

CONTRACT REVIEW CHECKLIST

CONTRACT TYPE: Commodity

SUBJECT: Project known as: Sign Materials for the Department of Transportation
Between Lee County and Allied Tube and Conduit Corporation

Reference: Department Director approval: N/A
County Administrator approval: N/A

Reference: Board action approving contract/agreement
Board Date: 9/5/2017 Agenda Item No.: 27

The subject contract is forwarded herewith for review and/or endorsements:

(1) **By the Director of:** Routed by Procurement *Project Sponsoring Department*

Recommendation to execute
 Not recommending execution for the following reason(s):

Date received: _____ Date returned/forwarded: _____
Signed: _____

(2) **By Procurement Management:**

Recommending execution
 Not recommending execution for the following reason(s):

Procurement Contract Reviewed by: _____ Date: _____
Date received: Sept 19, 2017 Date returned/forwarded: 9/25/17
Signed: *[Signature]*

(3) **By the Risk Management**

Recommending execution
 Not recommending execution for the following reason(s)

Date received: Sept 27, 2017 Date returned/forwarded: Sept 29, 2017
Signed: *[Signature]*

(4) **By the County Attorney:**

Recommending execution
 Not recommending execution for the following reason(s)

Date received: 10/2/17 Date returned/forwarded: 10/2/17
Signed: *[Signature]*

(5) **Board**

(6) **Clerk's Office, Minutes Department**

(7) **Procurement Management**

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LEE CO. ATTORNEY
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MINUTES OFFICE
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**AGREEMENT FOR
SIGN BLANKS, POSTS, HARDWARE, AND MISCELLANEOUS SIGN
MATERIALS FOR DOT TRANSPORTATION**

THIS AGREEMENT ("Agreement") is made and entered into as of the date of execution by both parties, by and between Lee County, a political subdivision of the State of Florida, hereinafter referred to as the "County" and Allied Tube & Conduit Corporation, a Delaware corporation authorized to do business in the State of Florida, whose address is 16100 S. Lathrop Ave., Harvey, IL 60426, and whose federal tax identification number is 36-2425517, hereinafter referred to as "Vendor."

WITNESSETH

WHEREAS, the County intends to purchase sign blanks, posts, hardware, and miscellaneous sign materials from the Vendor in connection with "Sign Blanks, Posts, Hardware, and Miscellaneous Sign Materials for DOT Transportation" (the "Purchase"); and,

WHEREAS, the County issued Solicitation No. B170108DKR on February 17, 2017; and,

WHEREAS, the County evaluated the responses received and found the Vendor qualified to provide the necessary products; and,

WHEREAS, the County posted a Notice of Intended Decision on April 20, 2017; and,

WHEREAS, the Vendor has reviewed the products and services to be supplied pursuant to this Agreement and is qualified, willing and able to provide all such products and services in accordance with its terms.

NOW, THEREFORE, the County and the Vendor, in consideration of the mutual covenants contained herein, do agree as follows:

I. PRODUCTS AND SERVICES

The Vendor agrees to diligently provide all products and services for the Purchase in accordance with the project Scope of Services made part of this Agreement as Exhibit A, attached hereto and incorporated herein. Vendor shall comply strictly with all of the terms and conditions of Solicitation No. B170108DKR, a copy of which is on file with the County's Department of Procurement Management and is deemed incorporated into this Agreement.

II. TERM AND DELIVERY

A. This Agreement shall commence immediately upon execution by both the County and the Vendor, and shall continue on for a one-year (1) period on an "as need basis." There may be an option to extend this contract as

specified in the Scope of Work or specifications upon the approval of both the County and the Vendor at the time of extension or renewal for three (3) additional one (1) year periods.

- B. A purchase order must be issued by the County before commencement of any work or purchase of any goods related to this Agreement.

III. COMPENSATION AND PAYMENT

- A. The County shall pay the Vendor in accordance with the terms and conditions of this Agreement for providing all products and services as set forth in Exhibit A, and further described in Exhibit B, Fee Schedule, attached hereto and incorporated herein. Said total amount to be all inclusive of costs necessary to provide all products and services as outlined in this Agreement, and as supported by the Vendor's submittal in response to Solicitation No. B170108DKR.
- B. Notwithstanding the preceding, Vendor shall not make any deliveries or perform any work under this Agreement until receipt of a purchase order from the County. Vendor acknowledges and agrees that no minimum order or amount of product or work is guaranteed under this Agreement and County may elect to issue no purchase orders. If a purchase order is issued, the County reserves the right to amend, reduce, or cancel the purchase order in its sole discretion.
- C. All funds for payment by the County under this Agreement are subject to the availability of an annual appropriation for this purpose by the County. In the event of nonappropriation of funds by the County for the services provided under this Agreement, the County will terminate the contract, without termination charge or other liability, on the last day of the then current fiscal year or when the appropriation made for the then-current year for the services covered by this Agreement is spent, whichever event occurs first. If at any time funds are not appropriated for the continuance of this Agreement, cancellation shall be accepted by the Vendor on thirty (30) days' prior written notice, but failure to give such notice shall be of no effect and the County shall not be obligated under this Agreement beyond the date of termination.

IV. METHOD OF PAYMENT

- A. The County shall pay the Vendor in accordance with the Local Government Prompt Payment Act, Section 218.70, Florida Statutes, upon receipt of the Vendor's invoice and written approval of same by the County indicating that the products and services have been provided in conformity with this Agreement.

- B. The Vendor shall submit an invoice for payment to the address indicated on the purchase order on a monthly basis for those specific products and services as described in Exhibit A (and the corresponding fees as described in Exhibit B) that were provided during that invoicing period.
- C. For partial shipments or deliveries, progress payments shall be paid monthly in proportion to the percentage of products and services delivered on those specific line items as approved in writing by the County.

V. ADDITIONAL PURCHASES

- A. No changes to this Agreement or the performance contemplated hereunder shall be made unless the same are in writing and signed by both the Vendor and the County.
- B. If the County requires the Vendor to perform additional services or provide additional product(s) related to this Agreement, then the Vendor shall be entitled to additional compensation based on the Fee Schedule as amended to the extent necessary to accommodate such additional work or product(s). The additional compensation shall be agreed upon before commencement of any additional services or provision of additional product(s) and shall be incorporated into this Agreement by written amendment. The County shall not pay for any additional service, work performed or product provided before a written amendment to this Agreement.

Notwithstanding the preceding, in the event additional services are required as a result of error, omission or negligence of the Vendor, the Vendor shall not be entitled to additional compensation.

VI. LIABILITY OF VENDOR

- A. The Vendor shall save, defend, indemnify and hold harmless the County from and against any and all claims, actions, damages, fees, fines, penalties, defense costs, suits or liabilities which may arise out of any act, neglect, error, omission or default of the Vendor arising out of or in any way connected with the Vendor or subcontractor's performance or failure to perform under the terms of this Agreement.
- B. This section shall survive the termination or expiration of this Agreement.

VII. VENDOR'S INSURANCE

- A. Vendor shall procure and maintain insurance as specified in Exhibit C Insurance Requirements, attached hereto and made a part of this Agreement.
- B. Vendor shall, on a primary basis and at its sole expense, maintain in full force and effect, at all times during the life of this Agreement, insurance

coverage (including endorsements) and limits as described in Exhibit C. These requirements, as well as the County's review or acceptance of insurance maintained by Vendor, are not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Vendor under this Agreement. Insurance carriers providing coverage required herein must be licensed to conduct business in the State of Florida and must possess a current A.M. Best's Financial Strength Rating of B+ Class VII or better. No changes are to be made to these specifications without prior written specific approval by County Risk Management.

VIII. RESPONSIBILITIES OF THE VENDOR

- A. The Vendor shall be responsible for the quality and functionality of all products supplied and services performed by or at the behest of the Vendor under this Agreement. The Vendor shall, without additional compensation, correct any errors or deficiencies in its products, or if directed by County, supply a comparable replacement product or service.
- B. The Vendor warrants that it has not employed or retained any company or person (other than a bona fide employee working solely for the Vendor), 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 the Vendor, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award of this Agreement.
- C. The Vendor shall comply with all federal, state, and local laws, regulations and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this Agreement.
- D. Vendor specifically acknowledges its obligations to comply with Section 119.0701, Florida Statutes, with regard to public records, and shall:
 - 1) keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the services required under this Agreement;
 - 2) 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 at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
 - 3) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law; and

- 4) meet all requirements for retaining public records and transfer, at no cost to the County, all public records in possession of Vendor upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the County in a format that is compatible with the information technology system of the County.

IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 239-533-2221, 2115 SECOND STREET, FORT MYERS, FL 33901, publicrecords@leegov.com; <http://www.leegov.com/publicrecords>.

- E. The Vendor is, and shall be, in the performance of all work, services and activities under this Agreement, an independent contractor. Vendor is not an employee, agent or servant of the County and shall not represent itself as such. All persons engaged in any work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to the Vendor's sole direction, supervision and control. The Vendor shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Vendor's relationship and the relationship of its employees to the County shall be that of an independent contractor and not as employees of the County. The Vendor shall be solely responsible for providing benefits and insurance to its employees.

IX. OWNERSHIP OF PRODUCTS

It is understood and agreed that all products provided under this Agreement shall become the property of the County upon acceptance by the County.

X. TIMELY DELIVERY OF PRODUCTS AND PERFORMANCE OF SERVICES

- A. The Vendor shall ensure that all of its staff, contractors and suppliers involved in the production or delivery of the products are fully qualified and capable to perform their assigned tasks.
- B. The personnel assigned by the Vendor to perform the services pursuant to this Agreement shall comply with the terms set forth in this Agreement.
- C. The Vendor specifically agrees that all products shall be delivered within the time limits as set forth in this Agreement, subject only to delays caused by force majeure, or as otherwise defined herein. "Force majeure" shall be

deemed to be any unforeseeable and unavoidable cause affecting the performance of this Agreement arising from or attributable to acts, events, omissions or accidents beyond the control of the parties.

XI. COMPLIANCE WITH APPLICABLE LAW

This Agreement shall be governed by the laws of the State of Florida. Vendor shall promptly comply with all applicable federal, state, county and municipal laws, ordinances, regulations, and rules relating to the services to be performed hereunder and in effect at the time of performance. Vendor shall conduct no activity or provide any service that is unlawful or offensive.

XII. TERMINATION

- A. The County shall have the right at any time upon fifteen (15) days' written notice to the Vendor to terminate this Agreement in whole or in part for any reason whatsoever. In the event of such termination, the County shall be responsible to Vendor only for fees and compensation earned by the Vendor, in accordance with Section III, prior to the effective date of said termination. In no event shall the County be responsible for lost profits of Vendor or any other elements of breach of contract.
- B. After receipt of a notice of termination, except as otherwise directed, the Vendor shall stop work on the date of receipt of the notice of termination or other date specified in the notice; place no further orders or subcontracts for materials, services, or facilities except as necessary for completion of such portion of the work not terminated; terminate all vendors and subcontracts; and settle all outstanding liabilities and claims.
- C. The County's rights under this Agreement shall survive the termination or expiration of this Agreement and are not waived by final payment or acceptance and are in addition to the Vendor's obligations under this Agreement.

XIII. DISPUTE RESOLUTION

- A. In the event of a dispute or claim arising out of this Agreement, the parties agree first to try in good faith to settle the dispute by direct discussion. If this is unsuccessful, the parties may enter into mediation in Lee County, Florida, with the parties sharing equally in the cost of such mediation.
- B. In the event mediation, if attempted, is unsuccessful in resolving a dispute, the parties may proceed to litigation as set forth below.
- C. Any dispute, action or proceeding arising out of or related to this Agreement will be exclusively commenced in the state courts of Lee County, Florida, or where proper subject matter jurisdiction exists, in the United States District

Court for the Middle District of Florida. Each party irrevocably submits and waives any objections to the exclusive personal jurisdiction and venue of such courts, including any objection based on forum non conveniens.

- D. This Agreement and the rights and obligations of the parties shall be governed by the laws of the State of Florida without regard to its conflict of laws principles.
- E. Unless otherwise agreed in writing, the Vendor shall be required to continue all obligations under this Agreement during the pendency of a claim or dispute including, but not limited to, actual periods of mediation or judicial proceedings.

XIV. STOP WORK ORDER

The County may, at any time, by written order to the Vendor, require the Vendor to stop all or any part of the work called for by this Agreement. Any order shall be identified specifically as a stop work order issued pursuant to this clause. This order shall be effective as of the date the order is delivered to the Vendor. Upon receipt of such an order, the Vendor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. The Vendor shall not resume work unless specifically so directed in writing by the County. The County may take one of the following actions:

1. Cancel the stop work order; or
2. Terminate the work covered by the order; or
3. Terminate the Agreement in accordance with provisions contained in Section XI.

In the event the County does not direct the Vendor to resume work, the stop work order may be converted into a notice of termination for convenience pursuant to Section XI. The notice period for such termination shall be deemed to commence on the date of issuance of the stop work order. In the event the County does not direct the Vendor to resume work within ninety (90) days, the Vendor may terminate this Agreement.

XV. VENDOR WARRANTY

- A. All products provided under this Agreement shall be new (unless specifically identified otherwise in Exhibit B) and of the most suitable grade for the purpose intended.
- B. If any product delivered does not meet performance representations or other quality assurance representations as published by manufacturers, producers or distributors of the products or the specifications listed in this

Agreement, the Vendor shall pick up the product from the County at no expense to the County. The County reserves the right to reject any or all materials if, in its judgment, the item reflects unsatisfactory workmanship or manufacturing or shipping damage. In such case, the Vendor shall refund to the County any money which has been paid for same.

XVI. MISCELLANEOUS

- A. This Agreement constitutes the sole and complete understanding between the parties and supersedes all other contracts between them, whether oral or written, with respect to the subject matter. No amendment, change or addendum to this Agreement is enforceable unless agreed to in writing by both parties and incorporated into this Agreement.
- B. The Vendor shall not assign any interest in this Agreement and shall not transfer any interest in same (whether by assignment or novation) without the prior written consent of the County, except that claims for the money due or to become due to the Vendor from the County under this Agreement may be assigned to a financial institution or to a trustee in bankruptcy without such approval from the County. Notice of any such transfer or assignment due to bankruptcy shall be promptly given to the County.
- C. The exercise by either party of any rights or remedies provided herein shall not constitute a waiver of any other rights or remedies available under this Agreement or any applicable law.
- D. The failure of the County to enforce one or more of the provisions of the Agreement shall not be construed to be and shall not be a waiver of any such provision or provisions or of its right thereafter to enforce each and every such provision.
- E. The parties covenant and agree that each is duly authorized to enter into and perform this Agreement and those executing this Agreement have all requisite power and authority to bind the parties.
- F. Neither the County's review, approval or acceptance of, nor payment for, the products and services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.
- G. If the Vendor is comprised of more than one legal entity, each entity shall be jointly and severally liable hereunder.
- H. Any notices of default or termination shall be sufficient if sent by the parties via United States certified mail, postage paid, or via a nationally recognized delivery service, to the addresses listed below:

Vendor's Representative:

Name: Aaron Scott

Title: Contract Manager

Address: 16100 S. Lathrop Ave
Harvey, IL 60426

Telephone: 800-882-5543

Facsimile: N/A

E-mail: telespar@alliedtube.com

County's Representatives:

Names:	<u>Roger Desjarlais</u>	<u>Mary Tucker</u>
Titles:	<u>County Manager</u>	<u>Director of Procurement Management</u>
Address:	<u>P.O. Box 398</u>	
	<u>Fort Myers, FL 33902</u>	
Telephone:	<u>239-533-2221</u>	<u>239-533-8881</u>
Facsimile:	<u>239-485-2262</u>	<u>239-485-8383</u>
E-Mail:	<u>rdesjarlais@leegov.com</u>	<u>mtucker@leegov.com</u>

- I. Any change in the County's or the Vendor's Representative will be promptly communicated by the party making the change.
- J. Paragraph headings are for the convenience of the parties and for reference purposes only and shall be given no legal effect.
- K. In the event of conflicts or inconsistencies, the documents shall be given precedence in the following order:
 - 1. Agreement
 - 2. County's Purchase Order
 - 3. Solicitation No. B170108DKR
 - 4. Vendor's Submittal in Response to Solicitation No. B170108DKR

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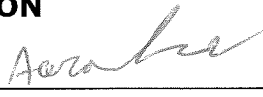
IN WITNESS WHEREOF, the parties have executed this Agreement as of the date last below written.

WITNESS:

Signed By: 

Print Name: Christine Jones

ALLIED TUBE & CONDUIT CORPORATION

Signed By: 

Print Name: Aaron Scott

Title: Contract Manager

Date: 6-13-2017

LEE COUNTY

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

BY: 

Vice CHAIR

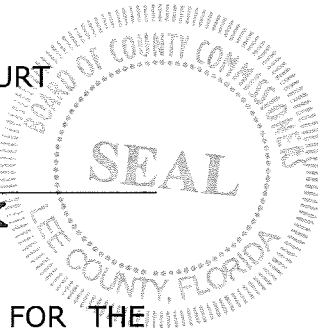
Commissioner Cecil L. Pendergrass
Lee County Board of County Commissioners
District 2

DATE: 10-6-17

ATTEST:
CLERK OF THE CIRCUIT COURT
Linda Doggett, Clerk

BY: 

DEPUTY CLERK



APPROVED AS TO FORM FOR THE
RELIANCE OF LEE COUNTY ONLY:

BY: 
OFFICE OF THE COUNTY ATTORNEY

EXHIBIT A SPECIFICATIONS OR SCOPE OF SERVICES

DELIVERY REQUIREMENTS

All items are to be delivered: F.O.B., Lee County, Florida to the following site:

Lee County Traffic Section
Billy Creek Commerce Center
5650 Enterprise Parkway
Fort Myers, Florida 33905

Deliveries will be accepted Monday through Thursday, between 8:00 a.m. and 4:00 p.m.

All items are to be delivered within forty-five (45) calendar days after issuance of a purchase order. The Vendor understands and agrees that failure to deliver a purchase within forty-five (45) calendar days may be cause for termination of contract. The County reserves the right to purchase from another vendor should the Vendor fail to deliver items within the specified time.

MATERIAL SPECIFICATIONS

A. SIGNPOSTS (U TYPE)

Posts are to be hot rolled flanged channel with galvanized, per ASTM A123 finish and intended to be used as support for signs.

MATERIALS: Posts shall be produced from high strength rail steel according to ASTM A499-80, Grade 60.

SECTION: Posts shall be of a uniform flanged channel section.

WEIGHT: The weight of the signpost before holes are punched shall be 1-1/4, 2.00 or 3.00 lbs/foot, as specified. The weight tolerance shall be plus or minus 3-1/2%

LENGTH: The length of the signpost shall be 7', 10' 12' or 14', as specified, with a tolerance of plus or minus 1 inch.

PUNCHING: Punching shall be full-length .375 diameter holes on 1" centers. First hole to be 1" from top of post with the bottom pointed.

FABRICATION: The finished post shall be machine straightened and have a smooth uniform finish, free from injurious defects affecting their strength, durability or appearance. Botholes shall be carefully spaced vertically and horizontally. All holes and sheared ends shall be commercially free from burrs.

B. SIGNPOSTS (ROUND)

MATERIALS: Posts shall be aluminum 4" I.D. at 15' lengths, alloy 6061-T6, with a wall thickness of .188.

C. SQUARE FULL PUNCH POSTS

14 GAUGE (.083")

**EXHIBIT A
SPECIFICATIONS OR SCOPE OF SERVICES**

MATERIAL: Tubing shall be roll formed from steel conforming to Standard Specifications for Steel Sheet, A.S.T.M. Designation A653-94, Structural Quality, Grade 50 modified to Grade 55.

FINISH: Material shall be hot-dip galvanized (Zinc Coated), Coating Designation G-90, with added chemical treatment for enhanced corrosion protection.

SHAPE: The cross section of the post shall be square tubing, carefully formed from 14 ga. steel sheet and welded so as the weld flash does not interfere with the telescoping properties.

Size	Wt. Per Foot Perf. 4 Sides lbs.	Area Sq In.	SECTION PROPERTIES		
			I In. ⁴	S In. ³	R In.
2.00" x 2.00"	1.99	.474	.296	.296	.790

I - Moment of Inertia
I - Moment of Inertia
S - Section Modulus
R - Radius of Gyration

YIELD STRENGTH: Cold forming provides tubing rated at 60,000 psi Minimum Yield Strength.

HOLES: Hole diameter shall be 7/16" (plus or minus 1/64") on 1" centers on all four sides. Holes shall be on centerline of each side in true alignment and opposite to each other. Tolerance on the hole opening is plus or minus 1/8" in 20'.

LENGTH: Length of each post shall be as specified with a permissible length tolerance of plus or minus 1/4".

TOLERANCES:

Nominal Outside Dimension, (in.)	Outside Tolerance All Sides at Corners inch*	Squareness Tolerance, inch**	Twist Permissible in .3 ft., inch***
2.00 x 2.00	+/- .008"	+/- .012"	.062"

* Measured at least 2" from the end of tube.
** Tubing may have sides failing to be 90 deg. to each other by the tolerance listed.
*** Twist is measured by holding down the edge of one end of a square tube on a surface plate with the bottom side of the tube parallel to the surface plate and noting the height that either corner on the opposite end of the bottom side is above the surface plate.

STRAIGHTNESS:

Permissible variation in straightness is 1/16" in 3'.

CONVEXITY AND CONCAVITY:

Measured in the center of the flat sides, tolerances is plus or minus .010 inch applied to the specific size determined at the corner.

WALL THICKNESS:

EXHIBIT A SPECIFICATIONS OR SCOPE OF SERVICES

Permissible variation in wall thickness is plus .011" or minus .008".

CORNER RADII:

Standard corner radius is 5/32", plus or minus 1/32".

TELESCOPING:

The finished posts shall be straight and have a smooth uniform finish. It shall be possible to telescope consecutive size tubes freely for ten feet.

12 GAUGE (.105")

MATERIAL: Tubing shall be roll formed from steel conforming to Standard Specifications for Steel Sheet, A.S.T.M. Designation A653-94, Structural Quality, Grade 40.

FINISH: Material shall be hot-dip galvanized (Zinc Coated), Coating Designation G-90, with added chemical treatment for enhanced corrosion protection.

SHAPE: The cross section of the post shall be square tubing, carefully formed from 12 ga. steel sheet and welded so as the weld flash does not interfere with the telescoping properties.

Size	Wt. Per Foot Perf. 4 Sides lbs.	Area Sq In.	SECTION PROPERTIES		
			I In. ⁴	S In. ³	R In.
2.25" x 2.25"	2.79	.695	.561	.499	.898
			I - Moment of Inertia I - Moment of Inertia S - Section Modulus R - Radius of Gyration		

HOLES: Hole diameter shall be 7/16" (plus or minus 1/64") on 1" centers on all four sides. Holes shall be on centerline of each side in true alignment and opposite to each other. Tolerance on the hole opening is plus or minus 1/8" in 20'.

LENGTH: Length of each post shall be as specified with a permissible length tolerance of plus or minus 1/4".

TOLERANCES:

Nominal Outside Dimension, (in.)	Outside Tolerance All Sides at Corners inch*	Squareness Tolerance, inch**	Twist Permissible in .3 ft., inch***
2.25 x 2.25	+/- .010"	+/- .014"	.062"
* Measured at least 2" from the end of tube.			
** Tubing may have sides failing to be 90 deg. to each other by the tolerance listed.			
*** Twist is measured by holding down the edge of one end of a square tube on a surface plate with the bottom side of the tube parallel to the surface plate and noting the height that either corner on the opposite end of the bottom side is above the surface plate.			

STRAIGHTNESS:

Solicitation No. B170108DKR

EXHIBIT A SPECIFICATIONS OR SCOPE OF SERVICES

Permissible variation in straightness is 1/16" in 3'.

CONVEXITY AND CONCAVITY:

Measured in the center of the flat sides, tolerances is plus or minus .010 inch applied to the specific size determined at the corner.

WALL THICKNESS:

Permissible variation in wall thickness is plus .011" or minus .008".

CORNER RADII:

Standard corner radius is 5/32", plus or minus 1/32".

TELESCOPING:

The finished posts shall be straight and have a smooth uniform finish. It shall be possible to telescope consecutive size tubes freely for ten feet.

D. PRISMATIC REFLECTOR TYPE PAVEMENT MARKERS (ROAD DELINEATORS)

Markers shall consist of an acrylic plastic shell filled with a tightly adherent potting compound. The shell shall contain one or two prismatic reflective faces as required to reflect incident light from a single or opposite directions. The markers shall be in the shape of a shallow frustum of a pyramid.

DETAILED SPECIFICATIONS

DESIGN AND FABRICATION:

1. Plastic Shells:

Dimensions: 4" x 4" x .65"
Slope of Reflecting face: 30 degrees
Area of Each Reflecting Surface: 3.25 sq. in.

2. Surface:

The outer surface of the shell shall be smooth except for purposes of identification.

The base of the marker shall be substantially free from gloss or substances that may reduce its bond to adhesive. This shall be done by embedding sand or inert granules on the surface of the potting compound prior to its curing. The overall height of the marker after the addition of this material shall not exceed 0.75 inches.

3. Material:

Shell shall be molded of methyl methacrylate conforming to Federal Specifications L-P-380, Type 1, Class 3.

EXHIBIT A
SPECIFICATIONS OR SCOPE OF SERVICES

Filler shall be a potting compound selected for strength, resilience, and adhesion adequate to pass physical requirements as outlined below.

OPTICAL REQUIREMENTS

1. Definitions:

Horizontal entrance angle shall mean the angle in the horizontal plane between the direction of incident light and the normal to the leading edge of the marker.

Observation angle shall mean the angle at the reflector between observer's line of sight and the director of the light incident on the reflector.

Specific intensity (S.I.) shall mean candlepower of the returned light at the chosen observation and entrance angles for each foot candle of illumination at the reflector on a plane perpendicular to the incident light.

2. Optical Performance:

The specific intensity of each crystal reflecting surface at 0.2 degrees observation angle shall be not less than the following when the incident light is parallel to the base of the marker.

Hor. Ent. Angle	S.I.
-----------------	------

0 degrees	3.0
20 degrees	1.2

For yellow reflectors the specific intensity shall be 60% of the value for crystal. For red reflectors the specific intensity shall be 25% of the value for crystal.

E. SIGN BLANKS

All sign blanks must be drilled for use with the U-channel and square sign posts listed herein. Blanks are to be drilled with .375" diameter holes in any of the following patterns, as directed by Lee County DOT: horizontally, vertically, or both; square, diamond or both. At Lee County's direction, the Vendor may be required to drill blanks to accommodate either one or two posts. All holes shall be drilled at no charge to Lee County.

E. SIGN BLANKS-ALUMINUM TYPE I, 5052-H38

SURFACE TREATMENT: Sign blanks shall receive a surface preparation including degreasing, and then be treated using either an ALODINE 1200 process. Both sides of blanks shall be treated. Surface shall be thoroughly rinsed or otherwise cleaned, neutralized and completely dried after the treatment. All blanks shall be delivered in an absolutely dry and clean state. Vendor shall furnish a certified copy of the mill analysis covering each size and type of material, for each shipment to Lee County. Lee County reserves the right to have an independent test of material supplied. Vendor shall be held responsible if the material does not meet specifications.

EXHIBIT A
SPECIFICATIONS OR SCOPE OF SERVICES

MATERIALS: Type I aluminum should meet federal specifications QQ-A-250/8F, with federal standard 184 covering stenciling, waived. Type I 5052-H38 shall meet the aluminum standards for chemical composition limits as follows: Silicon .025; Iron .040; Copper .10, Manganese .10; Magnesium 2.2 - 2.8; Chromium .15 - .35; Zinc .10; Others .20; Aluminum Minimum - remainder.

F.-HARDWARE

All hardware is to be supplied in the sizes as listed herein or on the bid form.

The spikes are too galvanized and must be shipped in 50 pound boxes

**EXHIBIT B
FEE SCHEDULE**

ITEM #	DESCRIPTION	QUANTITY	UNIT PRICE
A. SIGNPOSTS U TYPE			
1	7' lengths (1-1/4 lbs./ft.) Code:8013006	1-100	No Bid
2	7' lengths (1-1/4 lbs./ft.) Code:8013006	101-500	No Bid
3	7' lengths (1-1/4 lbs./ft.) Code:8013006	500+	No Bid
4	7' lengths (2lbs./ft) Code: 8013008	1-100	No Bid
5	7' lengths (2lbs./ft) Code: 8013008	101-500	No Bid
6	7' lengths (2lbs./ft) Code: 8013008	500+	No Bid
7	10' lengths (2 lbs./ft.) Code: 8013010	1-100	No Bid
8	10' lengths (2 lbs./ft.) Code: 8013010	101-500	No Bid
9	10' lengths (2 lbs./ft.) Code: 8013010	500+	No Bid
10	12' lengths (2 lbs./ft.) (Code: 8013012)	1-100	No Bid
11	12' lengths (2 lbs./ft.) (Code: 8013012)	101-500	No Bid
12	12' lengths (2 lbs./ft.) (Code: 8013012)	500+	No Bid
13	12' lengths (3 lbs./ft.) (Code: 8013014)	1-100	No Bid
14	12' lengths (3 lbs./ft.) (Code: 8013014)	101-500	No Bid
15	12' lengths (3 lbs./ft.) (Code: 8013014)	500+	No Bid
16	14' lengths (2 lbs./ft.) (Code: 8013016)	1-100	No Bid
17	14' lengths (2 lbs./ft.) (Code: 8013016)	101-500	No Bid
18	14' lengths (2 lbs./ft.) (Code: 8013016)	500+	No Bid
19	14' lengths (3 lbs./ft. (Code: 8013018)	1-100	No Bid
20	14' lengths (3 lbs./ft. (Code: 8013018)	101-500	No Bid
21	14' lengths (3 lbs./ft. (Code: 8013018)	500+	No Bid
B SIGNPOSTS-ROUND			
1	15' lengths, 4" I.D. (Code: 8013020)	1-100	No Bid
2	15' lengths, 4" I.D. (Code: 8013020)	101-500	No Bid
3	15' lengths, 4" I.D. (Code: 8013020)	500+	No Bid
C. SQUARE FULL PUNCH POSTS			
1	2"-14 gauge 10' (Code: 8013044)	1-100	\$16.80
2	2"-14 gauge 10' (Code: 8013044)	101-500	\$16.80
3	2"-14 gauge 10' (Code: 8013044)	500+	\$16.80
4	2"-14 gauge 12' (Code: 8013045)	1-100	\$20.16

**EXHIBIT B
FEE SCHEDULE**

5	2"-14 gauge 12' (Code: 8013045)	101-500	\$20.16
6	2"-14 gauge 12' (Code: 8013045)	500+	\$20.16
7	2.25"-12 gauge 10' (Code: 8013046)	1-100	\$23.20
8	2.25"-12 gauge 10' (Code: 8013046)	101-500	\$23.00
9	2.25"-12 gauge 10' (Code: 8013046)	500+	\$23.20
10	2.25"-12 gauge 12' (Code: 8013048)	1-100	\$27.84
11	2.25"-12 gauge 12' (Code: 8013048)	101-500	\$27.84
12	2.25"-12 gauge 12' (Code: 8013048)	500+	\$27.84
13	2" – 14 gauge 14' square posts	1-100	\$25.32
14	2" – 14 gauge 14' square posts	101-500	\$25.32
15	2" – 14 gauge 14' square posts	500+	\$25.32
16	2.25" – 12 gauge 2' square sleeves	1-100	\$4.64
17	2.25" – 12 gauge 2' square sleeves	101-500	\$4.64
18	2.25" – 12 gauge 2' square sleeves	500+	\$4.64
19	2.25" – 12 gauge 3' square sleeves	1-100	\$6.96
20	2.25" – 12 gauge 3' square sleeves	101-500	\$6.96
21	2.25" – 12 gauge 3' square sleeves	500+	\$6.96
22	2.25" – 12 gauge 4' square sleeves	1-100	\$9.28
23	2.25" – 12 gauge 4' square sleeves	101-500	\$9.28
24	2.25" – 12 gauge 4' square sleeves	500+	\$9.28
D. ROAD DELINEATORS			
1	Bi-directional (Code: 5500905)	1-100	No Bid
2	Bi-directional (Code: 5500905)	101-500	No Bid
3	Bi-directional (Code: 5500905)	500+	No Bid
4	Mono-directional (Code: 5500910)	1-100	No Bid
5	Mono-directional (Code: 5500910)	101-500	No Bid
6	Mono-directional (Code: 5500910)	500+	No Bid
7	Two Color Bi-directional (Code: 5500915)	1-100	No Bid
8	Two Color Bi-directional (Code: 5500915)	101-500	No Bid
9	Two Color Bi-directional (Code: 5500915)	500+	No Bid
E. TYPE I 5052 H38 ALODINE 1200			
1	36"x36"x0.080" (Code: 8013102)	1-75	No Bid
2	36"x36"x0.080" (Code: 8013102)	76-125	No Bid
3	36"x36"x0.080" (Code: 8013102)	125+	No Bid
4	30"x30"x0.080" (Code: 8013104)	1-75	No Bid
5	30"x30"x0.080" (Code: 8013104)	76-125	No Bid
6	30"x30"x0.080" (Code: 8013104)	125+	No Bid
7	24"x30"x0.080" (Code: 8013106)	1-75	No Bid

**EXHIBIT B
FEE SCHEDULE**

8	24"x30"x0.080" (Code: 8013106)	76-125	No Bid
9	24"x30"x0.080" (Code: 8013106)	125+	No Bid
10	18"x24"x0.080" (Code: 8013108)	1-75	No Bid
11	18"x24"x0.080" (Code: 8013108)	76-125	No Bid
12	18"x24"x0.080" (Code: 8013108)	125+	No Bid
13	12"x18"x0.080" (Code: 8013110)	1-75	No Bid
14	12"x18"x0.080" (Code: 8013110)	76-125	No Bid
15	12"x18"x0.080" (Code: 8013110)	125+	No Bid
16	6"x24"x0.080" (Code: 8013112)	1-75	No Bid
17	6"x24"x0.080" (Code: 8013112)	76-125	No Bid
18	6"x24"x0.080" (Code: 8013112)	125+	No Bid
19	7. 6"x30"x0.080" (Code: 8013114)	1-75	No Bid
20	7. 6"x30"x0.080" (Code: 8013114)	76-125	No Bid
21	7. 6"x30"x0.080" (Code: 8013114)	125+	No Bid
22	9"x24"x0.080" (Code: 8013116)	1-75	No Bid
23	9"x24"x0.080" (Code: 8013116)	76-125	No Bid
24	9"x24"x0.080" (Code: 8013116)	125+	No Bid
25	9"x30"x0.080" (Code: 8013118)	1-75	No Bid
26	9"x30"x0.080" (Code: 8013118)	76-125	No Bid
27	9"x30"x0.080" (Code: 8013118)	125+	No Bid
28	9"x36"x0.080" (Code: 8013120)	1-75	No Bid
29	9"x36"x0.080" (Code: 8013120)	76-125	No Bid
30	9"x36"x0.080" (Code: 8013120)	125+	No Bid
31	9"x42"x0.080" (Code: 8013122)	1-75	No Bid
32	9"x42"x0.080" (Code: 8013122)	76-125	No Bid
33	9"x42"x0.080" (Code: 8013122)	125+	No Bid
34	24"x24"x0.080" (Code: 8013124)	1-75	No Bid
35	24"x24"x0.080" (Code: 8013124)	76-125	No Bid
36	24"x24"x0.080" (Code: 8013124)	125+	No Bid
37	22"x40"x0.080" (Code: 8013126)	1-75	No Bid
38	22"x40"x0.080" (Code: 8013126)	76-125	No Bid
39	22"x40"x0.080" (Code: 8013126)	125+	No Bid
40	24"x48"x0.080" (Code: 8013128)	1-75	No Bid
41	24"x48"x0.080" (Code: 8013128)	76-125	No Bid
42	24"x48"x0.080" (Code: 8013128)	125+	No Bid
43	18"x19"x0.080" (Code: 8013130)	1-75	No Bid
44	18"x19"x0.080" (Code: 8013130)	76-125	No Bid

**EXHIBIT B
FEE SCHEDULE**

45	18"x19"x0.080" (Code: 8013130)	125+	No Bid
46	8"x24"x0.080" (Code: 8013132)	1-75	No Bid
47	8"x24"x0.080" (Code: 8013132)	76-125	No Bid
48	8"x24"x0.080" (Code: 8013132)	125+	No Bid
49	9"x12"x0.080" (Code: 8013134)	1-75	No Bid
50	9"x12"x0.080" (Code: 8013134)	76-125	No Bid
51	9"x12"x0.080" (Code: 8013134)	125+	No Bid
52	48"x36"x0.080" (Code: 8013136)	1-75	No Bid
53	48"x36"x0.080" (Code: 8013136)	76-125	No Bid
54	48"x36"x0.080" (Code: 8013136)	125+	No Bid
55	36"x24"x0.080" (Code: 8013138)	1-75	No Bid
56	36"x24"x0.080" (Code: 8013138)	76-125	No Bid
57	36"x24"x0.080" (Code: 8013138)	125+	No Bid
58	18"x6"x0.080" (Code: 8013140)	1-75	No Bid
59	18"x6"x0.080" (Code: 8013140)	76-125	No Bid
60	18"x6"x0.080" (Code: 8013140)	125+	No Bid
61	12"x6"x0.080" (Code: 8013142)	1-75	No Bid
62	12"x6"x0.080" (Code: 8013142)	76-125	No Bid
63	12"x6"x0.080" (Code: 8013142)	125+	No Bid
64	21"x15"x0.080" (Code: 8013144)	1-75	No Bid
65	21"x15"x0.080" (Code: 8013144)	76-125	No Bid
66	21"x15"x0.080" (Code: 8013144)	125+	No Bid
67	24"x12"x0.080" (Code: 8013146)	1-75	No Bid
68	24"x12"x0.080" (Code: 8013146)	76-125	No Bid
69	24"x12"x0.080" (Code: 8013146)	125+	No Bid
70	12"x30"x0.080" (Code: 8013148)	1-75	No Bid
71	12"x30"x0.080" (Code: 8013148)	76-125	No Bid
72	12"x30"x0.080" (Code: 8013148)	125+	No Bid
73	12"x42"x0.080" (Code: 8103150)	1-75	No Bid
74	12"x42"x0.080" (Code: 8103150)	76-125	No Bid
75	12"x42"x0.080" (Code: 8103150)	125+	No Bid
76	12"x48"x0.080" (Code: 8013152)	1-75	No Bid
77	12"x48"x0.080" (Code: 8013152)	76-125	No Bid
78	12"x48"x0.080" (Code: 8013152)	125+	No Bid
79	OCTAGONAL 36"x36"x0.080" (Code: 8013154)	1-75	No Bid
80	OCTAGONAL 36"x36"x0.080" (Code: 8013154)	76-125	No Bid
81	OCTAGONAL 36"x36"x0.080" (Code: 8013154)	125+	No Bid

**EXHIBIT B
FEE SCHEDULE**

82	OCTAGONAL 30"x30"x0.080" (Code: 8013156)	1-75	No Bid
83	OCTAGONAL 30"x30"x0.080" (Code: 8013156)	76-125	No Bid
84	OCTAGONAL 30"x30"x0.080" (Code: 8013156)	125+	No Bid
85	48"x132"x0.080"(Code: 8013158)	1-75	No Bid
86	48"x132"x0.080"(Code: 8013158)	76-125	No Bid
87	48"x132"x0.080"(Code: 8013158)	125+	No Bid
88	PENTAGON 36"x36"x0.080" (Code: 8013160)	1-75	No Bid
89	PENTAGON 36"x36"x0.080" (Code: 8013160)	76-125	No Bid
90	PENTAGON 36"x36"x0.080" (Code: 8013160)	125+	No Bid
91	ROUND 36"x0.080"(Code: 8013162)	1-75	No Bid
92	ROUND 36"x0.080"(Code: 8013162)	76-125	No Bid
93	ROUND 36"x0.080"(Code: 8013162)	125+	No Bid
94	ROUND 48"x48"x0.080 (Code: 8013164)	1-75	No Bid
95	ROUND 48"x48"x0.080 (Code: 8013164)	76-125	No Bid
96	ROUND 48"x48"x0.080 (Code: 8013164)	125+	No Bid
97	ROUND 18"x18"x0.080"(Code: 8013166)	1-75	No Bid
98	ROUND 18"x18"x0.080"(Code: 8013166)	76-125	No Bid
99	ROUND 18"x18"x0.080"(Code: 8013166)	125+	No Bid
100	ROUND 48"x72"x0.080" (Code: 8013168)	1-75	No Bid
101	ROUND 48"x72"x0.080" (Code: 8013168)	76-125	No Bid
102	ROUND 48"x72"x0.080" (Code: 8013168)	125+	No Bid
103	ROUND 30"x36"x0.080"(Code:8013170)	1-75	No Bid
104	ROUND 30"x36"x0.080"(Code:8013170)	76-125	No Bid
105	ROUND 30"x36"x0.080"(Code:8013170)	125+	No Bid
106	County Route Marker 24"x24"x0.080"(Code: 8013172)	1-75	No Bid
107	County Route Marker 24"x24"x0.080"(Code: 8013172)	76-125	No Bid
108	County Route Marker 24"x24"x0.080"(Code: 8013172)	125+	No Bid
109	Hazard Marker Drilled 13/64 cat eye holes & 5/16 mounting holes 18" x 18" x 0.080" (Code: 8013174)	1-75	No Bid
110	Hazard Marker Drilled 13/64 cat eye holes & 5/16 mounting holes 18" x 18" x 0.080" (Code: 8013174)	76-125	No Bid
111	Hazard Marker Drilled 13/64 cat eye holes & 5/16 mounting holes 18" x 18" x 0.080" (Code: 8013174)	125+	No Bid
112	24"x0.080" Round (Code: 8013176)	1-75	No Bid
113	24"x0.080" Round (Code: 8013176)	76-125	No Bid
114	24"x0.080" Round (Code: 8013176)	125+	No Bid
115	6"x36"x0.080"(Code: 8013178)	1-75	No Bid
116	6"x36"x0.080"(Code: 8013178)	76-125	No Bid

**EXHIBIT B
FEE SCHEDULE**

117	6"x36"x0.080"(Code: 8013178)	125+	No Bid
118	Yield Blank 36"x36"x 36"-0.080" (Code: 8013180)	1-75	No Bid
119	Yield Blank 36"x36"x 36"-0.080" (Code: 8013180)	76-125	No Bid
120	Yield Blank 36"x36"x 36"-0.080" (Code: 8013180)	125+	No Bid
121	24"x24"x24"-0.080" (Code: 8013182)	1-75	No Bid
122	24"x24"x24"-0.080" (Code: 8013182)	76-125	No Bid
123	24"x24"x24"-0.080" (Code: 8013182)	125+	No Bid
124	12"x36"x0.080" (Code: 8013184)	1-75	No Bid
125	12"x36"x0.080" (Code: 8013184)	76-125	No Bid
126	12"x36"x0.080" (Code: 8013184)	125+	No Bid
127	Pendant Blank 36"x48"x0.080" (Code: 8013186)	1-75	No Bid
128	Pendant Blank 36"x48"x0.080" (Code: 8013186)	76-125	No Bid
129	Pendant Blank 36"x48"x0.080" (Code: 8013186)	125+	No Bid
130	4' x 8'6" x .125 (Code: 8013188)	1-75	No Bid
131	4' x 8'6" x .125 (Code: 8013188)	76-125	No Bid
132	4' x 8'6" x .125 (Code: 8013188)	125+	No Bid
133	24" x 0.080" Coast Guard Dayboard Isosceles Triangle (Code: 8013190)	1-75	No Bid
134	24" x 0.080" Coast Guard Dayboard Isosceles Triangle (Code: 8013190)	76-125	No Bid
135	24" x 0.080" Coast Guard Dayboard Isosceles Triangle (Code: 8013190)	125+	No Bid
136	48" x 0.080" Coast Guard Dayboard Isosceles Triangle (Code: 8013192)	1-75	No Bid
137	48" x 0.080" Coast Guard Dayboard Isosceles Triangle (Code: 8013192)	76-125	No Bid
138	48" x 0.080" Coast Guard Dayboard Isosceles Triangle (Code: 8013192)	125+	No Bid
139	60" x 36" x 0.080" (Code: 8013194)	1-75	No Bid
140	60" x 36" x 0.080" (Code: 8013194)	76-125	No Bid
141	60" x 36" x 0.080" (Code: 8013194)	125+	No Bid
142	60" x 48" x 0.080" (Code: 8013196)	1-75	No Bid
143	60" x 48" x 0.080" (Code: 8013196)	76-125	No Bid
144	60" x 48" x 0.080" (Code: 8013196)	125+	No Bid
145	62" x 36" x 0.080" (Code: 8013198)	1-75	No Bid
146	62" x 36" x 0.080" (Code: 8013198)	76-125	No Bid
147	62" x 36" x 0.080" (Code: 8013198)	125+	No Bid
148	62" x 48" x 0.080"(Code: 8013199)	1-75	No Bid
149	62" x 48" x 0.080"(Code: 8013199)	76-125	No Bid
150	62" x 48" x 0.080"(Code: 8013199)	125+	No Bid

**EXHIBIT B
FEE SCHEDULE**

F. HARDWARE -SPIKES			
1	3/8" x 8" GALVANIZED(Code: 8013478)	50 lb box	No Bid
G. TYPE I 5052 H38 (these are new items added to Section E.)			
1	30"x18"x0.080"	1-75	No Bid
2	30"x18"x0.080"	76-125	No Bid
3	30"x18"x0.080"	125+	No Bid
4	36"x20"x0.080"	1-75	No Bid
5	36"x20"x0.080"	76-125	No Bid
6	36"x20"x0.080"	125+	No Bid

EXHIBIT C
INSURANCE REQUIREMENTS
INSURANCE GUIDE

Minimum Insurance Requirements: *Risk Management in no way represents that the insurance required is sufficient or adequate to protect the vendors' interest or liabilities. The following are the required minimums the vendor must maintain throughout the duration of this contract. The County reserves the right to request additional documentation regarding insurance provided*

- a. **Commercial General Liability** - Coverage shall apply to premises and/or operations, products and completed operations, independent contractors, contractual liability exposures with minimum limits of:

\$500,000 per occurrence
\$1,000,000 general aggregate
\$500,000 products and completed operations
\$500,000 personal and advertising injury

- b. **Business Auto Liability** - The following Automobile Liability will be required and coverage shall apply to all owned, hired and non-owned vehicles use with minimum limits of:

\$500,000 combined single limit (CSL)
\$300,000 bodily injury per person
\$500,000 bodily injury per accident
\$300,000 property damage per accident

- c. **Workers' Compensation** - Statutory benefits as defined by FS 440 encompassing all operations contemplated by this contract or agreement to apply to all owners, officers, and employees regardless of the number of employees. Workers Compensation exemptions may be accepted with written proof of the State of Florida's approval of such exemption. Employers' liability will have minimum limits of:

\$100,000 per accident
\$100,000 disease limit
\$500,000 disease – policy limit

*The required minimum limit of liability shown in a and b may be provided in the form of "Excess Insurance" or "Commercial Umbrella Policies." In which case, a "Following Form Endorsement" will be required on the "Excess Insurance Policy" or "Commercial Umbrella Policy."

EXHIBIT C INSURANCE REQUIREMENTS

Verification of Coverage:

1. Coverage shall be in place prior to the commencement of any work and throughout the duration of the contract. A certificate of insurance will be provided to the Risk Manager for review and approval. The certificate shall provide for the following:

a. The certificate holder shall read as follows:

Lee County Board of County Commissioners
P.O. Box 398
Fort Myers, Florida 33902

b. *“Lee County, a political subdivision and Charter County of the State of Florida, its agents, employees, and public officials”* will be named as an "Additional Insured" on the General Liability policy, including Products and Completed Operations coverage.

Special Requirements:

1. An appropriate "Indemnification" clause shall be made a provision of the contract.
2. It is the responsibility of the general contractor to insure that all subcontractors comply with all insurance requirements