.1. Provide a written request for Work in a written Work Order or Change Order.
 - 1.1.1. The Public Works Director, County Engineer or his designee is authorized to order Work under this Agreement provided that the compensation to be paid to the Contractor for all Work Orders and Changer Orders issued by the County shall not exceed the Annual Contract Price set forth in Paragraph 6 of the Agreement.
- 1.2. The County will provide project data currently in the County's possession.
- 1.3. The County will provide timely inspections of Work performed.
- 1.4. The County will be responsive to questions in a timely manner.
- 1.5. The County will process invoices in a timely manner.

EXHIBIT B	3-1: WORK ORDER NOTICE TO PROCEED FOR CONTINUING CONTRACTS
WORK OR	DER NO:
BILLING/I	NVOICE REFERENCE NO.:
PROJECT 1	NUMBER:
PROJECT	DESCRIPTION:
County:	Alachua County, a political subdivision of the State of Florida.
Date Issued	
CONTRAC	
CONTRAC	TOR'S ADDRESS:
the above procertain Agree Contractor and	The Work Order by County shall serve as authorization for the Contractor to provide for oject, Contractor services as set out in the Scope of Work attached as Exhibit "A," to that ement of
1	ATTACHMENTS:
[] Drawings/Plans/Specifications
[Scope of Work
[] Special Conditions
[
above-refere	ntractor shall provide said Work pursuant to this Work Order, its attachments and the need Agreement, which is incorporated herein by reference as if it had been set out in its nenever the Work Order conflicts with said Agreement, the Agreement shall prevail.
upon [] tl	FOR COMPLETION: The Work authorized by this Work Order shall be commenced the date written above or upon issuance of a [] Notice to Proceed by County and shall be written () calendar days.

METHOD OF COMPENSATION:

(a)	This '	Vork Order is issued on a:
	[]	fixed fee basis
	[]	time basis method with a not-to-exceed amount
	[]	time basis method with a limitation of funds amount
(b) Work requ). In	ired by	compensation is based on a "Fixed Fee Basis," then the Contractor shall perform all this Work Order for the sum of DOLLARS (\$ the shall the Contractor be paid more than the Fixed Fee Amount.
	ontracto	compensation is based on a "Time Basis Method" with a Not-to-Exceed Amount, r shall perform all Work required by this Work Order for a sum not exceeding DOLLARS (\$
(d) Amount, the Such appropriate Contractor Order that shall comp	If the hen the oval, if shall a equals	compensation is based on a "Time Basis Method" with a Limitation of Funds Contractor is not authorized to exceed the Limitation of Funds amount of
	•	hall make payment to the Contractor in strict accordance with the payment terms of ed Agreement.
does not a execution	uthorize of the V e service	understood by the Contractor that this Work Order, until executed by the County, the performance of any services by the Contractor and that the County, prior to its /ork Order, reserves the right to authorize a party other than the Contractor to es called for under this Work Order if it is determined that to do so is in the best nty.

SIGNITURES ON FOLLOWING PAGE

	, the Parties hereto have made and executed this Work Order on this, 20, for the purposes stated herein.
day or	, 20, for the purposes stated herein.
WITNESS	CONTRACTOR:
	By:
Signature	By: Signature
	Title
Print Name	Title: Print Name and Title
Date:	Date:
	ALACHUA COUNTY, FLORIDA
	By:
	By: Signature
	Title:Print Name and Title
	Time Name and Time
	Date:

EXHIBIT B-2: AMENDMENT TO WORK ORDER FOR CONTINUING CONTRACTS AMENDMENT # NTP/Project # Date Issued Contractor: Invoicing Reference # Contract Manager: Project #: Work Order Description: Deliverable(s): Original Work Order Price: Total of Prior Approved Changes Amount of this Change in Work Order Add or (deduct) New Work Order Price with This Original Amendment: Completion Date: ____(___days after NTP) _____ (_____days after NTP) New Completion Date: Not valid until signed by County ALACHUA COUNTY: **CONTRACTOR:**

By:

Date: _____

Print Name:

Title:

By: _____

Title: ____

Date: _____

EXHIBIT C: FORM OF PERFORMANCE AND PAYMENT BOND

PAYMENT BOND

CONTRACTOR (PRINCIPAL)
COMPANY (LEGAL NAME):
PRINCIPAL BUSINESS ADDRESS (No PO Box):
TELEPHONE NUMBER:
SURETY
COMPANY (LEGAL NAME):
PRINCIPAL BUSINESS ADDRESS (No PO Box):
TELEPHONE NUMBER:
OWNER (OBLIGEE)
NAME: Alachua County Board of County Commissioners
PRINCIPAL BUSINESS ADDRESS: 12 S.E. First Street, Gainesville, Florida 32601
TELEPHONE NUMBER: 352-374-5204
CONTRACT DETAILS
DATE EXECUTED:
AMOUNT:
GENERAL DESCRIPTION:
STREET ADDRESS OF PROJECT:
PO #, RFP, OR BID #:
BOND
BOND NUMBER:
DATE:
AMOUNT:

KNOW ALL MEN BY THESE PRESENTS:

That Principal, hereinafter called Contractor, and Surety, as identified above, are bound to the Board of County Commissioners of Alachua County, Florida, as Obligee, hereinafter called the County, in the amount identified above, for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

This payment bond is executed pursuant to §255.05, Florida Statutes, and claimants must comply with the notice and time limitations of §255.05(2). Florida Statutes

WHEREAS, Contractor has by written agreement entered into a contract, identified above, with Alachua County, which contract documents are by reference made part hereof, and for the purposes of this Bond are hereafter referred to as the "Contract."

THE CONDITION OF THIS BOND is that if Contractor promptly makes payments to all persons defined in §713.01, Florida Statutes, who furnish labor, materials and supplies used directly or indirectly by Contractor in the performance of the Contract; then CONTRACTOR'S OBLIGATION SHALL BE VOID; OTHERWISE, IT SHALL REMAIN IN FULL FORCE AND EFFECT.

The surety hereby waives notice of and agrees that any changes in or under the Contract and compliance or noncompliance with any formalities connected with the Contract or the changes do not affect surety's obligation under this bond.

The provisions of this bond are subject to the time limitations of §255.05(2), Florida Statutes. In no event will the Surety be liable in the aggregate to claimants for more than the penal sum of this Payment Bond, regardless of the number of suits that may be filed by claimants.

Signed and sealed thisday of		, 20	
		CONTRACTOR (PRINCIPAL)	
Signed, sealed and delivered			
in the presence of:			
		By:	_
Witnesses as to Contractor	Name:		
		Title·	

STATE OF	
COUNTY OF	
The foregoing instrument was acknowledged	before me this day of, 200, by
,a	corporation, on behalf of the corporation. He/she is personally
known to me OR has produced	as identification.
Notary Public (Signature)	
Printed Name	My Commission Expires:
(AFFIX NOTARY SEAL)	
SURETY	
SIGNATURE:	
PRINTED NAME AND TITLE:	SEAL ATTORNEY IN FACT
I MILLION HAME WIND TITED!	ATTOMICT INTACT

PERFORMANCE BOND

CONTRACTOR (PRINCIPAL)

COMPANY (LEGAL NAME):

PRINCIPAL BUSINESS ADDRESS (No PO Box):

TELEPHONE NUMBER:

SURETY

COMPANY (LEGAL NAME):

PRINCIPAL BUSINESS ADDRESS (No PO Box):

TELEPHONE NUMBER:

OWNER (OBLIGEE)

NAME: Alachua County Board of County Commissioners

PRINCIPAL BUSINESS ADDRESS: 12 S.E. First Street, Gainesville, Florida 32601

TELEPHONE NUMBER: 352-374-5204

CONTRACT DETAILS

DATE EXECUTED:

AMOUNT:

GENERAL DESCRIPTION:

STREET ADDRESS OF PROJECT:

PO #, RFP, OR BID #:

BOND

BOND NUMBER:

DATE:

AMOUNT:

KNOW ALL MEN BY THESE PRESENTS:

That Principal, hereinafter called Contractor, and Surety, as identified above, are bound to the Board of County Commissioners of Alachua County, Florida, as Obligee, hereinafter called the County, in the amount identified above, for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

Page 24 of 30

WHEREAS, Contractor has by written agreement entered into a contract, identified above, with County, which contract documents are by reference made a part hereof, and for the purposes of this Bond are hereafter referred to as the "Contract":

THE CONDITION OF THIS BOND is that if Contractor:

- 1. performs the Contract between Contractor and County, at the times and in the manner prescribed in the Contract; and
- pays County all losses, damages, including liquidated damages and damages caused by delay, expenses, costs
 and attorney's fees including appellate proceedings, that County sustains as a result of default by Contractor under the
 Contract; and
- 3. performs the guarantee of all work and materials furnished under the Contract for the time specified in the Contract;

then THIS BOND IS VOID, OTHERWISE IT REMAINS IN FULL FORCE AND EFFECT.

Whenever Contractor shall be, and is declared by County to be, in default under the Contract, and County having performed County's obligations there under, the Surety may promptly remedy the default, or shall promptly:

- 1. complete the Contract in accordance with its terms and conditions; or
- 2. obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, or, if County elects, upon determination by County and Surety jointly of the lowest responsible bidder, arrange for a contract between such Bidder and County, and make available as work progresses sufficient funds, paid to County, to pay the cost of completion and other costs and damages for which the Surety may be liable hereunder.

No right of action shall accrue on this bond to or for the use of any person of corporation other than County named herein.

The Surety, for value received, hereby stipulates and agrees that no changes, extensions of time, alterations or additions to the terms of the Contract or other Work to be performed hereunder, or the specifications referred to therein shall in any way affect its obligations under this bond, and it does hereby waive notice of any such changes, extensions of time, alterations or additions to the terms of the Contract or to Work or to the specifications.

This instrument shall be construed in all respects as a common law bond. It is expressly understood that the time provisions and statute of limitations under §255.05, Florida Statutes, shall not apply to this bond.

In no event will the Surety be liable in the aggregate to Obligee for more than the penal sum of this Performance Bond regardless of the number of suits that may be filed by Obligee.

Signed and sealed this	_day of	, 20	
CONTRACTOR (PRINCIP	AL)		
Signed, sealed and delivered			
in the presence of:			
		Ву:	
Witnesses as to Contractor		Name:	
STATE OF		Title:	
STATE OF			
		edged before me this day of	. 200 . by
			_1
		, a corporation, on behalf of the corporatio	
known to me OR has produce	ed	as identification.	
Notary Public (Signature)			
Printed Name	*****	My Commission Expires:	
(AFFIX NOTARY SEAL)			
(MITELLA TIME SELLE)			
SURETY			
SIGNATURE:		SEAL	
PRINTED NAME AND TITI	LE:	ATTORNEY IN FACT	<u>[</u>

EXHIBIT D: INSURANCE REQUIREMENTS TYPE "A" INSURANCE REQUIREMENTS "ARTISAN CONTRACTORS / SERVICE CONTACTS" The Contractor shall procure and maintain for the duration of this contract insurance against claims for injuries to Page 27 of 30 AGREEMENT FOR ANNUAL PAVEMENT MARKING SERVICES BETWEEN ALACHUA COIUNTY AND P&P STRIPING LLC. 20180430

persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

COMMERCIAL GENERAL LIABILITY

Coverage must be afforded under a per occurrence form policy for limits not less than \$1,000,000 General Aggregate, \$1,000,000 Products / Completed Operations Aggregate, \$1,000,000 Personal and Advertising Injury Liability, \$1,000,000 each Occurrence, \$50,000 Fire Damage Liability and \$5,000 Medical Expense.

AUTOMOBILE LIABILITY

Coverage must be afforded including coverage for all Owned vehicles, Hired and Non-Owned vehicles for Bodily Injury and Property Damage of not less than \$1,000,000 combined single limit each accident.

WORKERS COMPENSATION AND EMPLOYER'S LIABILITY

Coverage to apply for all employees at STATUTORY Limits in compliance with applicable state and federal laws; if any operations are to be undertaken on or about navigable waters, coverage must be included for the USA Longshoremen & Harbor Workers Act.

Employer's Liability limits for not less than \$100,000 each accident; \$500,000 disease policy limit and \$100,000 disease each employee must be included.

BUILDER'S RISK / INSTALLATION FLOATERS (when applicable)

When this contract or agreement includes the construction of and/or the addition to a permanent structure or building; including the installation of machinery and/or equipment, the following insurance coverage must be afforded:

Coverage Form: Completed Value, All Risk in an amount equal to 100% of the value upon completion or value of equipment to be installed.

When applicable: Waiver of Occupancy Clause or Cessation of Insurance clause. Flood Insurance as available under the

National Flood Insurance Program.

EMPLOYEE FIDELITY COVERAGE (only applicable to vendors whose employees handle funds)

Employee Dishonesty coverage must be afforded for not less than \$500,000 Blanket all employees ISO Form

OTHER INSURANCE PROVISIONS

The policies are to contain, or be endorsed to contain, the following provisions:

I Commercial General Liability and Automobile Liability Coverages

- a. The Alachua County Board of County Commissioners, its officials, employees and volunteers are to be covered as an Additional Insured as respects: Liability arising out of activities performed by or on behalf of the Contractor/Vendor; to include Products and/or Completed Operations of the Contractor/Vendor; Automobiles owned, leased, hired or borrowed by the Contractor.
- b. The Contractor's insurance coverage shall be considered primary insurance as respects the County, its officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officials, employees or volunteers shall be excess of Contractor/Vendor's insurance and shall be non-contributory.

II All Coverages

The Contractor/Vendor shall provide a Certificate of Insurance to the County with a notice of cancellation. The certificate shall indicate if cover is provided under a "claims made" or "per occurrence" form. If any cover is provided under claims made from the certificate will show a retroactive date, which should be the same date of the contract (original if contact is renewed) or prior.

SUBCONTRACTORS

The Contractor/Vendor shall be responsible for all subcontractors working on their behalf as a condition of this agreement. All subcontractors of the Contractor/Vendor shall be subject to the same coverage requirements stated herein.

CERTIFICATE HOLDER: Alachua County Board of County Commissioners

MAIL, EMAIL or FAX CERTIFICATES



CERTIFICATE OF LIABILITY INSURANCE

06/27/2018

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

REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed.

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on

th	SUBROGATION IS WAIVED, Subject is certificate does not confer rights to	the	certi	ficate holder in lieu of su	ch end	lorsement(s)			. A SI	atement on	
PRODUCER Reiter Insurance Agency, Inc. 926 North Summit Street				CONTACT LOIS GOODWIN GLAZE							
					PHONE (A/C, No, Ext): 386-698-2400 FAX (A/C, No):						
P. O	. Box 518				E-MAIL ADDRESS:						
Cres	scent City, FL 32112				INSURER(S) AFFORDING COVERAGE NAIC #						
					INSURE						
INSURED P&P Striping, LLC					INSURE						
	Geo Palencía PO Box 66	·			INSURER C:						
	Pomona Park, FL 32181				INSURE						
					INSURER E :						
					INSURER F:						
CO	VERAGES CER	TIFIC	CATE	NUMBER:				REVISION NUMBER:			
IN C	THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.										
INSR TYPE OF INSURANCE			ADDL SUBR POLICY NUMBER			POLICY EFF (MM/DD/YYYY)	POLICY EXP	LIMIT			
Α	X COMMERCIAL GENERAL LIABILITY							EACH OCCURRENCE	s	1,000,000	
	CLAIMS-MADE X OCCUR	Υ		WS308975		08/31/2017	08/31/2018	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	100,000	
		i i						MED EXP (Any one person)	s	5,000	
								PERSONAL & ADV INJURY	\$	1,000,000	
	GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE	\$	2,000,000	
	POLICY PRO-							PRODUCTS - COMP/OP AGG	\$	2,000,000	
	OTHER:								s		
	AUTOMOBILE LIABILITY							COMBINED SINGLE LIMIT (Ea accident)	S		
	ANY AUTO							BODILY INJURY (Per person)	<u>s</u>		
	OWNED AUTOS ONLY SCHEDULED AUTOS							BODILY INJURY (Per accident)	S		
	HIRED AUTOS ONLY NON-OWNED AUTOS ONLY							PROPERTY DAMAGE (Per accident)	\$		
									\$		
	UMBRELLA LIAB OCCUR							EACH OCCURRENCE	\$		
	EXCESS LIAB CLAIMS-MADE							AGGREGATE	\$		
	DED RETENTIONS							PER OTH-	\$		
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY							PER OTH- STATUTE ER			
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N/A						E.L. EACH ACCIDENT	\$		
	If yes, describe under							E.L. DISEASE - EA EMPLOYEE	-		
	DÉSCRIPTION OF OPERATIONS below							E.L. DISEASE - POLICY LIMIT	\$		
pari The	DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) DESCRIPTION OF OPERATION / LOCATION / LOCATI										
CE	RTIFICATE HOLDER		CANCELLATION								
ALACHUA COUNTY BOARD OF COUNTY COMMISSIONERS						SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.					
	PUBLIC WORKS, ENGINE 12 SE 1ST STREET GAINESVILLE, FL 32601-0				Lois Hoodurn Blaze						

ACORD'

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 06/26/2018

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

REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER. IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(les) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s). PRODUCER MERWIN'S INSURANCE CENTER, INC PHONE (A/C, No, Ext): 386-325-1234 E-MAIL ADDRESS: FAX (A/C. No): 386-328-0566 P. O. BOX 335 PALATKA, FL 32178-0335 NAIC # INSURER(S) AFFORDING COVERAGE INSURER A: ASCENDANT COMMERCIAL INS. INC. INSURED P&P STRIPING LLC INSURER B: JEO PALENCIA INSURER C : **1741 S HIGHWAY 17** INSURER D : POMONA PARK, FL 32181 INSURER E INSURER F : **REVISION NUMBER: COVERAGES CERTIFICATE NUMBER:** THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. ADDL SUBR POLICY EFF POLICY EXP TYPE OF INSURANCE **POLICY NUMBER** COMMERCIAL GENERAL LIABILITY EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) CLAIMS-MADE OCCUR s \$ MED EXP (Any one person) s PERSONAL & ADV INJURY GEN'L AGGREGATE LIMIT APPLIES PER: GENERAL AGGREGATE PRO-JECT POLICY PRODUCTS - COMP/OP AGG \$ OTHER: COMBINED SINGLE LIMIT AUTOMOBILE LIABILITY 1.000.000 08/30/2017 08/30/2018 5 PPAU891403 BODILY INJURY (Per person) ANY ALITO ALL OWNED AUTOS SCHEDULED X BODILY INJURY (Per accident) \$ AUTOS NON-OWNED PROPERTY DAMAGE HIRED AUTOS AUTOS (Per accident) \$ LIMBRELLATIAR s EACH OCCURRENCE OCCUR **EXCESS LIAB** AGGREGATE s CLAIMS-MADE DED RETENTIONS WORKERS COMPENSATION PER STATUTE AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? E.L. EACH ACCIDENT 5 N/A E.L. DISEASE - EA EMPLOYEE (Mandatory in NH) if yes, describe under DESCRIPTION OF OPERATIONS below E.L. DISEASE - POLICY LIMIT DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) <u> ADDITIONAL INSURED : ALACHUA COUNTY BOARD OF COUNTY COMMISSIONERS PUBLIC</u> WORKS ENGINEERING BRIAN SINGLETON 18-6 REBID REBID: ANNUAL PAVEMENT MARKING **SERVICES CANCELLATION CERTIFICATE HOLDER** ALACH-3 SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. **ALACHUA COUNTY 12 SE 1ST ST** AUTHORIZED REPRESENTATIVE **GAINESVILLE, FL 32601-6983**



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 6/26/2018

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

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

c/o Convergence Employee Leasing, Inc. 3951 Baymeadows Road Jacksonville, FL 32217 INSURED Convergence Employee Leasing, Inc. 3951 Baymeadows Road Jacksonville FL 32217 COVERAGES CERTIFICATE NUMBER: 42784886 THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAINDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION					NAME: PHONE					
CERTIFICATE MAY BE ISSUED OR MAY EXCLUSIONS AND CONDITIONS OF SUCH	POLI	CIES.	LIMITS SHOWN MAY HAVE		REDUCED BY I	PAID CLAIMS.		BJECT TO	ALL	THE TERMS,
INSR LTR TYPE OF INSURANCE	INSD	SUBR WVD	POLICY NUMBER		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)		LIMIT	s	
COMMERCIAL GENERAL LIABILITY	l						EACH OCCURREN		\$	
CLAIMS-MADE OCCUR							DAMAGE TO RENT PREMISES (Ea occ		s	
		İ					MED EXP (Any one	person)	\$	
	1						PERSONAL & ADV	INJURY	\$	
GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREC	GATE	\$	
POLICY PRO-	ł						PRODUCTS - COM	P/OP AGG	\$	
OTHER:									\$	
AUTOMOBILE LIABILITY							COMBINED SINGLE (Ea accident)	LIMIT	\$	
ANY AUTO		İ					BODILY INJURY (Po	er person)	\$	
OWNED SCHEDULED AUTOS							BODILY INJURY (Po		\$	
HIRED NON-OWNED AUTOS ONLY	İ						PROPERTY DAMA((Per accident)	3E	\$	
									\$	
UMBRELLA LIAB OCCUR							EACH OCCURRENCE	CE	s	
EXCESS LIAB CLAIMS-MADE	:						AGGREGATE		\$	
DED RETENTION S									\$	
A WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WC006-00001-017		12/25/2017	9/30/2018	✓ PER STATUTE	OTH- ER		
ANYPROPRIETOR/PARTNER/EXECUTIVE							E.L. EACH ACCIDE	NT	s 1,000	0,000
OFFICER/MEMBEREXCLUDED? (Mandatory in NH)	N/A				ì		E.L. DISEASE - EA I	EMPLOYEE	\$ 1.000	0.000
If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE - POL			
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHIC	LES (#	CORD	101, Additional Remarks Schedul	e, may be	attached if more	space is require	ed)			
Coverage provided for all leased employees but not subcontractors of: P & P Striping, LLC Client Effective: 2/28/2018										
CERTIFICATE HOLDER				CANC	ELLATION					·
Alachia County Board of Commissioners 12 SE 1st St Gainesville FL 32601					SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.					
	Glen J Distefano									
<u>. </u>				0,011			ODD CODDOD	. =: - : :		

EXHIBIT E: Certification of Meeting Alachua County Wage Ordinance

The undersigned certifies that all employees, contracted and subcontracted, completing Work as part of this Agreement are paid, and will continue to be paid, in accordance with Chapter 22, Article III of the Alachua County Code of Ordinance ("Wage Ordinance").

P&P Striping LLC 1741 S Highway 17 Pomona Park, FL 32181 386-916-6426 Point of Contact: Jeovanny Palencia

Project Description:

ATTEST (By Corporate Officer)

Print: Joan M. O'Connoc

Title: 10

Joan M. O'Connor
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG048425

Comm# GG048425 Expires 11/16/2020 P&P STRIPING LIC

Print: Deolanny

Title: OWNES

Date: 6-5-18

MUST BE ATTESTED (WITNESSED) BY A DESIGNATED OFFICER OF THE CORPORATION. IF NOT INCORPORATED, THEN SHOULD BE NOTARIZED. SAMPLE FORMATS FOR NOTARY ARE AVAILABLE ON THE INTRANET UNDER THE PURCHASING/PROCUREMENT SECTION