TERM CONTRACT FOR ROADWAY MARKINGS, STRIPING AND BRICK TEXTURE SURFACING (IFB-604562-23/LNF)

THIS AGREEMENT is dated as of the 29th day of August 20 23, by and between FAUSNIGHT STRIPE AND LINE, INC., duly authorized to conduct business in the State of Florida, whose address is 910 Charles Street, Longwood, Florida 32750, in this Agreement referred to as "CONTRACTOR", and SEMINOLE COUNTY, a charter county and political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 E. 1st Street, Sanford, Florida 32771, in this Agreement referred to as "COUNTY".

WITNESSETH:

WHEREAS, COUNTY desires to retain the services of a competent and qualified contractor to provide all materials, delivery, labor, transportation, coordination, and incidentals necessary to perform services and to furnish products as specified in the IFB documents for Seminole County; and

WHEREAS, COUNTY has requested and received expressions of interest for the retention of services of contractors; and

WHEREAS, CONTRACTOR is competent and qualified to provide materials and services to COUNTY, and desires to provide materials and services according to the terms and conditions stated in this Agreement,

NOW, THEREFORE, in consideration of the mutual understandings and covenants set forth in this Agreement, COUNTY and CONTRACTOR agree as follows:

Section 1. Materials and Services. COUNTY hereby retains CONTRACTOR to provide materials and services as further described in the Scope of Services attached as <u>Exhibit A</u> and made a part of this Agreement. CONTRACTOR is also bound by all requirements as contained in the

Term Contract for Roadway Markings, Striping and Brick Texture Surfacing (IFB-604562023/LNF) Page 1 of 22 solicitation package, all addenda to this package, and CONTRACTOR's submission in response to

this solicitation. Required materials and services will be specifically enumerated, described, and

depicted in the Release Orders authorizing purchase of specific materials and services. This

Agreement standing alone does not authorize the purchase of materials and services or require

COUNTY to place any orders for work.

Section 2. Term. This Agreement takes effect on the date of its execution by COUNTY

and continues for a period of three (3) years. At the sole option of COUNTY, this Agreement may

be renewed for two (2) successive periods not to exceed one (1) year each. Expiration of the term

of this Agreement will have no effect upon Release Orders issued pursuant to this Agreement and

prior to the expiration date. Obligations entered by both parties under such Release Orders will

remain in effect until delivery and acceptance of the materials authorized by the respective Release

Order. The first three (3) months of the initial term are considered probationary. During the

probationary period, COUNTY may immediately terminate this Agreement at any time, with or

without cause, upon written notice to CONTRACTOR.

Section 3. Authorization for Materials and Services. Authorization for provision of

materials and services by CONTRACTOR under this Agreement must be in the form of written

Release Orders issued and executed by COUNTY. A sample Release Order is attached as Exhibit

B. Each Release Order will describe the materials and services required, state the dates for delivery

of materials and services, and establish the amount and method of payment. The Release Orders

must be issued under and incorporate the terms of this Agreement. COUNTY makes no covenant

or promise as to the number of available Release Orders or that CONTRACTOR will perform any

Release Order for COUNTY during the life of this Agreement. COUNTY reserves the right to

Term Contract for Roadway Markings, Striping and Brick Texture Surfacing (IFB-604562023/LNF)

Page 2 of 22

Seminole County Clerk of the Circuit Court and Comptroller eCertified at 09/12/2023 09:13:18 -04:00

contract with other parties for the services contemplated by this Agreement when it is determined

by COUNTY to be in the best interest of COUNTY to do so.

Section 4. Time for Completion. The materials and services to be provided by

CONTRACTOR will be delivered, as specified in such Release Orders as may be issued under

this Agreement, within the time specified in the Release Order.

Section 5. Compensation. COUNTY shall compensate CONTRACTOR for the materials

and services provided for under this Agreement on a Fixed Fee basis at the rates as outlined in

Exhibit C. When a Release Order is issued on a Fixed Fee basis, then the applicable Release Order

Fixed Fee amount will include any and all reimbursable expenses and will be based on the unit

pricing attached to this Agreement, or as reduced in the quoting process leading to specific Release

Orders.

Section 6. Payment and Billing.

(a) CONTRACTOR shall supply all materials and services required by the Release

Order, but in no event will CONTRACTOR be paid more than the negotiated Fixed Fee amount

stated within each Release Order.

(b) For Release Orders issued on a Fixed Fee basis, CONTRACTOR may invoice the

amount due based on the percentage of total Release Order materials and services actually

provided, but in no event may the invoice amount exceed a percentage of the Fixed Fee amount

equal to a percentage of the total services actually completed.

(c) COUNTY shall make payments to CONTRACTOR when requested as materials

and services are provided, but not more than once monthly. Each Release Order will be invoiced

separately. At the close of each calendar month, CONTRACTOR shall render to COUNTY an

itemized invoice, properly dated, describing any materials and services provided, the cost of the

Term Contract for Roadway Markings, Striping and Brick Texture Surfacing (IFB-604562023/LNF)

Page 3 of 22

materials and services provided, the name and address of CONTRACTOR, Release Order Number, Contract Number, and any other information required by this Agreement.

- (d) Submittal instructions for invoices are as follows:
 - (1) The original invoice must be emailed to:

 AP@SeminoleClerk.org
 - (2) The original invoice may also be mailed or delivered to: Director of County Comptroller's Office Seminole County Board of County Commissioners P.O. Box 8080 Sanford, FL 32772-8080
 - (3) A copy of the invoice must be sent to: Seminole County Traffic Engineering Division 200 W. County Home Road Sanford, FL 32773
- (e) Upon review and approval of CONTRACTOR's invoice, COUNTY shall pay CONTRACTOR the approved amount in accordance with the terms as set forth in Chapter 218, Part VII, Florida Statutes.

Section 7. General Terms of Payment and Billing.

- (a) Upon satisfactory delivery of materials and services required under this Agreement and upon acceptance of the materials and services by COUNTY, CONTRACTOR may invoice COUNTY for the full amount of compensation provided for under the terms of this Agreement less any amount already paid by COUNTY.
- (b) COUNTY may perform or have performed an audit of the records of CONTRACTOR at any time during the term of this Agreement and after final payment to support final payment under this Agreement. Audits may be performed at a time mutually agreeable to CONTRACTOR and COUNTY. Total compensation to CONTRACTOR may be determined subsequent to an audit as provided for in this Section and the total compensation so determined

Term Contract for Roadway Markings, Striping and Brick Texture Surfacing (IFB-604562023/LNF) Page 4 of 22



will be used to calculate final payment to CONTRACTOR. Performance of this audit will not delay final payment as provided by subsection (a) of this Section.

(c) CONTRACTOR shall maintain all books, documents, papers, accounting records,

and other evidence pertaining to materials and services provided under this Agreement in such a

manner as will readily conform to the terms of this Agreement. CONTRACTOR shall make such

materials available at CONTRACTOR's office at all reasonable times during the term of this

Agreement and for five (5) years from the date of final payment under the contract for audit or

inspection as provided for in subsection (b) of this Section.

(d) In the event any audit or inspection conducted after final payment but within the

period provided in paragraph (c) of this Section reveals any overpayment by COUNTY under the

terms of the Agreement, CONTRACTOR shall refund such overpayment to COUNTY within

thirty (30) days of notice by COUNTY.

Section 8. No Waiver by Forbearance. COUNTY's review of, approval and acceptance

of, or payment for the materials or services required under this Agreement does not operate as a waiver

of any rights under this Agreement, or of any cause of action arising out of the performance of this

Agreement. CONTRACTOR is and will always remain liable to COUNTY in accordance with

applicable law for any and all damages to COUNTY caused by CONTRACTOR's negligent or

wrongful provision of any of the materials or services provided under this Agreement.

Section 9. Termination.

(a) COUNTY may, by written notice to CONTRACTOR, terminate this Agreement or

any Release Order issued under this Agreement, in whole or in part, at any time, either for

COUNTY's convenience or because of the failure of CONTRACTOR to fulfill its obligations

under this Agreement. Upon receipt of such notice, CONTRACTOR shall immediately

Term Contract for Roadway Markings, Striping and Brick Texture Surfacing (IFB-604562023/LNF)

Page 5 of 22

discontinue all services affected, unless the notice directs otherwise, and deliver to COUNTY all

data, drawings, specifications, reports, estimates, summaries, and any and all such other

information and materials of whatever type or nature as may have been accumulated by

CONTRACTOR in performing this Agreement, whether completed or in process.

If the termination is for the convenience of COUNTY, CONTRACTOR will be (b)

paid compensation for services performed to the date of termination.

If the termination is due to the failure of CONTRACTOR to fulfill its obligations (c)

under this Agreement, COUNTY may take over the work and carry it to completion by other

agreements or otherwise. In such case, CONTRACTOR will be liable to COUNTY for all

reasonable additional costs associated with CONTRACTOR's failure to fulfill its obligations

under this Agreement.

(d) CONTRACTOR will not be liable for such additional costs if the failure to perform

the Agreement arises without any fault or negligence of CONTRACTOR, but CONTRACTOR

will be responsible and liable for the actions by its subcontractors, agents, employees, persons, and

entities of a similar type or nature. Matters beyond the fault or negligence of CONTRACTOR

include acts of God or of the public enemy, acts of COUNTY in its sovereign or contractual

capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually

severe weather, but in every case the failure to perform must be beyond the control and without

any fault or negligence of CONTRACTOR.

(e) If after notice of termination for CONTRACTOR's failure to fulfill its obligations

under this Agreement it is determined that CONTRACTOR had not so failed, the termination will

be conclusively deemed to have been effected for the convenience of COUNTY. In such event,

adjustment in the Agreement price will be made as provided in subsection (b) of this Section.

Term Contract for Roadway Markings, Striping and Brick Texture Surfacing (IFB-604562023/LNF)

Page 6 of 22

(f) The rights and remedies of COUNTY provided for in this Section are in addition

and supplemental to any and all other rights and remedies provided by law or under this

Agreement.

Section 10. Conflict with Contract Documents. Wherever the terms of this Agreement

conflict with any Release Order issued pursuant to it or any other contract documents, including

proposals submitted by CONTRACTOR, this Agreement will prevail. For the avoidance of doubt,

proposals and any other documents submitted by CONTRACTOR are not incorporated into this

Agreement, unless expressly stated otherwise.

Section 11. Equal Opportunity Employment. CONTRACTOR shall not discriminate

against any employee or applicant for employment for work under this Agreement because of race,

color, religion, sex, age, disability, or national origin. CONTRACTOR shall take steps to ensure

that applicants are employed and employees are treated during employment without regard to race,

color, religion, sex, age, disability, or national origin. This provision includes, but is not limited

to the following: employment, upgrading, demotion or transfer, recruitment advertising, layoff or

termination, rates of pay or other forms of compensation and selection for training including

apprenticeship.

Section 12. No Contingent Fees. CONTRACTOR warrants that it has not employed or

retained any company or person other than a bona fide employee working solely for

CONTRACTOR to solicit or secure this Agreement and that it has not paid or agreed to pay any

person, company, corporation, individual, or firm, other than a bona fide employee working solely

for CONTRACTOR, any fee, commission, percentage, gift, or other consideration contingent upon

or resulting from award or making of this Agreement. For the breach or violation of this provision,

COUNTY will have the right to terminate the Agreement at its sole discretion without liability and

Term Contract for Roadway Markings, Striping and Brick Texture Surfacing (IFB-604562023/LNF)

Page 7 of 22

to deduct from the Agreement price or otherwise recover the full amount of such fee, commission, percentage, gift, or consideration.

Section 13. Conflict of Interest.

(a) CONTRACTOR shall not engage in any action that would create a conflict of

interest in the performance of its obligations pursuant to this Agreement with COUNTY or violate

or cause others to violate the provisions of Chapter 112, Part III, Florida Statutes, relating to ethics

in government.

(b) CONTRACTOR hereby certifies that no officer, agent, or employee of COUNTY

has any material interest (as defined in Section 112.312(15), Florida Statutes, as over 5%), either

directly or indirectly, in the business of CONTRACTOR to be conducted under this Agreement

and that no such person will have any such interest at any time during the term of this Agreement.

Section 14. Assignment. Neither this Agreement nor any interest in it may be assigned,

transferred, or otherwise encumbered under any circumstances by either party without prior written

consent of the other party and in such cases only by a document of equal dignity with this

Agreement.

Section 15. Subcontractors. CONTRACTOR shall first secure the prior written approval

of COUNTY before engaging or contracting for the services of any subcontractors under this

Agreement. CONTRACTOR will remain fully responsible to COUNTY for the services of any

subcontractors under this Agreement.

Section 16. Indemnification of COUNTY. To the fullest extent permitted by law,

CONTRACTOR shall hold harmless, release, and indemnify COUNTY, its commissioners,

officers, employees, and agents from any and all claims, losses, damages, costs, attorney fees, and

lawsuits for damages arising from, allegedly arising from, or related to CONTRACTOR's

Term Contract for Roadway Markings, Striping and Brick Texture Surfacing (IFB-604562023/LNF)

Page 8 of 22

provision of materials or services under this Agreement caused by CONTRACTOR's act or omission in the performance of this Agreement.

Section 17. Insurance.

- (a) General. CONTRACTOR shall procure and maintain insurance required under this
 Section at CONTRACTOR's own cost.
- (1) CONTRACTOR shall provide COUNTY with a Certificate of Insurance on a current ACORD Form signed by an authorized representative of the insurer evidencing the insurance required by this Section (Professional Liability, Workers' Compensation/Employer's Liability, Commercial General Liability, and Business Auto). The Certificate must have the Agreement number for this Agreement clearly marked on its face. COUNTY, its officials, officers, and employees must be named additional insureds under the Commercial General Liability, Umbrella Liability and Business Auto policies. If the policy provides for a blanket additional insured coverage, CONTRACTOR shall provide a copy of the section of the policy along with the Certificate of Insurance. If the coverage does not exist, the policy must be endorsed to include the named additional insureds as described in this subsection. The Certificate of Insurance must provide that COUNTY will be provided, by policy endorsement, not less than thirty (30) days written notice prior to the cancellation or non-renewal, or by a method acceptable to COUNTY. Until such time as the insurance is no longer required to be maintained by CONTRACTOR, CONTRACTOR shall provide COUNTY with a renewal or replacement Certificate of Insurance before expiration or replacement of the insurance for which a previous Certificate of Insurance has been provided.
- (2) In addition to providing the Certificate of Insurance on a current ACORD Form, upon request as required by COUNTY, CONTRACTOR shall provide COUNTY with a

Term Contract for Roadway Markings, Striping and Brick Texture Surfacing (IFB-604562023/LNF) Page 9 of 22



certified copy of each of the policies of insurance providing the coverage required by this Section within thirty (30) days after receipt of the request. Certified copies of policies may only be provided by the insurer, not the agent or broker.

- (3) Neither approval by COUNTY nor failure to disapprove the insurance provided by CONTRACTOR will relieve CONTRACTOR of its full responsibility for performance of any obligation, including its indemnification of COUNTY, under this Agreement.
- (b) <u>Insurance Company Requirements</u>. Insurance companies providing the insurance under this Agreement must meet the following requirements:
- (1) Companies issuing policies must be authorized to conduct business in the State of Florida and prove such authorization by maintaining Certificates of Authority or Letters of Eligibility issued to the companies by the Florida Office of Insurance Regulation. Alternatively, policies required by this Agreement for Workers' Compensation/Employer's Liability, may be those authorized as a group self-insurer by Section 624.4621, Florida Statutes.
- (2) In addition, such companies must have and maintain, at a minimum, a Best's Rating of "A-" and a minimum Financial Size Category of "VII" according to A.M. Best Company.
- (3) If, during the period that an insurance company is providing the insurance coverage required by this Agreement, an insurance company (i) loses its Certificate of Authority, or (ii) fails to maintain the requisite Best's Rating and Financial Size Category, the CONTRACTOR shall immediately notify COUNTY as soon as CONTRACTOR has knowledge of any such circumstance and immediately replace the insurance coverage provided by the insurance company with a different insurance company meeting the requirements of this Agreement. Until such time as CONTRACTOR has replaced the unacceptable insurer with an

Term Contract for Roadway Markings, Striping and Brick Texture Surfacing (IFB-604562023/LNF) Page 10 of 22



insurer acceptable to COUNTY, CONTRACTOR will be deemed to be in default of this Agreement.

(c) Specifications. Without limiting any of the other obligations or liability of CONTRACTOR, CONTRACTOR shall procure, maintain, and keep in force amounts and types of insurance conforming to the minimum requirements set forth in this subsection, at CONTRACTOR's sole expense. Except as otherwise specified in this Agreement, the insurance will become effective upon execution of this Agreement by CONTRACTOR and must be maintained in force until the expiration of this Agreement's term or the expiration of all Orders issued under this Agreement, whichever comes last. Failure by CONTRACTOR to maintain this required insurance coverage within the stated period will constitute a material breach of this Agreement, for which COUNTY may immediately terminate this Agreement. The amounts and types of insurance must conform to the following minimum requirements:

(1) Workers' Compensation/Employer's Liability.

(A) CONTRACTOR's insurance must cover it for liability that would be covered by the latest edition of the standard Workers' Compensation policy as filed for use in Florida by the National Council on Compensation Insurance without restrictive endorsements. CONTRACTOR is also responsible for procuring proper proof of coverage from its subcontractors of every tier for liability that is a result of a Workers' Compensation injury to the subcontractor's employees. The minimum required limits to be provided by both CONTRACTOR and its subcontractors are outlined in subsection (C) below. In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage must be included for the United States Longshoremen and Harbor Worker's Compensation Act, Federal Employee's Liability Act, and any other applicable Federal or State law.

Term Contract for Roadway Markings, Striping and Brick Texture Surfacing (IFB-604562023/LNF) Page 11 of 22



- (B) Subject to the restrictions of coverage found in the standard Workers' Compensation policy, there will be no maximum limit on the amount of coverage for liability imposed by the Florida Workers' Compensation Act, the United States Longshoremen's and Harbor Worker's Compensation Act, or any other coverage customarily insured under Part One of the standard Workers' Compensation policy.
- (C) The minimum amount of coverage under Part Two of the standard Workers' Compensation policy is required to be the following:

\$500,000.00 (Each Accident) \$500,000.00 (Disease-Policy Limit) \$500,000.00 (Disease-Each Employee)

(2) <u>Commercial General Liability</u>.

(A) CONTRACTOR's insurance must cover it for those sources of liability that would be covered by the latest edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01), as filed for use in the State of Florida by the Insurance Services Office. Coverage must not contain any endorsements excluding or limiting Products/Completed Operations, Contractual Liability, or Separation of Insureds.

(B) CONTRACTOR shall maintain these minimum insurance limits:

General Aggregate Two Times (2x) the Each Occurrence Limit Personal & Advertising \$1,000,000.00

Injury Limit

Each Occurrence Limit \$1,000,000.00 Pollution Liability \$1,000,000.00

- (3) <u>Professional Liability Insurance</u>. CONTRACTOR shall carry Professional Liability Insurance with limits of not less than One Million and No/100 Dollars (\$1,000,000.00).
 - (4) Business Auto Policy.
- (A) CONTRACTOR's insurance must cover CONTRACTOR for those sources of liability which would be covered by Section II of the latest edition of the standard

Term Contract for Roadway Markings, Striping and Brick Texture Surfacing (IFB-604562023/LNF) Page 12 of 22



Business Auto Policy (ISO Form CA 00 01), as filed for use in the State of Florida by the Insurance Services Office. Coverage must include owned, non-owned, and hired autos or any auto used by CONTRACTOR. In the event CONTRACTOR does not own automobiles, CONTRACTOR shall maintain coverage for hired and non-owned auto liability for autos used by CONTRACTOR, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy. If the contract involves operations governed by Sections 29 or 30 of the Motor Carrier Act of 1980, endorsement MCS-90 is required.

- (B) The minimum limits to be maintained by CONTRACTOR must be per-accident combined single limit for bodily injury liability and property damage liability.
- (C) The minimum amount of coverage under the Business Auto Policy is required to be the following:

Combined Single Limit

\$1,000,000.00

- (d) <u>Coverage</u>. The insurance provided by CONTRACTOR pursuant to this Agreement must apply on a primary and non-contributory basis, and any other insurance or self-insurance maintained by COUNTY or COUNTY's officials, officers, or employees must be in excess of and not contributing to the insurance provided by or on behalf of CONTRACTOR.
- (e) Occurrence Basis. The Workers' Compensation policy, the Commercial General Liability, and the Umbrella policy required by this Agreement must be provided on an occurrence rather than a claims-made basis. The Professional Liability insurance policy may be on an occurrence basis or claims-made basis. In the event that the Professional Liability insurance required by this Agreement is written on a claims-made basis, CONTRACTOR warrants that any retroactive date under the policy will precede the effective date of this Agreement and that either

Term Contract for Roadway Markings, Striping and Brick Texture Surfacing (IFB-604562023/LNF) Page 13 of 22



continuous coverage will be maintained or an extended discovery period will be exercised for a

period of three (3) years beginning at the time work under this Agreement is completed.

(f) Obligations. Compliance with the foregoing insurance requirements will not

relieve CONTRACTOR, its employees, or its agents of liability from any obligation under this

Section or any other Section of this Agreement.

Section 18. Dispute Resolution.

In the event of a dispute related to any performance or payment obligation arising (a)

under this Agreement, the parties shall exhaust COUNTY administrative dispute resolution

procedures prior to filing a lawsuit or otherwise pursuing legal remedies. COUNTY administrative

dispute resolution procedures for proper invoice and payment disputes are set forth in Section

22.15, "Prompt Payment Procedures," Seminole County Administrative Code. COUNTY

administrative dispute resolution procedures for contract claims related to this Agreement, other

than for proper invoice and payment disputes, are set forth in Section 3.5541, "Contract Claims,"

Seminole County Administrative Code.

(b) In any lawsuit or legal proceeding arising under this Agreement, CONTRACTOR

hereby waives any claim or defense based on facts or evidentiary materials that were not presented

for consideration in COUNTY administrative dispute resolution procedures set forth in subsection

(a) above of which CONTRACTOR had knowledge and failed to present during COUNTY

administrative dispute resolution procedures.

In the event that COUNTY administrative dispute resolution procedures are (c)

exhausted and a lawsuit or legal proceeding is filed, the parties shall exercise best efforts to resolve

disputes through voluntary mediation and to select a mutually acceptable mediator. The parties

participating in the voluntary mediation shall share the costs of mediation equally.

Term Contract for Roadway Markings, Striping and Brick Texture Surfacing (IFB-604562023/LNF)

Page 14 of 22

Section 19. Representatives of COUNTY and CONTRACTOR.

(a) It is recognized that questions in the day to day conduct of performance pursuant

to this Agreement may arise. Upon request by CONTRACTOR, COUNTY shall designate and

advise CONTRACTOR in writing of one or more of its employees to whom to address all

communications pertaining to the day to day conduct of this Agreement. The designated

representative will have the authority to transmit instructions, receive information, and interpret

and define COUNTY's policy and decisions pertinent to the work covered by this Agreement.

(b) At all times during the normal work week, CONTRACTOR shall designate or

appoint one or more representatives who are authorized to act on behalf of CONTRACTOR and

bind CONTRACTOR regarding all matters involving the conduct of the performance pursuant to

this Agreement, and who will keep COUNTY continually and effectively advised of such

designation.

Section 20. All Prior Agreements Superseded. This Agreement incorporates and

includes all prior negotiations, correspondence, conversations, agreements, or understandings

applicable to the matters contained in this Agreement and the parties agree that there are no

commitments, agreements, or understandings concerning the subject matter of this Agreement that

are not contained or referred to in this document. Accordingly, it is agreed that no deviation from

the terms of this Agreement may be predicated upon any prior representations or agreements,

whether oral or written.

Section 21. Modifications, Amendments, or Alterations. No modification, amendment,

or alteration in the terms or conditions contained in this Agreement will be effective unless

contained in a written amendment executed with the same formality and of equal dignity with this

Agreement.

Term Contract for Roadway Markings, Striping and Brick Texture Surfacing (IFB-604562023/LNF)

Page 15 of 22

Section 22. Independent Contractor. Nothing in this Agreement is intended or may be

construed as in any manner creating or establishing a relationship of co-partners between the

parties, or as constituting CONTRACTOR (including its officers, employees, and agents) as an

agent, representative, or employee of COUNTY for any purpose or in any manner whatsoever.

CONTRACTOR is and will remain forever an independent contractor with respect to all services

performed under this Agreement.

Section 23. Employee Status. Persons employed by CONTRACTOR in the performance

of services and functions pursuant to this Agreement have no claim to pension, workers'

compensation, unemployment compensation, civil service, or other employee rights or privileges

granted to COUNTY's officers and employees, either by operation of law or by COUNTY.

Section 24. Services Not Provided For. No claim for services provided by

CONTRACTOR not specifically provided for in this Agreement will be honored by COUNTY.

Section 25. Public Records Law.

(a) CONTRACTOR acknowledges COUNTY's obligations under Article 1, Section

24, Florida Constitution and Chapter 119, Florida Statutes, to release public records to members

of the public upon request. CONTRACTOR acknowledges that COUNTY is required to comply

with Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, in the handling

of the materials created under this Agreement and this statute controls over the terms of this

Agreement. Upon COUNTY's request, CONTRACTOR shall provide COUNTY with all

requested public records in CONTRACTOR's possession, or shall allow COUNTY to inspect or

copy the requested records within a reasonable time and at a cost that does not exceed costs as

provided under Chapter 119, Florida Statutes.

Term Contract for Roadway Markings, Striping and Brick Texture Surfacing (IFB-604562023/LNF)

Page 16 of 22

(b) CONTRACTOR specifically acknowledges its obligations to comply with Section

119.0701, Florida Statutes, with regard to public records and shall perform the following:

(1) CONTRACTOR shall keep and maintain public records that ordinarily and

necessarily would be required by COUNTY in order to perform the services required under this

Agreement,

(2) CONTRACTOR shall provide COUNTY with access to public records on

the same terms and conditions that COUNTY would provide the records and at a cost that does

not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

(3) CONTRACTOR shall ensure public records that are exempt or confidential

and exempt from public records disclosure requirements are not disclosed, except as authorized by

law.

(c) Upon termination of this Agreement, CONTRACTOR shall transfer, at no cost to

COUNTY, all public records in possession of CONTRACTOR, or keep and maintain public

records required by COUNTY under this Agreement. If CONTRACTOR transfers all public

records to COUNTY upon completion of this Agreement, CONTRACTOR shall destroy any

duplicate public records that are exempt or confidential and exempt from public records disclosure

requirements. If CONTRACTOR keeps and maintains the public records upon completion of this

Agreement, CONTRACTOR shall meet all applicable requirements for retaining public records.

All records stored electronically must be provided to COUNTY, upon request of COUNTY, in a

format that is compatible with the information technology systems of COUNTY.

(d) Failure to comply with this Section will be deemed a material breach of this

Agreement for which COUNTY may terminate this Agreement immediately upon written notice

Term Contract for Roadway Markings, Striping and Brick Texture Surfacing (IFB-604562023/LNF)

Page 17 of 22

to CONTRACTOR. CONTRACTOR may also be subject to statutory penalties as set forth in

Section 119.10, Florida Statutes.

(e) IF CONTRACTOR HAS QUESTIONS REGARDING THE

APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO

CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING

TO THIS CONTRACT, CONTRACTOR MAY CONTACT THE

CUSTODIAN OF PUBLIC RECORDS, THE SEMINOLE COUNTY

PURCHASING AND CONTRACTS MANAGER, AT 407-665-7116,

PURCH@SEMINOLECOUNTYFL.GOV, PURCHASING AND

CONTRACTS DIVISION, 1301 E. SECOND STREET, SANFORD, FL 32771.

Section 26. Governing Law, Jurisdiction, and Venue. The laws of the State of Florida

govern the validity, enforcement, and interpretation of this Agreement. The sole jurisdiction and

venue for any legal action in connection with this Agreement will be in the courts of Seminole

County, Florida.

Section 27. Compliance with Laws and Regulations. In providing all services pursuant

to this Agreement, CONTRACTOR shall abide by all statutes, ordinances, rules, and regulations

pertaining to or regulating the provision of such services, including those now in effect and

subsequently adopted. Any violation of these statutes, ordinances, rules, or regulations will

constitute a material breach of this Agreement and will entitle COUNTY to terminate this

Agreement immediately upon delivery of written notice of termination to CONTRACTOR.

Section 28. Patents and Royalties. Unless otherwise provided, CONTRACTOR is solely

responsible for obtaining the right to use any patented or copyrighted materials in the performance

Term Contract for Roadway Markings, Striping and Brick Texture Surfacing (IFB-604562023/LNF)

Page 18 of 22

Seminole County Clerk of the Circuit Court and Comptroller eCertified at 09/12/2023 09:13:18 -04:00

of this Agreement. CONTRACTOR, without exception, shall indemnify and save harmless

COUNTY and its employees from liability of any nature or kind, including costs and expenses for

or on account of any copyrighted, patented, or unpatented invention, process, or article

manufactured or supplied by CONTRACTOR. In the event of any claim against COUNTY of

copyright or patent infringement, COUNTY shall promptly provide written notification to

CONTRACTOR. If such a claim is made, CONTRACTOR shall use its best efforts to promptly

purchase for COUNTY the legitimate version of any infringing products or services or procure a

license from the patent or copyright holder at no cost to COUNTY that will allow continued use

of the service or product. If none of these alternatives are reasonably available, COUNTY shall

return the article on request to CONTRACTOR and receive reimbursement, if any, as may be

determined by a court of competent jurisdiction.

Section 29. Notices. Whenever either party desires to give notice to the other, it must be

given by written notice, sent by registered or certified United States mail, return receipt requested,

addressed to the party for whom it is intended at the place last specified. The place for giving of

notice will remain such until it has been changed by written notice in compliance with the

provisions of this Section. For the present, the parties designate the following as the respective

places for giving of notice:

For COUNTY:

Seminole County Traffic Engineering Division

200 W. County Home Road

Sanford, FL 32773

With a copy to:

Seminole County Purchasing & Contracts Division

1301 E. Second Street

Sanford, FL 32771

Term Contract for Roadway Markings, Striping and Brick Texture Surfacing (IFB-604562023/LNF)

Page 19 of 22

Seminole County Clerk of the Circuit Court and Comptroller eCertified at 09/12/2023 09:13:18 -04:00

For CONTRACTOR:

Fausnight Stripe and Line, Inc. 910 Charles Street

Longwood, FL 32750

Section 30. Rights At Law Retained. The rights and remedies of COUNTY provided

for under this Agreement are in addition and supplemental to any other rights and remedies

provided by law.

Section 31. Headings and Captions. All headings and captions contained in this

Agreement are provided for convenience only, do not constitute a part of this Agreement, and may

not be used to define, describe, interpret or construe any provision of this Agreement.

Section 32. E-Verify System Registration.

CONTRACTOR must register with and use the E-Verify system to verify the work (a)

authorization status of all new employees prior to entering into this Agreement with COUNTY. If

COUNTY provides written approval to CONTRACTOR for engaging with or contracting for the

services of any subcontractors under this Agreement, CONTRACTOR must require certification

from the subcontractor that at the time of certification, the subcontractor does not employ, contract,

or subcontract with an unauthorized alien. CONTRACTOR must maintain a copy of the foregoing

certification from the subcontractor for the duration of the agreement with the subcontractor.

(b) If COUNTY has a good faith belief that CONTRACTOR has knowingly violated

this Section, COUNTY shall terminate this Agreement. If COUNTY terminates this Agreement

with CONTRACTOR, CONTRACTOR may not be awarded a public contract for at least one (1)

year after the date on which this Agreement is terminated. If COUNTY has a good faith belief

that a subcontractor knowingly violated this Section, but CONTRACTOR otherwise complied

Term Contract for Roadway Markings, Striping and Brick Texture Surfacing (IFB-604562023/LNF) Page 20 of 22

with this Section, COUNTY must promptly notify CONTRACTOR and order CONTRACTOR to immediately terminate its agreement with the subcontractor.

(c) CONTRACTOR shall execute and return the Affidavit of E-Verify Requirements Compliance, attached to this Agreement as <u>Exhibit D</u>, to COUNTY.

IN WITNESS WHEREOF, the parties have made and executed this Agreement for the purposes stated above.

For the use and reliance of Seminole County only.

Approved as to form and legal sufficiency.

County Attorney

GLK/lpk 5/11/23 8/21/23

T:\Users\Legal Secretary CSB\Purchasing 2023\IFB-604562 (Fausnight).docx

Term Contract for Roadway Markings, Striping and Brick Texture Surfacing (IFB-604562023/LNF) Page 21 of 22

Within the authority delegated by the County

Manager pursuant to Section 3.554, Seminole County Administrative Code.

Attachments:

Exhibit A - Scope of Services Exhibit B - Sample Release Order Exhibit C - Contract Pricing

Exhibit D - Affidavit of E-Verify Requirements Compliance



Term Contract for Roadway Markings, Striping and Brick Texture Surfacing (IFB-604562023/LNF) Page 22 of 22



Scope of Services

Contractor will provide all materials, delivery, labor, transportation, coordination and incidentals necessary to perform services and to furnish products as specified in the IFB documents.

This is an indefinite quantity contract for the goods and services specified. The quantities of goods and services specified are estimates only and are not purchased by this Contract. Delivery or performance shall be only as authorized by orders in accordance with the terms of this Contract. The County may issue orders requiring delivery to multiple destinations or performance at multiple locations.

No work will begin until a Release Order has been issued to the contractor. The Order for each project will contain a start date and completion date. Each Order will be treated as a standalone project.

Contractor Responsibility, Compliance and Specifications:

- The Contractor and Subcontractors must be FDOT certified. Certification shall remain in effect during the term of the contract.
- Contractor will be responsible for supervising, directing, and sufficiently performing all
 work competently and efficiently, devoting such attention thereto and applying such skills
 and expertise as may be necessary to perform the work in accordance with the contract
 documents, including all applicable standards and specifications.
- 3. Contractor will be solely responsible for all means, methods, techniques, scheduling, sequences, and procedures of construction, for providing adequate safety precautions, for coordinating all portions of the work under the contract documents, traffic control, and for enforcement of order and cooperation among contractor's employees and all subcontractors and suppliers.
- 4. Contractor will be responsible to see that the finished work complies accurately with the contract documents and specifications.
- 5. All materials and services provided through this contract shall conform and adhere to the latest edition of the Seminole County and Florida Department of Transportation Standards; including the Seminole County Land Development Code, Seminole County Traffic Ordinance, FDOT Roadway and Traffic Design Standards and Standard Specifications for Roadway and Bridge Construction. In addition, this contract shall conform to A.A.S.H.T.O. design standards and the Manual on Uniform Traffic Control Devices (MUTCD). All materials used shall be FDOT approved and / or on the FDOT Approved Products List (APL) or FDOT Qualified Products List (QPL), unless otherwise approved by Seminole County.

- 6. In resolving conflicts, errors or discrepancies, the contract documents shall be construed as one- what is required by one document shall be construed as being required by all contract documents. If an issue of priority is due to a conflict or discrepancy between express provisions of the contract documents and any referenced specifications, manuals, or codes of any technical society, organization or association, the provisions of the contract documents will take precedence if they are more stringent or presumptively cause a higher level or performance. If there is any conflict or discrepancy between standard specifications, manuals, or codes of any technical society, organization or association, or between laws or regulations, the provision with the higher cost requirement shall be binding on contractor, unless otherwise directed by the County. In accordance with the intent of the contract documents, Contractor recognizes and accepts that compliance with the priority order specified shall not justify increase in contract price.
- 7. Contractor shall acquire a Right of Way permit from the Seminole County Engineering Division prior to performing any work within County Right of Way.
- 8. Permitted lane closures require prior approval by the Seminole County Traffic Engineer or designee.

Pay Item Notes:

1 – 11 and 193 FDOT pay items 700-1-11 through 700-1-14, 700-1-18, 700-1-50, 700-1-60, 700-3-101, 700-3-102, 705-11-1, 705-11-3 and QK-SEPR (traffic signs, delineators and Qwick Kurb Traffic Separator). These items shall be paid based on a furnish and install cost.

26 and 66 FDOT pay items 710-11-321 and 710-12-321 (Black paint) may be used for contrast markings per FDOT Index 17346. These items will be paid per liner foot of black paint installed.

12-25 and 27 FDOT pay items 710-11-121 through 710-11-125, 710-11-131, 710-11-141, 710-11-143, 710-11-190, 710-11-221, 710-11-224, 710-11-231, 710-11-241 710-11-290 and 710-11-421 (standard paint) shall be paid per linear foot of markings installed.

28 - 51 FDOT pay items 710-11-160A through 710-11-160W and 710-11-170, 710-11-170A and 710-11-180 (standard paint) shall be paid on a per message or symbol basis.

52 – 65 and 67 FDOT pay items 710-12-121 through 710-12-125 and 710-12-131, 710-12-141, 710-12-143, 710-12-190, 710-12-221, 710-12-224, 710-12-231, 710-12-241, 710-12-290 and 710-12-421 (durable paint) shall be paid per linear foot of markings installed.

68 – 91 FDOT pay items 710-12-160A through 710-12-160W and 710-12-170, 710-12-170A and 710-12-180 (durable paint) shall be paid on a per message or symbol basis.

92 – 104 FDOT pay items 711-11-121 through 711-11-125, 711-11-131, 711-11-141, 711-11-143, 711-11-221, 711-11-224, 711-11-231, 711-11-241, 711-11-421 (standard thermoplastic) shall be paid per linear foot of markings installed.

105 – 128 FDOT pay items 711-11-160A through 711-11-160W, 711-11-170, 711-11-170A and 711-11-180 (standard thermoplastic) shall be paid on a per message or symbol basis.



- **129** FDOT pay item 711-17 (Removal of existing thermoplastic markings) Contractor shall exercise caution while performing and shall not damage the underlying riding / road surface.
- 130 142 FDOT pay items 711-12-121 through 711-12-125, 711-12-131, 711-12-141, 711-12-143, 711-12-221, 711-12-224, 711-12-231, 711-12-241 and 711-12-421 (refurbished thermoplastic) shall be paid per linear foot of markings installed. shall follow the FDOT Standard Specification for Road and Bridge Construction, section 711-4.2.2 Refurbishing Existing Traffic Striping and Markings.
- 143 166 FDOT pay items 711-12-160A through 711-12-160W, 711-12-170, 711-12-170A, 711-12-180, (refurbished thermoplastic) shall be paid on a per message or symbol basis. shall follow the FDOT Standard Specification for Road and Bridge Construction, section 711-4.2.2 Refurbishing Existing Traffic Striping and Markings.
- **167 172 and 192** FDOT pay items 711-14-660, 711-14-660A, 523-1, 527-2-1, 527-2-2, 527-2-3 and 523-1-TPXD (route shields, preformed red, preformed pattern pavement markings and detectable warning mats or warning devices. shall meet all FDOT / ADA manufacturer and installation requirements. Use brick red Detectable Warning Systems Mats or equivalent.
- 177 181 FDOT pay items 999A through 999E (Lay-out Striping, Message, and Symbol and Clearing Dirt / Grass from edge line) shall be used per the County's Discretion. Typical layout and clearing shall be included in other pay items per FDOT standards

EXHIBIT B - SAMPLE ORDER NUMBER: FLORIDA SALES: 85-8013708974C-0 **Board of County Commissioners** FEDERAL SALES/USE: 59-6000856 **RELEASE ORDER** S н т 1 0 P

	INVOICES AND CORRESPONDENCE R TO THIS ORDER NUMBER
ORDER DATE	01/14/2021
REQUISITION	63930 - OR
REQUESTOR	
VENDOR #	409286
ANALYST	

48148

٧ Е N D 0 R

SUBMIT ALL INVOICES TO: AP@seminoleclerk.org Seminole County Clerk & Comptroller POST OFFICE BOX 8080 SANFORD, FL 32772

Accts. Payable Inquiries - Phone (407) 665 7656

ORDER	
INQUIRIES	

ITEM#	QTY	UNIT	ITEM DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1.00		EA		0.00	
		2,1		0.00	

ON THE REVERSE SIDE OF THIS ORDER.	THIS ORDER IS SUBJECT TO THE TERMS & CONDITIONS ON THE REVERSE SIDE OF THIS ORDER.	TOTAL AMOUNT	
------------------------------------	--	--------------	--

PURCHASING AND CONTRACT DIVISION 1301 EAST SECOND STREET SANFORD FLORIDA 32771 PHONE (407) 665-7116 / FAX (407) 665-7956

AUTHORIZED SIGNATURE FOR THE SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS

Page 1 of 1



- 1. Acceptance/Entire Agreement. This Purchase Order ("PO") is entered into between Seminole County, Florida ("County") and the Supplier referenced herein (individually, referred to as "Party," and collectively, "Parties"). By accepting this PO, Supplier accepts all Terms and Conditions contained herein. This PO, including specifications and drawings, if any, and referenced documents, such as solicitations and responses constitutes the entire agreement between the Parties. Whenever terms and conditions of Main Agreement, if any, conflict with any PO issued pursuant to Main Agreement, Main Agreement will control.
- 2. Inspection. Notwithstanding any prior payment or inspection, all goods/services are subject to inspection/rejection by County at any time, including during manufacture, construction or preparation. To the extent a PO requires a series of performances by Supplier, County reserves right to cancel remainder of PO if goods/services provided during the term of PO are non-conforming or otherwise rejected. Without limiting any rights County may have, County, at its sole option, may require Supplier, at Supplier's expense to: (a) promptly repair or replace any or all rejected goods, or to cure or reperform any or all rejected services; or (b) refund price of any or all rejected goods or services. All rejected goods will be held for Supplier's prompt inspection at Supplier's risk. Nothing contained in PO will relieve Supplier's obligation of testing, inspection and quality control.
- 3. Packing & Shipping. Unless otherwise specified, all goods must be packed, packaged, marked and prepared for shipment in a manner that is: (a) in accordance with good commercial practice; (b) acceptable to common carriers for shipment at the lowest rate for the particular good; (c) in accordance with local, state, and federal regulations; and (d) protected against weather. Supplier must mark all containers with necessary lifting, handling, shipping information, PO number, date of shipment and the name of the consignee and consignor. An itemized packing sheet must accompany each shipment.
- 4. Delivery; Risk of Loss. All goods are FOB destination, and risk of loss will remain with Supplier until delivery by Supplier and acceptance by County. Goods delivered by Supplier that are damaged, defective, or otherwise fail to conform to PO may be rejected by County or held by County at Supplier's risk and expense. County may charge Supplier for cost(s) to inspect, unpack, repack, store and re-ship rejected goods.
- 5. Delivery of Excess Quantities. If Supplier delivers excess quantities of goods without prior written authorization from County, excess quantities of goods may be returned to Supplier at Supplier's expense.

 6. Time is of the Essence. Time is of the essence for delivery of goods
- /services under PO. Failure to meet delivery schedules or deliver within a reasonable time, as determined by County, entitles County to seek all remedies available at law or in equity. County reserves right to cancel any PO and procure goods/services elsewhere if delivery is not timely. Supplier agrees to reimburse County for all costs incurred in enforcing its rights. Failure of County to cancel PO, acceptance, or payment will not be deemed a waiver of County's right to cancel remainder of PO. Delivery date or time in PO may be extended if Supplier provides a written request in advance of originally scheduled delivery date and time and County agrees to delayed delivery in writing prior to originally scheduled delivery date and time.
- 7. Warranties. Supplier warrants to County that all goods/services covered by PO conform strictly to specifications, drawings or samples specified or furnished by County, and are free from: (a) defects in title; and (b) latent or patent defects in material or workmanship. If no quality is specified by County, Supplier warrants to County that goods/services are of the best grade of their respective kinds, meet or exceed applicable standards for industry represented, are merchantable (as to goods) and are fit for County's particular purpose. Supplier warrants that at the time County accepts the goods/services, the goods/services will have been produced, sold, delivered and furnished in strict compliance with all applicable federal and state laws. regulations, ordinances, rules, labor agreements and working conditions to which goods/services are subject. Supplier warrants the title to goods furnished under PO is valid, transfer of such title to County is rightful and goods are free of any claims or liens of any nature whatsoever, whether rightful or otherwise, of any person, corporation, partnership or association.
 All applicable manufacturers' warranties must be furnished to County at time of delivery of goods or completion of service. All warranties are cumulative and are in addition to any other express or implied warranties provided by
- Indemnification. To the fullest extent permitted by law, Supplier assumes any and all liability for damages, breach of PO, loss or injury of any kind or nature whatsoever to persons or property caused by, resulting from or related to the goods/services provided under PO. To the fullest extent permitted by law, Supplier shall indemnify and hold harmless County, its commissioners, officers, employees and agents from and against any and all claims, damages, demands, lawsuits, losses, costs and expenses, including attorneys' fees, patent, copyright or trademark infringement, judgments, decrees of whatsoever nature which County may incur as a result of claims, demands, lawsuits or causes of action of any kind or nature arising from, caused by or related to goods/services furnished by Supplier, its officers, employees, agents, partners, principals or subcontractors. Remedies afforded to County by this section are cumulative with and in no way affect any other legal remedy County may have under PO or at law. Supplier's

- obligations under PO must not be limited by any insurance coverage or by any provision in or exclusion or omission from any policy of insurance
- 9. Insurance. Supplier, at its sole expense, shall maintain insurance coverage acceptable to County. All policies must name County as an additional insured. All Insurance Certificates must be provided to the Purchasing and Contracts Division within ten (10) days of request. Supplier shall notify County, in writing, of any cancellation, material change, or alteration to Supplier's Certificate of Insurance.
- 10. Modifications. PO may be modified or rescinded in writing by County.
 11. Material Safety Data Sheets. At time of delivery, Supplier agrees to provide County with a current Material Safety Data Sheet for any hazardous chemicals or toxic substances, as required by law.
- 12. Pricing. Supplier agrees that pricing included on PO shall remain firm through and until delivery of goods and/or completion of services, unless
- otherwise agreed to by the Parties in writing.

 13. Invoicing & Payment. After delivery of goods/services by Supplier and acceptance by the County, the Supplier must electronically submit an original invoice via email to AP@seminoleclerk.org or may mail the invoice, if electronic invoice is not available, to: Seminole County Clerk of the Circuit Court and Comptroller, P.O. Box 8080, Sanford, Florida 32772. Invoices must be billed at pricing stipulated on PO and must include the County's Purchase Order Number. Thereafter, all payments and interest on any late payments will be paid in compliance with Florida Prompt Payment Act, §218. 70, Florida Statutes.
- 14. Taxes. County is exempt from Florida sales tax, federal taxes on transportation charges and any federal excise tax. County will not reimburse
- Supplier for taxes paid.

 15. Termination. County may terminate PO, in whole or in part, at any time, either for County's convenience or because of Supplier's failure to fulfill its obligations under PO, by written notice to Supplier. Upon receipt of written notice, Supplier must discontinue all deliveries affected unless written notice directs otherwise. In the event of termination, County will be liable only for materials procured, work completed or services rendered or supplies partially fabricated, within the authorization of PO. In no event will County be liable for
- incidental or consequential damages by reason of such termination.

 16. Equal Opportunity Employer. County is an Equal Employment Opportunity ("EEO") employer, and as such, requires all Suppliers to comply with EEO regulations with regards to race, color, religion, sex, national origin, age, disability or genetic information, as may be applicable to Supplier. Any subcontracts entered into, as authorized by County, must make reference to this clause with the same degree of application being encouraged.
- 17. Assignment. Supplier may not assign, transfer, or subcontract PO or any right or obligation under it without County's written consent. Any purported assignment, transfer, or subcontract will be null and void.
- 18. Venue & Applicable Law. The laws of the State of Florida govern validity, enforcement, and interpretation of PO. The sole jurisdiction and venue for any legal action in connection with PO will be in the courts of Seminole County, Florida.
- 19. Fiscal Non-Funding. In the event sufficient budgeted funds are not available for payment to Supplier for a new fiscal period, County shall notify Supplier of such occurrence and PO will terminate on the last day of the current fiscal period without penalty or expense to County
- 20. Public Records. Supplier acknowledges that PO and any related financial records, audits, reports, plans, correspondence and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. Supplier shall maintain all public records and, upon request, provide a copy of requested records or allow records to be inspected within a reasonable time. Supplier shall also ensure that any public records that are exempt or confidential from disclosure are not disclosed except as authorized by law. In event Supplier fails to abide by provisions of Chapter 119, Florida Statutes, County may, without prejudice to provisions of Chapter 119, Florida Statutes, County may, without prejudice to any other right or remedy and after giving Supplier seven (7) days written notice, during which period Supplier still fails to allow access to such documents, terminate PO. IF SUPPLIER HAS QUESTIONS REGARDING APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO SUPPLIER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO PO, CONTACT CUSTODIAN OF PUBLIC RECORDS AT: 407-665-7116, PURCH@SEMINOLECOUNTYFL.GOV, PURCHASING AND CONTRACTS DIVISION, 1301 E. SECOND STREET, SANFORD, FL 32771.
- 21. Right to Audit Records. County will be entitled to audit the books and records of Supplier to the extent that the books and records relate to this PO. Supplier must maintain books and records relating to this PO for a period of three (3) years from the date of final payment under the PO, unless the County authorizes otherwise in writing.
- 22. Severability. If any section, sentence, clause, phrase or portion of PO are, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion will be deemed separate, distinct, and independent and such holding will not affect validity of remaining portion of
- 23. Headings & Captions. All headings and captions contained in PO are provided for convenience only, do not constitute a part of PO, and may not be used to define, describe, interpret or construe any provision of PO. Rev 10/2021



IFB-604562-23/LNF Roadway Markings, Striping and Brick Texture Surfacing

ltem	No.	New Item Yes/No Modified	Item Description	Action	Quantity	Units	Unit Cost	Т	otal Cost
GRO	OUP I - SIGNING	/ DELINE	ATORS						
1	700-1-11	N	Single Post Sign, F&I Ground Mount, Up to 12 SF	F/I	20	AS	\$ 320.00	\$	6.400.00
2	700-1-12	N	Single Post Sign, F&I Ground Mount, 12-20 SF	F/I	5	AS	\$ 620.00	\$	3,100.00
3	700-1-13	N	Single Post Sign, F&I Ground Mount, 21-30 SF	F/I	5	AS	\$ 700.00	\$	3,500.00
4	700-1-14	N	Single Post Sign, F&I Ground Mount, 31+ SF	F/I	5	AS	\$ 840.00	\$	4,200.00
5	700-1-18	N	Single Post Sign, F&I Ground Mount, In- Street Flexible Post Sign	F/I	25	AS	\$ 280.00	\$	7,000.00
6	700-1-50	N	Single Post Sign, Relocate	+	25	AS	\$ 100.00	\$	2,500.00
7	700-1-60	N	Single Post Sign, Remove		50	AS	\$ 60.00	\$	3,000.00
8	700-3-101	М	Sign Panel, F&I Ground Mount, Up to 12 SF	F/I	10	EA	\$ 150.00	\$	1,500.00
9	700-3-102	М	Sign Panel, F&I Ground Mount, Up to 12-20 SF	F/I	20	EA	\$ 190.00	\$	3,800.00
10	705-11-1	N	Delineator, Flexible Tubular	F/I	30	EA	\$ 80.00	\$	2,400.00
11	705-11-3	N	Delineator, Flexible High Visibility Median	F/I	25	EA	\$ 330.00	\$	8,250.00
Sub-	- Total Group I						+ 000.00	\$	45,650.00
GRO	OUP II - STANDA	RD PAINT							
12	710-11-121	N	Painted Pavement Markings, Standard, White, Solid, 6"	F/I	25,000	LF	\$ 0.29	\$	7,250.00
13	710-11-122	N	Painted Pavement Markings, Standard, White, Solid, 8"	F/I	1,000	LF	\$ 0.37	\$	370.00
14	710-11-123	N	Painted Pavement Markings, Standard, White, Solid, 12"	F/I	5,000	LF	\$ 0.70	\$	3,500.00
15	710-11-124	N	Painted Pavement Markings, Standard, White, Solid, 18"	F/I	1,000	LF	\$ 0.80	\$	800.00
16	710-11-125	N	Painted Pavement Markings, Standard, White, Solid, 24"	F/I	1,000	LF	\$ 1.40	\$	1,400.00
17	710-11-131	N	Painted Pavement Markings, Standard, White, Skip, 10-30 or 3-9 Skip, 6"	F/I	600	LF	\$ 0.38	\$	228.00
18	710-11-141	N	Painted Pavement Markings, Standard, White, 2-4 Dotted Guideline / 6-10 Dotted Extension, 6"	F/I	300	LF	\$ 0.40	\$	120.00
19	710-11-143	N	Painted Pavement Markings, Standard, White, 2-2 Dotted Extension Line for Roundabout, 12"	F/I	100	LF	\$ 0.80	\$	80.00
20	711-11-190	N	Painted Pavement Markings, Standard, White, Island Nose	F/I	500	SF	\$ 0.80	\$	400.00
21	710-11-221	N	Painted Pavement Markings, Standard, Yellow, Solid, 6"	F/I	25,000	LF	\$ 0.30	\$	7,500.00
22	710-11-224	N	Painted Pavement Markings, Standard, Yellow, Solid, 18"	F/I	1,000	LF	\$ 0.80	\$	800.00
23	710-11-231	N	Painted Pavement Markings, Standard, Yellow, Skip, 6"	F/I	300	LF	\$ 0.37	\$	111.00
24	710-11-241	N	Painted Pavement Markings, Standard, Yellow, 2-4 Dotted Guideline / 6-10 Dotted Extension, 6"	F/I	150	LF	\$ 0.40	\$	60.00
25	711-11-290	N	Painted Pavement Markings, Standard, Yellow, Island Nose	F/I	1,500	SF	\$ 0.80	\$	1,200.00



26	710-11-321	N	Painted Pavement Markings, Standard, Black, Solid, 6"	F/I	5,000	LF	\$ 0.28	\$ 1,400.00
27	710-11-421	N	Painted Pavement Markings, Standard, Blue, Solid, 6"	F/I	1,000	LF	\$ 0.20	\$ 500.00
28	710-11-160-A	N	Painted Pavement Markings, Standard, White, Message "NO PARKING OR STANDING FIRE LANE"	F/I	5	EA	\$ 40.00	\$ 200.00
29	710-11-160-B	N	Painted Pavement Markings, Standard, White, Message, "SCHOOL"	F/I	10	EA	\$ 45.00	\$ 450.00
30	710-11-160-C	N	Painted Pavement Markings, Standard, White, Message, "MERGE"	F/I	5	EA	\$ 30.00	\$ 150.00
31	710-11-160-D	N	Painted Pavement Markings, Standard, White, Message, "YIELD"	F/I	5	EA	\$ 20.00	\$ 100.00
32	710-11-160-E	N	Painted Pavement Markings, Standard, White, Message, "RIGHT"	F/I	10	EA	\$ 20.00	\$ 200.00
33	710-11-160-F	N	Painted Pavement Markings, Standard, White, Message, "TRAIL"	F/I	5	EA	\$ 20.00	\$ 100.00
34	710-11-160-G	N	Painted Pavement Markings, Standard, White, Message, "XING"	F/I	5	EA	\$ 20.00	\$ 100.00
35	710-11-160-H	N	Painted Pavement Markings, Standard, White, Message, "LEFT"	F/I	10	EA	\$ 20.00	\$ 200.00
36	710-11-160-J	N	Painted Pavement Markings, Standard, White, Message, "TURN"	F/I	5	EA	\$ 20.00	\$ 100.00
37	710-11-160-K	N	Painted Pavement Markings, Standard, White, Message, "LANE"	F/I	5	EA	\$ 20.00	\$ 100.00
38	710-11-160-L	Ν	Painted Pavement Markings, Standard, White, Message, "ONLY"	F/I	5	EA	\$ 30.00	\$ 150.00
39	710-11-160-M	Ν	Painted Pavement Markings, Standard, White, Message, "STOP"	F/I	5	EA	\$ 25.00	\$ 125.00
40	710-11-160-N	N	Painted Pavement Markings, Standard, White, Message, "BUS"	F/I	5	EA	\$ 20.00	\$ 100.00
41	710-11-160-P	N	Painted Pavement Markings, Standard, White, Message, "RXR"	F/I	15	EA	\$ 30.00	\$ 450.00
42	710-11-160-Q	N	Painted Pavement Markings, Standard, White, Message, "MPH"	F/I	10	EA	\$ 20.00	\$ 200.00
43	710-11-160-R	N	Painted Pavement Markings, Standard, White, Message, "25"	F/I	10	EA	\$ 20.00	\$ 200.00
44	710-11-160-S	N	Painted Pavement Markings, Standard, White, Message, Miscellaneous 4 to 6 Letters	F/I	5	EA	\$ 50.00	\$ 250.00
45	710-11-160-T	N	Painted Pavement Markings, Standard, White, Symbol, Helmeted Bicyclist	F/I	50	EA	\$ 5.00	\$ 250.00
46	710-11-160-U	N	Painted Pavement Markings, Standard, White, Symbol, Bike Lane Arrow	F/I	50	EA	\$ 5.00	\$ 250.00
47	710-11-160-V	N	Painted Pavement Markings, Standard, White, Symbol, Wheelchair Accessible, 5' Height	F/I	5	EA	\$ 30.00	\$ 150.00



48	710-11-160-W	N	Painted Pavement Markings, Standard, White, Symbol, Wheelchair Accessible, 3' Height	F/I	5	EA	\$ 25.0	0 5	125.00
49	710-11-170	N	Painted Pavement Markings, Standard, White, Arrow, (Single)	F/I	10	EA	\$ 40.0	0 5	\$ 400.00
50	710-11-170-A	N	Painted Pavement Markings, Standard, White, Arrow, (Turn & Through)	F/I	10	EA	\$ 42.0	0 5	\$ 420.00
51	710-11-180	N	Painted Pavement Markings, Standard, White, Yield Line	F/I	5	LF	\$ 15.0	0 9	75.00
Sub	- Total Group II						, ,,,,	9	
GRO	OUP III - DURAB	LE PAINT							00,00 1.00
52	710-12-121	N	Painted Pavement Markings, Durable Paint, White, Solid, 6"	F/I	50,000	LF	\$ 0.3	6 \$	18,000.00
53	710-12-122	N	Painted Pavement Markings, Durable Paint, White, Solid, 8"	F/I	1,000	LF	\$ 0.4	2 \$	420.00
54	710-12-123	N	Painted Pavement Markings, Durable Paint, White, Solid, 12"	F/I	20,000	LF	\$ 1.4	0 \$	28,000.00
55	710-12-124	N	Painted Pavement Markings, Durable Paint, White, Solid, 18"	F/I	1,000	LF	\$ 1.4	5 \$	1,450.00
56	710-12-125	N	Painted Pavement Markings, Durable Paint, White, Solid, 24"	F/I	2,500	LF	\$ 2.8	0 \$	7,000.00
57	710-12-131	N	Painted Pavement Markings, Durable Paint, White, Skip, 10-30 or 3-9 Skip, 6"	F/I	1,200	LF	\$ 0.4	5 \$	540.00
58	710-12-141	N v	Painted Pavement Markings, Durable Paint, White, 2-4 Dotted Guideline / 6-10 Dotted Extension, 6"	F/I	600	LF	\$ 0.5	0 \$	300.00
59	710-12-143	N	Painted Pavement Markings, Durable Paint, White, 2-2 Dotted Extension Line for Roundabout, 12"	F/I	150	LF	\$ 1.5	0 \$	225.00
60	710-12-190	N	Painted Pavement Markings, Durable Paint, White, Island Nose	F/I	1,000	SF	\$ 1.5	0 \$	1,500.00
61	710-12-221	N	Painted Pavement Markings, Durable Paint, Yellow, Solid, 6"	F/I	50,000	LF	\$ 0.3	6 \$	18,000.00
62	710-12-224	N	Painted Pavement Markings, Durable Paint, Yellow, Solid, 18"	F/I	2,500	LF	\$ 1.4	5 \$	3,625.00
63	710-12-231	N	Painted Pavement Markings, Durable Paint, Yellow, Skip, 6"	F/I	600	LF	\$ 0.4	5 \$	270.00
64	710-12-241	N	Painted Pavement Markings, Durable Paint, Yellow, 2-4 Dotted Guideline / 6-10 Dotted Extension, 6"	F/I	300	LF	\$ 0.5	5	150.00
65	710-12-290	N	Painted Pavement Markings, Durable Paint, Yellow, Island Nose	F/I	2,500	SF	\$ 1.5	5	3,750.00
66	710-12-321	N	Painted Pavement Markings, Durable Paint Black, Solid 6"	F/I	10,000	LF	\$ 0.3	5 \$	3,500.00
67	710-12-421	N	Painted Pavement Markings, Durable Paint, Blue, Solid, 6"	F/I	1,000	LF	\$ 0.7) \$	
68	710-12-160-A	N	Painted Pavement Markings, Durable Paint, White, Message, "NO PARKING OR STANDING IN FIRE LANE"	F/I	10	EA	\$ 50.0	5	

	740 40 400 = 1		Painted Pavement Markings, Durable Paint, White, Message,					_	
69	710-12-160-B	N	"SCHOOL"	F/I	20	EA	\$ 45.00	\$	900.0
70	710-12-160-C	N	Painted Pavement Markings, Durable Paint, White, Message, "MERGE"	F/I	10	EA	\$ 30.00	\$	300.0
71	710-12-160-D	N	Painted Pavement Markings, Durable Paint, White, Message, "YIELD"	F/I	10	EA	\$ 25.00	\$	250.0
72	710-12-160-E	N	Painted Pavement Markings, Durable Paint, White, Message, "RIGHT"	F/I	15	EA	\$ 25.00	\$	375.0
73	710-12-160-F	N	Painted Pavement Markings, Durable Paint, White, Message, "TRAIL"	F/I	5	EA	\$ 25.00	\$	125.0
74	710-12-160-G	N	Painted Pavement Markings, Durable Paint, White, Message, "XING"	F/I	5	EA	\$ 25.00	\$	125.0
75	710-12-160-H	N	Painted Pavement Markings, Durable Paint, White, Message, "LEFT"	F/I	15	EA	\$ 22.00	\$	330.0
76	710-12-160-J	N	Painted Pavement Markings, Durable Paint, White, Message, "TURN"	F/I	10	EA	\$ 22.00	\$	220.00
77	710-12-160-K	N	Painted Pavement Markings, Durable Paint, White, Message, "LANE"	F/I	10	EA	\$ 22.00	\$	220.00
78	710-12-160-L	N	Painted Pavement Markings, Durable Paint, White, Message, "ONLY"	F/I	10	EA	\$ 45.00	\$	450.0
79	710-12-160-M	N	Painted Pavement Markings, Durable Paint, White, Message, "STOP"	F/I	10	EA	\$ 30.00	\$	300.00
80	710-12-160-N	N	Painted Pavement Markings, Durable Paint, White, Message, "BUS"	F/I	5	EA	\$ 22.00	\$	110.00
81	710-12-160-P	N	Painted Pavement Markings, Durable Paint, White, Message, "RXR"	F/I	25	EA	\$ 35.00	\$	875.00
82	710-12-160-Q	N	Painted Pavement Markings, Durable Paint, White, Message, "MPH"	F/I	10	EA	\$ 22.00	\$	220.00
83	710-12-160-R	N	Painted Pavement Markings, Durable Paint, White, Message, "25"	F/I	10	EA	\$ 22.00	\$	220.00
84	710-12-160-S	N	Painted Pavement Markings, Durable Paint, White, Message, Miscellaneous 4 to 6 Letters	F/I	5	EA	\$ 70.00	\$	350.00
85	710-12-160-T	N	Painted Pavement Markings, Durable Paint, White, Symbol, Helmeted Bicyclist	F/I	150	EA	\$ 8.00	\$	1,200.00
86	710-12-160-U	N	Painted Pavement Markings, Durable Paint, White, Symbol, Bike Lane Arrow	F/I	150	EA	\$ 8.00	\$	1,200.00
87	710-12-160-V	N	Painted Pavement Markings, Durable Paint, White, Symbol, Wheelchair Accessible, 5' Height	F/I	10	EA	\$ 45.00	\$	450.00
88	710-12-160-W	N	Painted Pavement Markings, Durable Paint, White, Symbol, Wheelchair Accessible, 3' Height	F/I	5	EA	\$ 40.00	\$	200.00
89	710-12-170	N	Painted Pavement Markings, Durable Paint, White, Arrow, (Single)	F/I	25	EA	\$ 70.00	\$	1,750.00



		Ι	Painted Pavement Markings, Durable Paint, White, Arrow,				_		_	
90	710-12-170-A	N	(Turn & Through)	F/I	10	EA	\$	75.00	\$	750.00
91	710-12-180	N	Painted Pavement Markings, Durable Paint, White, Yield Lines	F/I	5	LF	\$	20.00	\$	100.00
	- Total Group III				-		\$	-	\$	98,950.00
GRO	OUP IV - THERM	OPLASTI	C							
92	711-11-121	N	Thermoplastic, Standard, White, Solid, 6"	F/I	150,000	LF	\$	0.96	\$	144,000.00
93	711-11-122	N	Thermoplastic, Standard, White, Solid, 8"	F/I	1,500	LF	\$	1.40	\$	2,100.00
94	711-11-123	N	Thermoplastic, Standard, White, Solid, 12"	F/I	20,000	LF	\$	3.00	\$	60,000.00
95	711-11-124	N	Thermoplastic, Standard, White, Solid, 18"	F/I	1,000	LF	\$	4.00	\$	4,000.00
96	711-11-125	N	Thermoplastic, Standard, White, Solid, 24"	F/I	5,000	LF	\$	6.00	\$	30,000.00
97	711-11-131	N	Thermoplastic, Standard, White, Skip, 10-30 or 3-9 Skip, 6"	F/I	4,000	LF	\$	1.10	\$	4,400.00
98	711-11-141	N	Thermoplastic, Standard, White, 2-4 Dotted Guideline / 6-10 Dotted Extension, 6"	F/I	2,000	LF	\$	1.10	\$	2,200.00
99	711-11-143	N	Thermoplastic, Standard, White, 2-2 Dotted Extension Line for Roundabout, 12"	F/I	150	LF	\$	3.00	\$	450.00
100	711-11-221	N	Thermoplastic, Standard, Yellow, Solid, 6"	F/I	150,000	LF	\$	0.96	\$	144,000.00
101	711-11-224	N	Thermoplastic, Standard, Yellow, Solid, 18"	F/I	2,500	LF	\$	4.00	\$	10,000.00
102	711-11-231	N	Thermoplastic, Standard, Yellow, Skip, 6"	F/I	2,000	LF	\$	1.10	\$	2,200.00
103	711-11-241	N	Thermoplastic, Standard, Yellow, 2-4 Dotted Guideline / 6-10 Dotted Extension, 6"	F/I	1,000	LF	\$	1.10	\$	1,100.00
104	711-11-421	N	Thermoplastic, Standard, Blue, Solid, 6"	F/I	500	LF	\$	3.80	\$	1,900.00
105	711-11-160-A	N	Thermoplastic, Standard, White, Message, "NO PARKING OR STANDING IN FIRE LANE"	F/I	20	EA	\$	200.00	\$	4,000.00
106	711-11-160-B	N	Thermoplastic, Standard, White, Message, "SCHOOL"	F/I	150	EA	\$	140.00	\$	21,000.00
107	711-11-160-C	N	Thermoplastic, Standard, White, Message, "MERGE"	F/I	35	EA	\$	130.00		4,550.00
108	711-11-160-D	N	Thermoplastic, Standard, White, Message, "YIELD"	F/I	25	EA	\$	65.00	_	1,625.00
109	711-11-160-E	N	Thermoplastic, Standard, White, Message, "RIGHT"	F/I	50	EA	\$	65.00		3,250.00
110	711-11-160-F	N	Thermoplastic, Standard, White, Message, "TRAIL"	F/I	5	EA	\$	150.00	\$	750.00
111	711-11-160-G	N	Thermoplastic, Standard, White, Message, "XING"	F/I	5	EA	\$	150.00		750.00
112	711-11-160-H	N	Thermoplastic, Standard, White, Message, "LEFT"	F/I	50	EA	\$	65.00	\$	3,250.00
113	711-11-160-J	N	Thermoplastic, Standard, White, Message, "TURN"	F/I	50	EA	\$	65.00		3,250.00
114	711-11-160-K	N	Thermoplastic, Standard, White, Message, "LANE"	F/I	50	EA	\$	65.00	\$	3,250.00
115	711-11-160-L	N	Thermoplastic, Standard, White, Message, "ONLY"	F/I	75	EA	\$	140.00	\$	10,500.00
116	711-11-160-M	N	Thermoplastic, Standard, White, Message, "STOP"	F/I	20	EA	\$	100.00	\$	2,000.00
117	711-11-160-N	N	Thermoplastic, Standard, White, Message, "BUS"	F/I	15	EA	\$	40.00	\$	600.00
118	711-11-160-P	N	Thermoplastic, Standard, White, Message, "RXR"	F/I	75	EA	\$	130.00	\$	9,750.00
119	711-11-160-Q	N	Thermoplastic, Standard, White, Message, "MPH"	F/I	15	EA	\$	55.00	\$	825.00
120	711-11-160-R	N	Thermoplastic, Standard, White, Message, "25"	F/I	15	EA	\$	40.00		600.00
121	711-11-160-S	N	Thermoplastic, Standard, White, Message, Miscellaneous 4 to 6 Letters	F/I	5	EA	\$	180.00	\$	900.00



Page 32 of 36

122	711-11-160-T	N	Thermoplastic, Standard, White, Symbol, Helmeted Bicyclist	F/I	250	EA	\$ 135.00	\$	33,750.00
123	711-11-160-U	N	Thermoplastic, Standard, White, Symbol, Bike Lane Arrow	F/I	250	EA	\$ 75.00	\$	18,750.00
124	711-11-160-V	N	Thermoplastic, Standard, White, Symbol, Wheelchair Accessible, 5' Height	F/I	25	EA	\$ 90.00	\$	2,250.00
125	711-11-160-W	N	Thermoplastic, Standard, White, Symbol, Wheelchair Accessible, 3' Height	F/I	15	EA	\$ 80.00	\$	1,200.00
126	711-11-170	N	Thermoplastic, Standard, White, Arrow, (Single)	F/I	75	EA	\$ 90.00	\$	6,750.00
127	711-11-170-A	Ν	Thermoplastic, Standard, White, Arrow, (Turn & Through)	F/I	50	EA	\$ 100.00	\$	5,000.00
128	711-11-180	N	Thermoplastic, Standard, White, Yield Line	F/I	20	LF	\$ 10.00	\$	200.00
129	711-17	N	Thermoplastic, Remove Exist. Thermoplastic Pavement Markings		5,000	LF	\$ 1.80	\$	9,000.00
130	711-12-121	N	Thermoplastic, Refurbishment, White, Solid, 6"	F/I	150,000	LF	\$ 0.85	\$	127,500.00
131	711-12-122	N	Thermoplastic, Refurbishment, White, Solid, 8"	F/I	1,500	LF	\$ 1.20	\$	1,800.00
132	711-12-123	N	Thermoplastic, Refurbishment, White, Solid, 12"	F/I	20,222	LF	\$ 2.75		55,610.50
133	711-12-124	N	Thermoplastic, Refurbishment, White, Solid, 18"	F/I	1,500	LF	\$ 3.60	_	5,400.00
134	711-12-125	N	Thermoplastic, Refurbishment, White, Solid, 24"	F/I	7,500	LF	\$ 5.20	_	39,000.00
135	711-12-131	N	Thermoplastic, Refurbishment, White, Skip, 10-30 or 3-9 Skip, 6"	F/I	4,000	LF	\$ 0.92	\$	3,680.00
136	711-12-141	N	Thermoplastic, Refurbishment, White, 2-4 Dotted Guideline / 6-10 Dotted Extension, 6"	F/I	2,000	LF	\$ 0.92	\$	1,840.00
137	711-12-143	N	Thermoplastic, Refurbishment, White, 2-2 Dotted Extension Line for Roundabout, 12"	F/I	150	LF	\$ 2.90	\$	435.00
138	711-12-221	N	Thermoplastic, Refurbishment, Yellow, Solid, 6"	F/I	150,000	LF	\$ 0.85	\$	127,500.00
139	711-12-224	Ν	Thermoplastic, Refurbishment, Yellow, Solid, 18"	F/I	3,500	LF	\$ 3.60	_	12,600.00
140	711-12-231	N	Thermoplastic, Refurbishment, Yellow, Skip, 6"	F/I	2,000	LF	\$ 0.92	\$	1,840.00
141	711-12-241	N	Thermoplastic, Refurbishment, Yellow, 2-4 Dotted Guideline / 6-10 Dotted Extension, 6"	F/I	1,000	LF	\$ 0.92	\$	920.00
142	711-12-421	N	Thermoplastic, Refurbishment, Blue, Solid, 6"	F/I	500	LF	\$ 4.00	\$	2,000.00
143	711-12-160-A	N	Thermoplastic, Refurbishment, White, Message, "NO PARKING OR STANDING IN FIRE LANE"	F/I	10	EA	\$ 90.00	\$	900.00
144	711-12-160-B	N	Thermoplastic, Refurbishment, White, Message, "SCHOOL"	F/I	25	EA	\$ 150.00	\$	3,750.00
145	711-12-160-C	N	Thermoplastic, Refurbishment, White, Message, "MERGE"	F/I	15	EA	\$ 70.00		1,050.00
146	711-12-160-D	N	Thermoplastic, Refurbishment, White, Message, "YIELD"	F/I	10	EA	\$ 22.00		220.00
147	711-12-160-E	N	Thermoplastic, Refurbishment, White, Message, "RIGHT"	F/I	50	EA	\$ 22.00		1,100.00
148	711-12-160-F	N	Thermoplastic, Refurbishment, White, Message, "TRAIL"	F/I	5	EA	\$ 150.00		750.00
149	711-12-160-G	N	Thermoplastic, Refurbishment, White, Message, "XING"	F/I	5	EA	\$ 150.00		750.00
150	711-12-160-H	N	Thermoplastic, Refurbishment, White, Message, "LEFT"	F/I	50	EA	\$ 22.00		1,100.00
151	711-12-160-J	N	Thermoplastic, Refurbishment, White, Message, "TURN"	F/I	25	EA	\$ 22.00		550.00
152	711-12-160-K	N	Thermoplastic, Refurbishment, White, Message, "LANE"	F/I	25	EA	\$ 22.00		550.00
153	711-12-160-L	N	Thermoplastic, Refurbishment, White, Message, "ONLY"	F/I	50	EA	\$ 120.00	_	6,000.00
154	711-12-160-M	N	Thermoplastic, Refurbishment, White, Message, "STOP"	F/I	10	EA	\$ 60.00		600.00



155 156 157 158	711-12-160-N	N		_				_	
157			Thermoplastic, Refurbishment, White, Message, "BUS"	F/I	10	EA	\$ 22.00		220.00
	711-12-160-P	N	Thermoplastic, Refurbishment, White, Message, "RXR"	F/I	50	EA	\$ 150.00	\$	7,500.00
158	711-12-160-Q	N	Thermoplastic, Refurbishment, White, Message, "MPH"	F/I	10	EA	\$ 22.00	\$	220.00
$\overline{}$	711-12-160-R	N	Thermoplastic, Refurbishment, White, Message, "25"	F/I	10	EA	\$ 22.00	\$	220.00
159	711-12-160-S	N	Thermoplastic, Refurbishment, White, Message, Miscellaneous 4 to 6 Letters	F/I	5	EA	\$ 180.00	\$	900.00
160	711-12-160-T	N	Thermoplastic, Refurbishment, White, Symbol, Helmeted Bicyclist	F/I	125	EA	\$ 60.00	\$	7,500.00
161	711-12-160-U	N	Thermoplastic, Refurbishment, White, Symbol, Bike Lane Arrow	F/I	125	EA	\$ 25.00	\$	3,125.00
162	711-12-160-V	N	Thermoplastic, Refurbishment, White, Symbol, Wheelchair Accessible, 5' Height	F/I	10	EA	\$ 40.00	\$	400.00
163	711-12-160-W	N	Thermoplastic, Refurbishment, White, Symbol, Wheelchair Accessible, 3' Height	F/I	5	EA	\$ 40.00	\$	200.00
164	711-12-170	N	Thermoplastic, Refurbishment, White, Arrow, (Single)	F/I	75	EA	\$ 92.00	\$	6,900.00
165	711-12-170-A	N	Thermoplastic, Refurbishment, White, Arrow, (Turn & Through)	F/I	75	EA	\$ 100.00	<u> </u>	7,500.00
166	711-12-180	Ν	Thermoplastic, Refurbishment, White, Yield Line	F/I	25	LF	\$ 10.00	\$	250.00
167	711-14-660	N	Thermoplastic, Preformed, Multi-Color Route Shield	F/I	2	EA	\$ 2,000.00		4,000.00
168	711-14-660-A	N	Preformed Thermoplastic Pedestrian Symbols (Yellow and Black)	F	10	EA	\$ 880.00	\$	8,800.00
	Total Group IV						 	\$	999,280.50
GRO	UP V - MISCELI	LANEOUS			Sales Hellings				000,200.00
169	523-1	N	Patterned Pavement Preformed Thermoplastic, Vehicular Areas, (Flint Trading or Equivalent)	F/I	2,500	SY	\$ 180.00	\$	450,000.00
170	527-2-1	N	Preformed Red Thermoplastic, Detectable Warning Mat	F/I	3,500	SF	\$ 3.00	\$	10,500.00
171	527-2-2	N	Pre-Molded Red Detectable Warning Mat (Safety Step TD Ramp Up Mat or Equivalent)	F/I	3,500	SF	\$ 32.00	\$	112,000.00
172	527-3	N	Remove Existing Detectable Warnings		1,500	SF	\$ 5.00	\$	7,500.00
173	706-3	N	Retro Reflective Pavement Markers Class B (FDOT 706)	F/I	25,000	EA	\$	\$	98,750.00
174	706-1-32	N	Retro Reflective Pavement Markers (Remove)	F/I	10,000	EA	\$	\$	3,000.00
175	713-103-101	N	Permanent Tape, White, Solid, 6" For Concrete Bridges	F/I	2,500	LF	\$	\$	10,500.00
176	713-103-201	N	Permanent Tape, Yellow, Solid, 6" For Concrete Bridges	F/I	2,500	LF	\$ 4.20	\$	10,500.00
177	999-A	N	Barrier Wall / Guardrail Markers	F/I	150	EA	\$	\$	2,250.00
178	999-B	N	Lay-out for Striping	F/I	75,000	LF	\$ 0.12	\$	9,000.00
179	999-C	N	Lay-out for Symbol	F/I	100	EA	\$ 23.00	\$	2,300.00
1/9	999-D	N	Lay-out for Message	F/I	100	EA	\$ 17.00	\$	1,700.00
180				. / .		LF			
	999-E	N	Clearing Dirt / Grass from Edgeline		30 000 1	1 - 1	 () 22 1	-\$	6 600 00
180		N N	Clearing Dirt / Grass from Edgeline Temporary Tape (6" Foil Backed) Roll	F	30,000		\$ 0.22	\$	6,600.00
180 181	999-E		Clearing Dirt / Grass from Edgeline Temporary Tape (6" Foil Backed) Roll Rumble Strips 0.5" thickness 2" width	F F/I	150 150	LF LF EA	\$	\$	6,600.00 300.00 3,750.00

185	701-11-111	N	Audible/Vibratory Pvmt Marking, Std, White Solid 6"	F/I	34,000	EA	\$ 1.55	1 \$	52,700.00
186	701-11-211	N	Audible/Vibratory Pvmt Marking, Std, Yellow Solid 6"	F/I	5.800	EA	\$ 1.55	_	8,990.00
187	701-11-231	N	Audible/Vibratory Pvmt Marking, Std, Yellow Skip 6"	F/I	36,800	EA	\$ 1.55	<u> </u>	57,040.00
188	711-18	N	Surface Preparation Planing 6"	F/I	43,480	EA	\$ 0.55	_	23,914.00
189	706-3-PSA-YY	N	Retro Reflective Pavement Markers with Pressure-Sensitive Adhesive (Furnish Only) (Lots of 100 Per CTN - Yellow/Yellow)	F	5	EA	\$ 450.00		2,250.00
190	706-3-PSA-WR	N	Retro Reflective Pavement Markers with Pressure-Sensitive Adhesive (Furnish Only) (Lots of 100 Per CTN -White/Red)	F	5	EA	\$ 450.00	\$	2,250.00
191	706-3-PSA-BB	N	Retro Reflective Pavement Markers with Pressure-Sensitive Adhesive (Furnish Only) (Lots of 100 Per CTN -Two Way Blue)	F	5	EA	\$ 450.00	\$	2,250.00
192	523-1-TPXD	Υ	Patterned Pavement Preformed Thermoplastic, TrafficPatternsXD Stamped Brick Pattern (Herringbone or Running Bond)	F/I	400	SY	\$ 225.00	\$	90,000.00
193	QK-SEPR	Υ	Qwick Kurb Traffic Separator with Flexible Mash Bollards	F/I	300	LF	\$ 115.00	\$	34,500.00
Sub-	Total Group V							¢ 1	.010.044.00

Agreement Name:	Roadway Markings, Striping and Brick Texture Surfacing
Agreement Numbe	[IFB-604562-23/LNF

AFFIDAVIT OF E-VERIFY REQUIREMENTS COMPLIANCE

The CONSULTANT/CONTRACTOR agrees to comply with section 448.095, Florida Statutes, and to incorporate in all subcontracts the obligation to comply with section 448.095, Florida Statutes.

- The CONSULTANT/CONTRACTOR shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the CONSULTANT during the term of the Agreement and shall expressly require any subcontractors performing work or providing services pursuant to the Agreement to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Agreement term.
- 2. That the CONSULTANT/CONTRACTOR understands and agrees that its failure to comply with the verification requirements of Section 448.095, Florida Statutes or its failure to ensure that all employees and subcontractors performing work under Agreement Number IFB-604562-23/LNF are legally authorized to work in the United States and the State of Florida, constitutes a breach of this Agreement for which Seminole County may immediately terminate the Agreement without notice and without penalty. The CONSULTANT/CONTRACTOR further understands and agrees that in the event of such termination, the CONSULTANT/CONTRACTOR shall be liable to the county for any costs incurred by the County as a result of the CONSULTANT'S/CONTRACTOR'S breach. DATED this

termination, the	CONSULTANT/CONTRA	ACTOR shall be liable to the county for any cos NT'S/CONTRACTOR'S breach. DATED this, 20_23
		Fausnight Stripe and Line, Inc. Consultant Name By: Jacksuylus Print/Type Name: Phillip J Fausnight Title: President
STATE OF Florida		
COUNTY OF Seminole		

Sworn to (or affirmed) and subscribed before me by means of \square physical presence OR \square online notarization, this <u>18th</u> day of <u>August</u>, 20<u>23</u>, by <u>Phillip J Fausnight</u> (Full Name of Affiant).



Print/Type Name Coust Mercedes
Notary Public in and for the County

and State Aforementioned

My commission expires: /2/19/2029

E-Verify Affidavit Revised 5/19/2021