INVITATION TO BID

FOR

INNOVATION PARK WALKING TRAIL

BID NUMBER BC-07-09-19-32

LEON COUNTY GOVERNMENT
LEON COUNTY, FLORIDA

Release: June 14, 2019
Bid Title: Invitation to Bid for Innovation Park Walking Trail  
Bid Number: BC-07-09-19-32  
Opening Date: July 9, 2019

GENERAL CONDITIONS
To ensure acceptance of your bid, please follow these instructions:

BIDDER INSTRUCTIONS

Bidders are expected to examine the specifications, delivery schedule, freight requirements, bid prices and extensions and all general and special conditions of the bid prior to submission. In case of error in price extension, the unit price will govern. Bids may be submitted in person, by mail or other carrier.

1. Items listed on the bid checklist in this form and all other items required within this invitation to bid must be executed and/or submitted in a sealed envelope. Address your sealed envelope as follows:
   - Bid No.
   - Board of County Commissioners
   - Leon County Purchasing Division
   - 1800-3 N. Blair Stone Road
   - Tallahassee, Florida 32308

2. Bid must be typed or printed in ink. All corrections made by the bidder prior to the opening must be initialed and dated by the bidder. No changes or corrections will be allowed after bids are opened.

3. Bid must contain an **original, manual** signature of an authorized representative of the company.

NOTE: ANY AND ALL CONDITIONS OR REQUIREMENTS ATTACHED HERETO WHICH VARY FROM THE INSTRUCTIONS TO BIDDERS WILL BE PRECEDENT.

INFORMATION

Questions pertaining to bid procedures or regarding the specifications should be addressed to Shelly Kelley or Geri Forslund, telephone (850) 606-1600; E-mail: KelleyS@leoncountyfl.gov or ForslundG@leoncountyfl.gov.

SPECIAL ACCOMMODATION

Any person requiring a special accommodation at a Pre-Bid Conference or Bid opening because of a disability should call the Division of Purchasing at (850) 606-1600 at least five (5) workdays prior to the Pre-Bid Conference or Bid opening. If you are hearing or speech impaired, please contact the Purchasing Division by calling the Leon County Administrator’s Office using the Florida Relay Service which can be reached at 1(800) 955-8771 (TDD).

ADDENDA TO SPECIFICATIONS

If any addenda are issued after the initial specifications are released, the County will post the addenda on the Leon County website at [http://www.leoncountyfl.gov/procurementconnect](http://www.leoncountyfl.gov/procurementconnect). For those projects with separate plans, blueprints, or other materials that cannot be accessed through the internet, the Purchasing Division will make them available for pick up at the Purchasing Division. It is the responsibility of the Bidder prior to submission of any bid to check the above website or contact the Leon County Purchasing Division at (850) 606-1600 to verify any addenda issued. The receipt of all addenda must be acknowledged on the bid response sheet.

REJECTION OF BIDS

The County reserves the right to reject any and/or all bids when such rejection is in the best interest of the County.
PURPOSE

Leon County is seeking the services of a qualified vendor for the construction of a walking trail on a wooded parcel located within the Innovation Park Complex in accordance with the Construction Plans, attached hereto and incorporated herein as Attachment A, the Technical Specifications, attached hereto and incorporated herein as Attachment B and City of Tallahassee Permit, attached hereto and incorporated herein as Attachment C.

The scope of work to be performed under this bid will include, but not be limited to: constructing a meandering eight-foot-wide walking path in a wooded area within Innovation Park. The trail is approximately 3100 linear foot in length and is to be stabilized with asphalt millings. Sections of timber boardwalk, concrete sidewalk, and grid paving are also proposed.

The Bid Sheet – Attachment D, is available in Excel format at:

SCHEDULE OF EVENTS

Below in Table 1 is the current schedule of the events that will take place as part of this solicitation. The County reserves the right to make changes or alterations to the schedule as the County determines is in the best interests of the public. If any changes to the Schedule of Events are made, the County will post the changes on the County website either as a public meeting notice, or as an addendum, as applicable. It is the responsibility of Registered Planholders and other interested persons and parties to review the Purchasing Division’s website to stay informed of the Schedule of Events, addenda issued, and public meetings scheduled. The website address is:
http://www.leoncountyfl.gov/procurementconnect/.

<table>
<thead>
<tr>
<th>Date and Time (all eastern time)</th>
<th>Event</th>
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<tbody>
<tr>
<td>June 14, 2019</td>
<td>Release of the ITB</td>
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| June 19, 2019 at 11:00 a.m.      | MANDATORY PRE-BID MEETING:  
Date and time a mandatory pre-bid meeting will be held at Leon County Purchasing’s offices, located at 1800-3 North Blair Stone Road, Tallahassee, FL 32308. |
| Not later than:  
June 21, 2019 at 5:00 p.m.      | QUESTIONS/INQUIRIES DEADLINE:  
Date and time by which questions and inquiries regarding the ITB must be received by Leon County. |
| Not later than:  
July 9, 2019 at 2:00 p.m.        | BID SUBMISSION DUE DATE:  
Date and time by which Bid Submissions must be received by the Leon County Purchasing Division, located at 1800-3 North Blair Stone Road, Tallahassee, FL 32308. |

BID INFORMATION AND CLARIFICATION

Questions pertaining to bid procedures or regarding the specifications should be addressed to Shelly Kelley and Geri Forslund, phone (850) 606-1600 or E-mail KelleyS@leoncountyfl.gov and ForslundG@leoncountyfl.gov. Bidders are requested to send such requests to both representatives of the Purchasing Division. Email inquiries are preferred.
Each Bidder shall examine the solicitation documents carefully; and, no later than the last day for questions listed in schedule of events, he shall make a written request to the County for interpretations or corrections of any ambiguity, inconsistency or error which he may discover. All interpretations or corrections will be issued as addenda. The County will not be responsible for oral clarifications. No negotiations, decisions or actions shall be initiated or executed by the proposer as a result of any discussions with any County employee prior to the opening of proposals. Only those communications which are in writing from the County may be considered as a duly authorized expression on the behalf of the Board. Also, only communications from firms which are in writing and signed will be recognized by the Board as duly authorized expressions on behalf of proposers.

ADDENDA TO SPECIFICATIONS

If any addenda are issued after the initial specifications are released, the County will post the addenda on the Leon County website at: http://www.leoncountyfl.gov/procurementconnect/. For those projects with separate plans, blueprints, or other materials that cannot be accessed through the internet, the Purchasing Division will make a good faith effort to ensure that all registered bidders (those who have been registered as receiving a bid package) receive the documents. It is the responsibility of the bidder prior to submission of any bid to check the above website or contact the Leon County Purchasing Division at (850) 606-1600 to verify any addenda issued. The receipt of all addenda must be acknowledged on the bid response sheet.

PROHIBITED COMMUNICATIONS

Any Form of communication, except for written correspondence with the Purchasing Division requesting clarification or asking questions, shall be prohibited regarding a particular request for proposal, request for qualification, bid, or any other competitive solicitation between:

1. Any person or person’s representative seeking an award from such competitive solicitation; and
2. Any County Commissioner or Commissioner’s staff, or any county employee authorized to act on behalf of the Commission to award a particular contract.

For the purpose of this section, a person=s representative shall include, but not be limited to, the person=s employee, partner, officer, director, consultant, lobbyist, or any actual or potential subcontractor or consultant of the person.

The prohibited communication shall be in effect as of the release of the competitive solicitation and terminate at the time the Board, or a County department authorized to act on behalf of the Board, awards or approves a contract, rejects all bids or responses, or otherwise takes action which ends the solicitation process. The provisions of this section shall not apply to oral communications at any public proceeding, including pre-bid conferences, oral presentations before selection committees, contract negotiations during any public meetings, presentations made to the Board, and protest hearings. Further, the provisions of this section shall not apply to contract negotiations between any employee and the intended awardee, any dispute resolution process following the filing of a protest between the person filing the protest and any employee, or any written correspondence with any employee, County Commissioner, or decision-making board member or selection committee member, unless specifically prohibited by the applicable competitive solicitation process.

The penalties for an intentional violation of this article shall be those specified in 125.69(1), Florida Statutes, as amended, and shall be deemed supplemental to the penalties set forth in Section 1-9 of the Code of Laws, Leon County, Florida.
REGISTRATION

Bidders which obtain solicitation documents from sources other than the County Purchasing Division MUST officially register with the County Purchasing Division in order to be placed on the planholders list for the solicitation. Bidders should be aware that solicitation documents obtained from sources other than those listed above may be drafts, incomplete, or in some other fashion different from the official solicitation document(s). Failure to register through the Purchasing Division (http://www.leoncountyfl.gov/Procurementconnect) may cause your submittal to be rejected as non-responsive.

CONTRACTOR’S QUALIFICATIONS

At minimum, the Contractor must be prequalified by the Florida Department of Transportation (FDOT) for the Drainage or Grading Work Class. Copies of the contractor’s Certificate of Pre-Qualifications shall be submitted to Leon County concurrent with the bid. Failure to demonstrate FDOT Pre-Certification in the fashion described shall result in the rejection of the bid.

All materials used for this project shall be on the FDOT’s Approved Product List or shall be from a plant certified by a program accepted by FDOT, as applicable.

PREPARATION AND SUBMISSION OF BID

Each Bidder shall submit Bid Prices and other requested information, including alternates or substitutions if allowed by this invitation to bid, on the proper forms and in the manner herein prescribed. Any erasures or other corrections in the Bid must be explained or noted over the signature of the Bidder. Bids containing any conditions or irregularities of any kind may be rejected by the County. All bids must be submitted in a sealed envelope or other appropriate container. Facsimiles will not be accepted. It is the intention of the County to award this bid based on the low total bid price and/or other criteria herein contained meeting all specifications.

WITHDRAWAL OF BIDS

Bids may be withdrawn by written or telegraphic request received from Bidders prior to the time fixed for opening. Negligence on the part of the Bidder in preparing the Bid confers no right for the withdrawal of the bid after it has been opened.

RECEIPT AND OPENING OF BIDS

Bids will be opened publicly at the time and place stated in the Invitation to Bid. The person whose duty it is to open them will decide when the specified time has arrived, and no bids received thereafter will not be considered. It is the bidder’s responsibility to assure that the bid is delivered at the proper time and location. Bids which are received after the bid opening time will be returned unopened to the bidder. No responsibility shall be attached to any person for the premature opening of a Bid not properly addressed and identified. At the time fixed for the opening of bids, the bids will be made public and posted on the Purchasing Division website at: http://www.leoncountyfl.gov/Procurementconnect.

A bidder may request, in their bid submittal, a copy of the tabulation sheet to be mailed in a bidder provided, stamped self-addressed envelope for their record.

Sealed bids, proposals, or replies received by the County pursuant to a competitive solicitation are exempt from public records requirements until such time as the County posts an intended decision or until 30 days after opening of the documents, whichever is earlier.
AWARD OF BIDS/BID PROTEST

The bid will be awarded to the lowest responsive, responsible bidder, unless otherwise stated elsewhere in this document. The County reserves the right to waive any informality in bids and to award a bid in whole or in part when either or both conditions are in the best interest of Leon County.

Notice of the Intended Decision will be posted on the County website at: http://www.leoncountyfl.gov/Procurementconnect for a period of seventy-two (72) consecutive hours, which does not include weekends or County observed holidays. Failure to file a protest within the time prescribed in Leon County Policy No. 96-1, Purchasing and Minority, Women and Small Business Enterprise Policy, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings. Notice of intent of bid protest shall be made in writing to the Purchasing Director, 1800-3 N. Blair Stone Road, Tallahassee, Florida 32308. The bidder shall be responsible for inquiring as to any and all award recommendation/postings.

Should concerns or discrepancies arise during the bid process, bidders are encouraged to contact the Purchasing Division prior to the scheduled bid opening. Such matters will be addressed and/or remedied prior to a bid opening or award whenever practically possible. Bidders are not to contact departments or divisions regarding the bidder complaint.

Any bid award recommendation may be protested on the grounds of irregularities in the specifications, bid procedure, or the evaluation of the bid. Such notice of intent of bid protest shall be made in writing to the Purchasing Director within 72 hours after receipt of the intended recommendation of award and the protestor shall file a formal written bid challenge within 10 days after the date in which the notice of intent of bid protest has been submitted. Failure to file a notice of intent of bid protest or failure to file a formal written bid protest shall constitute a waiver of all rights granted under this section. At the time fixed for the opening of bids, the contents of the Bid Form will be made public for the information of Bidders and other interested parties, who may be present either in person or by representatives.

PLANHOLDERS

As a convenience to bidders, the County has made available via the internet lists of all registered planholders for each bid or request for proposals. The information is available on-line at:

http://www.leoncountyfl.gov/Procurementconnect by simply clicking the planholder link on the bottom left of the advertisement of the respective solicitation. A listing of the registered bidders with their telephone numbers and email address is designed to assist bidders in preparation of their responses.

OCCUPATIONAL LICENSES AND REGISTRATIONS:

The contractor shall be responsible for obtaining and maintaining throughout the contract period any required occupational license and other licenses required pursuant to the laws of Leon County, the City of Tallahassee, or the State of Florida. The bidder shall submit with the bid a copy of the company’s local business or occupational license(s) or a written statement on letterhead indicating the reason no license exists.

If the bidder is operating under a fictitious name as defined in Section 865.09, Florida Statutes, proof of current registration with the Florida Secretary of State shall be submitted with the bid. A business formed by an attorney actively licensed to practice law in this state, by a person actively licensed by the Department of Business and Professional Regulation or the Department of Health for the purpose of practicing his or her licensed profession, or by any corporation, partnership, or other commercial entity that is actively organized or registered with the
Department of State shall submit a copy of the current licensing from the appropriate agency and/or proof of current active status with the Division of Corporations of the State of Florida or such other state as applicable.

Failure to provide the above required documentation may result in the bid being determined as non-responsive.

UNAUTHORIZED ALIEN(S)

The Contractor agrees that unauthorized aliens shall not be employed nor utilized in the performance of the requirements of this solicitation. The County shall consider the employment or utilization of unauthorized aliens a violation of Section 274A(e) of the Immigration and Naturalization Act (8 U.S.C. 1324a). Such violation shall be cause for unilateral termination of this Agreement by the County. As part of the response to this solicitation, please complete and submit the attached form AFFIDAVIT CERTIFICATION IMMIGRATION LAWS.

MINORITY and WOMEN BUSINESS ENTERPRISE AND EQUAL OPPORTUNITY POLICIES

A. Minority Business Enterprise (MBE) and Women (WBE) Business Enterprise Requirements

1. The purpose of the Minority and Women-Owned Business Enterprise (MWBE) Program is to effectively communicate Leon County procurement and contracting opportunities, through enhanced business relationships, to end disparity and to increase participation opportunities for certified minority and women-owned business enterprises in a competitive environment. This program shall:

   a. Eliminate any policies and/or procedural barriers that inhibit MBE and WBE participation in our procurement process.

   b. Established targets designed to increase MBE and WBE utilization proportionate to documented underutilization.

   c. Provide increased levels of information and assistance available to MBE’s and WBE’s.

   d. Implement mechanisms and procedures for monitoring MBE and WBE compliance by prime contractors.

2. The term Certified Minority Women Business Enterprise (MWBE) is defined as Minority Business Enterprise (MBE) and Women Business Enterprise (WBE) firms certified by Leon County or the City of Tallahassee. Some firms with MBE or WBE certification by the State of Florida may be accepted under a reciprocal agreement but those from other governmental organizations are not accepted by Leon County.

3. Each Bidder is strongly encouraged to secure MBE and WBE participation through purchase(s) of those goods or services to be provided by others. Bidders responding to this solicitation are hereby made aware of the County’s targets for MBE and WBE utilization. Bidders that require assistance or guidance with these MBE, WBE, SBE, and DBE requirements should contact:

   Darryl Jones, Deputy Director for the Tallahassee/Leon County Office of Economic Vitality by telephone (850) 300-7567 or by email Djones@oevforbusiness.org

   Alternates:
   LaTanya Raffington, MWSBE Coordinator by email at lraffington@oevforbusiness.org
   Shanea Wilks, MWSBE Coordinator by email at swilks@oevforbusiness.org
Bidders must complete and submit the attached Minority and Women Business Enterprise Participation Plan form. Failure to submit the completed Minority and Women Business Enterprise Participation Plan form may result in a determination of non-responsiveness for the bid.

If the aspirational target is not met, you must denote your good faith effort on the Participation Plan Form. All bidders, including MBE’s, and WBE’s shall either meet the aspirational target(s), or if not met, demonstrate in their bid response that a good faith effort was made to meet the aspirational target(s). Failure to complete such good faith effort statement may result in the bid being non-responsive. Below are policy examples of good faith efforts that bidders can use if they are not meeting the aspirational target. These examples can be used to demonstrate the good faith effort.

a. Advertised for participation by M/WBE’s in non-minority and minority publications within the Market area, including a copy of the advertisement and proof of the date(s) it appeared or by sending correspondence, no less than ten (10) days prior to the submission deadline, to all M/WBE’s referred to the bidder by the MWSBE Division for the goods and services to be subcontracted and/or supplied.

b. Documented that the bidding Prime Contractor provided ample time for potential MBE and/or WBE subcontractors to respond to bid opportunities, including a chart outlining the schedule/time frame used to obtain bids from MBE and WBE Contractors as applicable to the aspirational Target.

c. Contacted the MWSBE Division for a listing of available M/WBEs who provide the services needed for the bid.

d. Contacted MBEs and/or WBEs that provide the services needed for the bid.

e. Documented follow-up telephone calls with potential M/WBE subcontractors seeking participation.

f. Allowed potential M/WBE Subcontractors to review bid specifications, blueprints and all other Bid related items at no charge to the M/WBE’s.

g. Contacted the MWSBE Division, no less than five (5) business days prior to the Bid deadline, regarding problems the with bidder is having in achieving and/or reaching the aspirational targets.

h. Other documentation indicating their Good Faith Efforts to meet the aspirational targets. Please provide details below.

For goods and/or services to be performed in this project, the following are the aspirational targets for participation by certified MBE’s and/or WBE’s.

Construction Sub-Contractor Targets:
Minority Business Enterprise and Woman Business Enterprise - 10% Aggregate

5. Definitions for the above targets follow:
a. Minority/Women Business Enterprise (MWBE) - a business that is owned and controlled by at least 51% by one or more minority persons or by at least 51% by one or more women, and whose management and daily operations are controlled by one or more such persons shall constitute a Minority/Women business Enterprise. No business owned or controlled by a white female shall be considered a minority business for the purpose of this program if the ownership was brought about by transfer of ownership interest to the woman or women, other than by decent, within two (2) years following the sale or transfer of ownership. For the purpose of this program, all applicants for certification as a bona fide MWBE shall be an independent business entity which provides a commercially useful function. No business owned and controlled by a white male and transferred or sold to a minority or woman/women, for the purpose of participation in the County’s MWBE Program, shall be considered eligible for MWBE Certification.

b. Minority Person - an individual who is a citizen of the United States or a lawfully admitted permanent resident and who is a (n):

1) African/Black American - All persons having origins in any of the Black African racial groups not of Hispanic origins and having community identification as such.

2) Hispanic American - All persons (Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race) reared in a Hispanic environment and whose surname is Hispanic and having community identification as such.

3) Asian American - All persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands and having community identification as such.

4) American Indian, Alaskan Native and American Aleuts - All persons having origins in any of the original people of North America, maintaining identifiable tribal affiliations through membership and participation and having community identification as such.

c. Women - American Woman

6. Prime Contractors will negotiate in good faith with interested MWBE’s, not rejecting a MWBE as unqualified or unacceptable without sound business reasons based on a thorough investigation of their capabilities. The basis for rejecting any MWBE deemed unqualified or unacceptable by the Prime Contractor shall be included in the Good Faith Effort documentation. The Prime Contractor shall not impose unrealistic conditions of performance on MWSBE’s seeking subcontracting opportunities.

7. Leon County reserves the right to request supporting documentation as evidence of good faith efforts indicated above at any time. Failure to provide supporting documentation when requested shall deem your bid as non-responsive.

8. The online Certification Directory is available to assist you with identifying potential certified
vendors for MWSBE participation. The directory is comprised of information relative to certified MBEs, WBEs, and SBEs. You may access the directory via the following link: https://oevforbusiness.mwsbe.com/. The directory interface is user friendly and allows for vendors searches to be conducted for various procurement categories and business categories and business capabilities.

B. Equal Opportunity/Affirmative Action Requirements

The contractors and all subcontractors shall agree to a commitment to the principles and practices of equal opportunity in employment and to comply with the letter and spirit of federal, state, and local laws and regulations prohibiting discrimination based on race, color, religion, national region, sex, age, handicap, marital status, and political affiliation or belief.

For federally funded projects, in addition to the above, the contractor shall agree to comply with Executive Order 11246, as amended, and to comply with specific affirmative action obligations contained therein.

In addition to completing the Equal Opportunity Statement, the Respondent shall include a copy of any affirmative action or equal opportunity policies in effect at the time of submission.

LOCAL PREFERENCE IN PURCHASING AND CONTRACTING

A. Preference in bidding. In purchasing of, or letting of contracts for procurement of, personal property, materials, contractual services, and construction of improvements to real property or existing structures in which pricing is the major consideration, the authorized purchasing authority of Leon County may give a preference to local businesses in making such purchase or awarding such contract, as follows:

1. Individuals or firms which have a home office located within Leon, Gadsden, Wakulla, or Jefferson County, and which meet all the criteria for a local business as set forth in this article, shall be given a preference in the amount of five percent of the bid price.

2. Individuals or firms which do not have a home office located within Leon, Gadsden, Wakulla, or Jefferson County, and which meet all of the criteria for a local business as set forth in this article, shall be given a preference in the amount of three percent of the bid price.

The maximum cost differential shall not exceed $20,000.00. Total bid price shall include the base bid and all alternatives or options to the base bids which are part of the bid and being recommended for award by the appropriate authority.

B. Local business definition. For purposes of this section, "local business" shall mean a business which:

1. Has had a fixed office or distribution point located in and having a street address within Leon, Gadsden, Wakulla, or Jefferson County for at least six (6) months immediately prior to the issuance of the request for competitive bids or request for proposals by the County; and

2. Holds any business license required by the County, and, if applicable, the City of Tallahassee; and

3. Is the principal offeror who is a single offeror; a business which is the prime contractor and not a subcontractor; or a partner or joint venturer submitting an offer in conjunction with other businesses.
C. Certification. Any bidder claiming to be a local business as defined, shall so certify in writing to the Purchasing Division. The certification shall provide all necessary information to meet the requirements of above. The Local Vendor Certification Form is enclosed. The purchasing agent shall not be required to verify the accuracy of any such certifications and shall have the sole discretion to determine if a bidder meets the definition of a "local business."

INSURANCE

Bidders’ attention is directed to the insurance requirements below. Bidders should confer with their respective insurance carriers or brokers to determine in advance of bid submission the availability of insurance certificates and endorsements as prescribed and provided herein. The Insurance Certification Form attached hereto is to be completed and submitted as part of your bid response. If an apparent low bidder fails to comply strictly with the insurance requirements, that bidder may be disqualified from award of the contract.

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the Contractor=s bid.

A. Minimum Limits of Insurance. Contractor shall maintain limits no less than:

1. General Liability: $1,000,000 Combined Single Limit for bodily injury and property damage per occurrence with a $2,000,000 annual aggregate. Completed operations coverage will be provided for a period of three (3) years beyond termination and/or completion of the project. Coverage must include bodily injury and property damage, including Premise/Operations: a per location aggregate, Broad Form Contractual liability; Broad Form Property Damage; Fire Legal liability; Independent Contractors coverage; Cross Liability & Severability of Interest Clauses; and Personal Injury, and coverage for explosion, collapse, and underground (X, C, U).

2. Automobile Liability: $1,000,000 combined single limit per accident for bodily injury and property damage. (Non-owned, Hired Car).

3. Workers’ Compensation and Employers Liability: Workers’ Compensation insurance covering all employees and meeting statutory requirements in compliance with the applicable state and federal laws and Employer’s Liability with a limit of $500,000 per accident, $500,000 disease policy limit, $500,000 disease each employee. Waiver of Subrogation in lieu of Additional Insured is required.

B. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the County. At the option of the County, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the County, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

C. Other Insurance Provisions The policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability and Automobile Liability Coverages (County is to be named as Additional Insured).

a. The County, its officers, officials, employees and volunteers are to be covered as insureds as respects;
liability arising out of activities performed by or on behalf of the Contractor, including the insured’s 
general supervision of the Contractor; products and completed operations of the Contractor; premises 
owned, occupied or used by the Contractor; or automobiles owned, leased, hired or borrowed by the 
Contractor. The coverage shall contain no special limitations on the scope of protections afforded the 
County, its officers, officials, employees or volunteers.

b. The Contractor’s insurance coverage shall be primary insurance as respects the County, its officers, 
officers, employees and volunteers. Any insurance of self-insurance maintained by the County, its 
officers, officials, employees or volunteers shall be excess of the Contractor’s insurance and shall not 
contribute with it.

c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to 
the county, its officers, officials, employees or volunteers.

d. The Contractor’s insurance shall apply separately to each insured against whom a claim is made, or 
suit is brought, except with respect to the limits of the insurer’s liability.

2. All Coverages

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be 
suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days’ 
prior written notice by certified mail, return receipt requested, has been given to the County.

D. Acceptability of Insurers. Insurance is to be placed with insurers with a Best’s rating of no less than A:VII.

E. Verification of Coverage. Contractor shall furnish the County with certificates of insurance and with original 
endorsements effecting coverage required by this clause. The certificates and endorsements for each 
insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All 
certificates and endorsements are to be received and approved by the County before work commences. The 
County reserves the right to require complete, certified copies of all required insurance policies at any time. 
Certificates of Insurance acceptable to the County shall be filed with the County prior to the commencement 
of the work. These policies described above, and any certificates shall specifically name the County as an 
additional Insured and shall contain a provision that coverage afforded under the policies will not be canceled 
until at least thirty (30) days prior to written notice has been given to the County.

Cancellation clauses for each policy should read as follows: Should any of the above described policies be 
canceled before the expiration date thereof, the issuing company will mail thirty (30) days written notice to the 
Certificate Holder named herein.

F. Subcontractors. Contractors shall include all subcontractors as insureds under its policies or shall furnish 
separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be 
subject to all of the requirements stated herein.

AGREEMENT

After the bid award, the County will, at its option, prepare a purchase order or an agreement specifying the terms 
and conditions resulting from the award of this bid. Every procurement of contractual services shall be evidenced 
by a written agreement. The bidder will have five calendar days after receipt to acknowledge the purchase order 
or execute the agreement.
The performance of Leon County of any of its obligations under the purchase order or agreement shall be subject to and contingent upon the availability of funds lawfully expendable for the purposes of the purchase order or agreement for the current and any future periods provided for within the bid specifications.

PURCHASES BY OTHER PUBLIC AGENCIES

With the consent and agreement of the successful bidder(s), purchases may be made under this bid by other governmental agencies or political subdivisions within the State of Florida. Such purchases shall be governed by the same pricing, terms and conditions stated herein with no deviations allowed. This agreement in no way restricts or interferes with the right of any public agency or political subdivision to bid any or all of the items or services independently.

PUBLIC ENTITY CRIMES STATEMENT

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. By submission of a proposal in response to this document, the vendor certifies compliance with the above requirements as stated in Section 287.133, Florida Statutes.

MANUFACTURERS' NAME AND APPROVED EQUIVALENTS

Manufacturers' names, trade names, brand names, information and/or catalog numbers listed in a specification are for information and not intended to limit competition. The bidder may offer any brand for which he is an authorized representative, which meets or exceeds the specifications for any item(s). If bids are based on equivalent products, indicate on the bid form the manufacturer's name and catalog number. Bidder shall submit with his bid, cuts, sketches, and descriptive literature and/or specifications. The bidder should also explain in detail the reason(s) why and submit proof that the proposed equivalent will meet the specifications and not be considered an exception thereto. The Leon County Board of County Commissioners reserves the right to be the sole judge of what is equal and acceptable. Bids which do not comply with these requirements are subject to rejection. If Bidder fails to name a substitute it will be assumed that he is bidding on, and he will be required to furnish goods identical to bid standard.

IDENTICAL TIE BIDS

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. Bidder must complete and submit as part of the bid response the attached IDENTICAL TIE BID form. Failure to submit a completed form may result in the bid being determined as non-responsive.

ETHICAL BUSINESS PRACTICES

A. Gratuities. It shall be unethical for any person to offer, give, or agree to give any County employee, or for any County employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any
specification or procurement standard, rendering of advice, investigation, auditing, or performing in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, subcontract, or to any solicitation or proposal therefore.

B. **Kickbacks.** It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

C. The Board reserves the right to deny award or immediately suspend any contract resulting from this proposal pending final determination of charges of unethical business practices. At its sole discretion, the Board may deny award or cancel the contract if it determines that unethical business practices were involved.

**CONTRACT PROVISIONS**

**PAYMENT AND PERFORMANCE BOND**

A Payment and Performance Bond in the amount of 100% of the estimated project cost shall be supplied by the Contractor at the time of Agreement execution. Also, a Payment and Material Bond for the Agreement amount shall be supplied by the Contractor at the same time.

Payment and Performance and Material Bonds shall provide that, in the event of non-performance on the part of the Contractor the bond can be presented for honor and acceptance at an authorized representative or institution located in Tallahassee, Florida. The Payment and Performance Bond shall be in the following form:

PUBLIC CONSTRUCTION BOND  Bond No. (enter bond number)

BY THIS BOND, We ________________________________, a corporation, as Surety, are bound to____________________________, herein called Owner, in the sum of $_____________, for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the contract dated ______________________, between Principal and Owner for construction of the contract being made a party of this bond by reference, at the time and in the manner prescribed in the contract; and

2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the contract; and

3. Pays Owner all losses, damages, expenses, costs, and attorney’s fees, including appellate proceedings, that Owner sustains because of a default by Principal under the contract; and

4. Performs the guarantee of all work and materials furnished under the contract for the time specified in the contract, then this bond is void; otherwise it remains in full force.

Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2), Florida Statutes.

Any changes in or under the contract documents and compliance or noncompliance with any formalities connected with the contract or the changes does not affect Surety=s obligation under this bond.

DATED on this the day of __________, 2018.
Payment bonds executed as a result of the requirements herein by a surety shall make reference to Section 255.05, Florida Statutes, by number and shall contain reference to the notice and time limitation provisions in Section 255.05, Florida Statutes.

TIME AND LIQUIDATED DAMAGES

The work to be performed under this contract shall be commenced within fifteen (15) days of the Notice to Proceed. All work to be performed under this Contract shall be completed within forty (40) consecutive calendar days of the Notice to Proceed to final completion. If the work to be performed under this Contract is not completed within the time set forth above, or within such extra time as may be granted by the County, the Contractor shall be deemed to be in default. For each day the Contractor is in default, the Contractor or its Surety shall pay to the County, not as a penalty, but as liquidated damages, an amount based on the bid price and according to Section 8-10.2 of the FDOT’s Standard Specifications for Road and Bridge Construction, Latest Edition.

Permitting the Contractor to continue and finish the work or any part of it after the expiration of the contract time allowed, including extensions, if any, shall in no way act as a waiver on the part of County of the liquidated damages due under the contract.

EMPLOYMENT ELIGIBILITY VERIFICATION

1. Contractor agrees that it will enroll and participate in the federal E-Verify Program for Employment Verification under the terms provided in the “Memorandum of Understanding” governing the program. Contractor further agrees to provide to the County, within thirty days of the effective date of this contract/amendment/extension, documentation of such enrollment in the form of a copy of the E-Verify “Edit Company Profile” screen, which contains proof of enrollment in the E-Verify Program (this page can be accessed from the “Edit Company Profile” link on the left navigation menu of the E-Verify employer’s homepage).

2. Contractor further agrees that it will require each subcontractor that performs work under this contract to enroll and participate in the E-Verify Program within sixty days of the effective date of this contract/amendment/extension or within sixty days of the effective date of the contract between the Contractor and the subcontractor, whichever is later. The Contractor shall obtain from the subcontractor(s) a copy of the “Edit Company Profile” screen indicating enrollment in the E-Verify Program and make such record(s) available to the Agency upon request.

3. Contractor will utilize the U.S. Department of Homeland Security’s E-Verify system to verify the employment eligibility of: (a) all persons employed during the term of the Agreement by Contractor to perform employment duties within Florida; and (b) all persons (including subcontractors) assigned by Contractor to perform work pursuant to the Agreement.

   a. Contractor must use E-Verify to initiate verification of employment eligibility for all persons employed during the term of the Agreement by Contractor to perform employment duties within Florida within 3 business days after the date of hire.

   b. Contractor must initiate verification of each person (including subcontractors) assigned by
Contractor to perform work pursuant to the Agreement within 60 calendar days after the date of execution of this contract or within 30 days after assignment to perform work pursuant to the Agreement, whichever is later.

4. Contractor further agrees to maintain records of its participation and compliance with the provisions of the E-Verify program, including participation by its subcontractors as provided above, and to make such records available to the County or other authorized state entity consistent with the terms of the Memorandum of Understanding.

5. Compliance with the terms of this Employment Eligibility Verification provision is made an express condition of this contract and the County may treat a failure to comply as a material breach of the contract.

PAYMENTS

Payments to the Contractor shall be made according to the requirements of the Local Government Prompt Pay Act, sections 218.70 - 218.79, Florida Statutes.

The County shall make payments to the Contractor within forty-five (45) days of submission and approval of invoice for services. The form of payment for this Contract may be through a County-issued purchase order and a check upon receipt and approval of invoices, or through a government credit card. Leon County has implemented a purchasing card program, using the Visa platform. Contractors may receive payment from County personnel by the purchasing card in the same manner as other Visa purchases. Visa acceptance is mandatory under this solicitation.

STATUS

The Contractor shall at all times, relevant to this contract, be an independent contractor and in no event shall the Contractor, nor any employees or sub-contractors under it, be considered to be employees of Leon County.

AUDITS, RECORDS, AND RECORDS RETENTION

The Contractor agrees:

1. To establish and maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices, which sufficiently and properly reflect all revenues and expenditures of funds provided by the County under this contract.

2. To retain all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this contract for a period of five (5) years after termination of the contract, or if an audit has been initiated and audit findings have not been resolved at the end of five (5) years, the records shall be retained until resolution of the audit findings or any litigation which may be based on the terms of this contract.

3. Upon completion or termination of the contract and at the request of the County, the Contractor will cooperate with the County to facilitate the duplication and transfer of any said records or documents during the required retention period as specified in paragraph 1 & 2 above.

4. To assure that these records shall be subject at all reasonable times to inspection, review, or audit by Federal, state, or other personnel duly authorized by the County.
5. Persons duly authorized by the County and Federal auditors, pursuant to 45 CFR, Part 92.36(l)(10), shall have full access to and the right to examine any of provider’s contract and related records and documents, regardless of the form in which kept, at all reasonable times for as long as records are retained.

6. To include these aforementioned audit and record keeping requirements in all approved subcontracts and assignments.

7. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

LEON COUNTY PURCHASING DIVISION
ATTN: SHELLY KELLEY, PURCHASING DIRECTOR
1800-3 N. BLAIRSTONE ROAD
TALLAHASSEE, FLORIDA 32308
PHONE: 850-606-1600
EMAIL: KELLEYS@LEONCOUNTYFL.GOV

**MONITORING**

To permit persons duly authorized by the County to inspect any records, papers, documents, facilities, goods, and services of the provider which are relevant to this contract and interview any clients and employees of the provider to assure the County of satisfactory performance of the terms and conditions of this contract.

Following such evaluation, the County will deliver to the provider a written report of its findings and will include written recommendations with regard to the provider’s performance of the terms and conditions of this contract. The provider will correct all noted deficiencies identified by the County within the specified period of time set forth in the recommendations. The provider’s failure to correct noted deficiencies may, at the sole and exclusive discretion of the County, result in any one or any combination of the following: (1) the provider being deemed in breach or default of this contract; (2) the withholding of payments to the provider by the County; and (3) the termination of this contract for cause.

**RIGHT TO INSPECT PLANT**

The County may, at its discretion, inspect the part of the plant or place of business of a contractor or any subcontractor which is related to the performance of any contract awarded, or to be awarded, by Leon County. The right expressed herein shall be included in all contracts or subcontracts that involve the performance of any work or service involving Leon County.

**TERMINATION**

Leon County may terminate this Contract without cause, by giving the Contractor thirty (30) days written notice of termination. Either party may terminate this Contract for cause by giving the other party hereto thirty (30) days written notice of termination. The County shall not be required to give Contractor such thirty (30) day written notice if, in the opinion of the County, the Contractor is unable to perform its obligations hereunder, or if in the County’s opinion, the services being provided are not satisfactory. In such case, the County may immediately terminate the Contract by mailing a notice of termination to the seller.
WARRANTIES

Bidder will warrant title to all goods sold as provided for in Section 672, Florida Statutes.

WORK

Contractor understands that no amount of work is guaranteed to it nor is the County under an obligation to utilize the services of the Contractor in those instances where the work to be performed can be done by County personnel or under separate contract. Any work to be performed shall be upon the written request of the County Administrator or his representative, which request shall set forth the commencing date of such work and the time within which such work shall be completed.

Leon County reserves the right to negotiate with the successful bidder/proposer for any related products or services not specifically stated in this solicitation.

PERMITS

The Contractor shall pay for and obtain all necessary permits as required by law.

CONFLICTING TERMS AND CONDITIONS

In the instance that terms, conditions, specifications, or other instruments are provided by architects, engineers, or persons other than County Procurement concerning the matters herein, then the terms and conditions in this Solicitation document shall prevail over all other terms and conditions.

ASSIGNMENT

This contract shall not be assigned or sublet as a whole or in part without the written consent of the County, nor shall the Contractor assign any monies due or to become due to him hereunder without the previous written consent of the County.

INDEMNIFICATION

The Contractor agrees to indemnify and hold harmless the County, its officials, officers and employees, from and against any and all liabilities, damages, losses and costs, including, but not limited to reasonable attorney=s fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Contractor and persons employed or utilized by the Contractor in the performance of this agreement.

The County may, at its sole option, defend itself or required the Contractor to provide the defense. The Contractor acknowledges that the sum of ten dollars ($10.00) of the amount paid to the Contractor constitutes sufficient consideration for the Contractor=s indemnification of the County, its officials, officers and employees.

It is understood that the Contractors responsibility to indemnify and defend the County, its officials, officers and employees is limited to the Contractors proportionate share of liability caused by the negligent acts or omissions of the Contractor, its delegates, agents or employees.

PENALTIES:

BIDS MAY BE REJECTED AND/OR Bidder(S) DISQUALIFIED FOR THE FOLLOWING REASONS:
Bid Title: Invitation to Bid for Innovation Park Walking Trail  
Bid Number: BC-07-09-19-32  
Opening Date: July 9, 2019

1. Consistent failure to respond to bid invitation for three (3) consecutive instances.
2. Failure to update the information on file including address, product, service or business descriptions.
3. Failure to perform according to contract provisions.
4. Conviction in a court of law of any criminal offense in connection with the conduct of business.
5. Clear and convincing evidence of a violation of any federal or state anti-trust law based on the submission of bids or proposals, or the awarding of contracts.
6. Clear and convincing evidence that the bidder has attempted to give a Board employee a gratuity of any kind for the purpose of influencing a recommendation or decision in connection with any part of the Board's purchasing activity.
7. Other reasons deemed appropriate by the Board of County Commissioners.

TERMS AND CONDITIONS

Leon County objects to and shall not consider any additional terms or conditions submitted by a bidder, including any appearing in documents attached as part of a bidder’s response. In submitting its bid response, a bidder agrees that any additional terms or conditions, whether submitted intentionally or inadvertently, shall have no force or effect. Failure to comply with terms and conditions, including those specifying information that must be submitted with a bid response, shall be grounds for rejecting a bid response or placing a bidder in default.

BID CHECKLIST:
Please submit the items on the following list and any other items required by any section of this invitation for bids. The checklist is provided as a courtesy and may not be inclusive of all items required within this invitation for bids.

- Completed Bid Response Sheet with Manual Signature
- Affidavit Immigration Laws
- Equal Opportunity/Affirmative Action Statement
- Minority/Women Business Enterprise Participation Plan/Good Faith Statement
- Identical Tie Bid Statement
- Insurance Certification Form
- Contractor’s Business Information Form
- Non-Collusion Affidavit
- Certification/Debarment Form
- Local Vendor Certification
- Applicable Licenses/Registration
- E-Verify Form
- Bid Pricing Sheet
- FDOT Pre-Qualification
BID RESPONSE SHEET

The Board of County Commissioners, Leon County, reserves the right to accept or reject any and/or all bids in the best interest of Leon County.

Shelly W. Kelley
Purchasing Director

Jimbo Jackson, Chairman
Board of County Commissioners

This proposal is submitted by the below named firm/individual by the undersigned authorized representative.

______________________________________________________
(Firm Name)

BY
______________________________________________________
(Authorized Representative)

______________________________________________________
(Printed or Typed Name)

ADDRESS
______________________________________________________
______________________________________________________

EMAIL ADDRESS
______________________________________________________

TELEPHONE
______________________________________________________

FAX
______________________________________________________

ADDENDA ACKNOWLEDGMENTS: (IF APPLICABLE)

Addendum #1 dated __________ Initials

Addendum #2 dated __________ Initials

Addendum #3 dated __________ Initials
AFFIDAVIT CERTIFICATION
IMMIGRATION LAWS

Leon County will not intentionally award County contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324 A(e) (Section 274a(e) of the Immigration and Nationality Act (INA)).

Leon County may consider the employment by any Contractor of Unauthorized Aliens a violation of Section 274A(e) of the INA. Such violation by the Recipient of the employment provision contained in Section 274A(e) of the INA shall be ground for unilateral cancellation of the contract by Leon County.

BIDDER ATTESTS THAT THEY ARE FULLY COMPLIANT WITH ALL APPLICABLE IMMIGRATION LAWS (SPECIFICALLY TO THE 1986 IMMIGRATION ACT AND SUBSEQUENT AMENDMENTS).

Company Name: ____________________________________________

Signature: ____________________________________________ Title: ____________________________________________

STATE OF ____________________________
COUNTY OF ____________________________

Sworn to and subscribed before me this __ day of ________, 20__.

Personally known ____________________________________________

OR Produced identification ____________________________________________

(Type of identification)

My commission expires: ____________________________

Printed, typed, or stamped commissioned name of notary

The signee of this Affidavit guarantees, as evidenced by the sworn affidavit required herein, the truth and accuracy of this affidavit to interrogatories hereinafter made.

LEON COUNTY RESERVES THE RIGHT TO REQUEST SUPPORTING DOCUMENTATION, AS EVIDENCE OF SERVICES PROVIDED, AT ANY TIME.
EQUAL OPPORTUNITY/AFFIRMATIVE ACTION STATEMENT

1. The contractors and all subcontractors hereby agree to a commitment to the principles and practices of equal opportunity in employment and to comply with the letter and spirit of federal, state, and local laws and regulations prohibiting discrimination based on race, color, religion, national region, sex, age, handicap, marital status, and political affiliation or belief.

2. The contractor agrees to comply with Executive Order 11246, as amended, and to comply with specific affirmative action obligations contained therein.

Signed: 
Title: 
Firm: 
Address: 
MINORITY AND WOMEN BUSINESS ENTERPRISE (MWBE) PARTICIPATION PLAN FORM

Bidder: ____________________________________________________________

All bidders, including Minority Business Enterprises (MBEs) and Women Business Enterprises (WBEs), shall complete and submit this M/WBE Participation Plan with their bid. Through submission of its bid, Bidder certifies, acknowledges and agrees that the Participation Level and the Good Faith Efforts herein designated are accurate and true; and, that the individual whose manual signature is on this submission is duly authorized on behalf of the bidder to make such certification.

For the purposes of MWBE participation on Leon County projects, the following definition applies:

Certified Minority Business Enterprise (MBE) and Women Business Enterprise (WBE) are firms certified by Leon County or the City of Tallahassee. Some firms with MBE or WBE certification by the State of Florida may be accepted under a reciprocal agreement but, those from other governmental organizations are not accepted by Leon County.

DIRECTIONS: Each bidder must designate in Section 3 its level of MWBE participation. If the aspirational targets are not met or exceeded, Section 2 must be completed. All bidders are to list subcontractors as appropriate in Sections 3 and 4.

SECTION 1 - ASPIRATIONAL TARGET FOR M/WBE PARTICIPATION

The aspirational target for this project is:

<table>
<thead>
<tr>
<th>M/WBE Classification</th>
<th>Aspirational Target(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Certified Minority Business Enterprises (MBE) and Women</td>
<td>10% Aggregate</td>
</tr>
<tr>
<td>Business Enterprises (WBE)</td>
<td></td>
</tr>
</tbody>
</table>

SECTION 2 - GOOD FAITH EFFORT

The following list of the good faith efforts criteria complies with Leon County’s Purchasing and Minority, Women, and Small Business Enterprise Policy. These criteria are used in the determination of whether a contractor has performed and documented good faith efforts. Also, the basis for rejecting a MWBE deemed unqualified or unacceptable by the Prime Contractor shall be documented and included in the bidder’s Good Faith Effort documentation.

1. Please identify all of the following activities that your firm has done as Good Faith Effort in order to secure MWBE participation and submit documentation of such. Failure to designate those actions you have done as Good Faith and provide documentation of all Good Faith Efforts completed by your firm may result in your bid being determined as non-responsive. Please check the appropriate boxes that apply to your good faith activities:

   a. Advertised for participation by MWBEs in non-minority and minority publications within the Market area, including a copy of the advertisement and proof of the date(s) it
b. Documented that the bidding Prime Contractor provided ample time for potential MBE and/or WBE subcontractors to respond to bid opportunities, including a chart outlining the schedule/time frame used to obtain bids from MBE and WBE Contractors as applicable to the aspirational Target.

c. Contacted the MWSBE Division for a listing of available MWBEs who provide the services needed for the bid.

d. Contacted MBEs and/or WBEs who provide the services needed for the bid.

e. Documented follow-up telephone calls with potential M/WBE subcontractors seeking participation.

f. Allowed potential M/WBE Subcontractors to review bid specifications, blueprints and all other Bid related items at no charge to the M/WBEs.

g. Contacted the MWSBE Division, no less than five (5) business days prior to the Bid deadline, regarding problems the with bidder is having in achieving and/or reaching the aspirational targets.

h. Other documentation indicating their Good Faith Efforts to meet the aspirational targets. Please provide details below.

___________________________________________________________________________

___________________________________________________________________________

___________________________________________________________________________

2. Prime contractors will negotiate in good faith with interested MWSBE’s, not rejecting a MWSBE as unqualified or unacceptable without sound business reasons based on a thorough investigation of their capabilities. The basis for rejecting any MWBE deemed unqualified or unacceptable by the Prime Contractor shall be included in the Good Faith Effort documentation. The Prime Contractor shall not impose unrealistic conditions of performance on MWSBE’s seeking subcontracting opportunities.

3. Leon County reserves the right to request supporting documentation as evidence of good faith efforts indicated above at any time. Failure to provide supporting documentation when requested shall deem your bid as non-responsive.

PARTICIPATION PLAN FORM continued on following pages.

#
SECTION 3 – BIDDER’S PROPOSED MWBE PARTICIPATION

Bidder shall complete the following Table identifying each certified MWBE firm they intend to use on this project. Attach additional sheets as necessary.

### MBE and WBE Intended Utilization

<table>
<thead>
<tr>
<th>Firm’s Name (Requires Leon County or City of Tallahassee MWBE certification)¹</th>
<th>Firm’s Location Address (Must be in Leon, Gadsden, Jefferson or Wakulla Counties, FL to be certified)</th>
<th>Firm’s Telephone Number</th>
<th>Ethnic Group ² (B, A, H, N, F)</th>
<th>Total Dollar Amount of MWBE Participation</th>
<th>Type of Service to Provide</th>
</tr>
</thead>
<tbody>
<tr>
<td>Minority and Women Business Enterprise(s)</td>
<td>a.</td>
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<tr>
<td>b.</td>
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<td>c.</td>
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<td>d.</td>
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<td>f.</td>
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</tr>
<tr>
<td>Total Bid Amount $</td>
<td>Total MWBE Participation $</td>
<td>MBE Participation %</td>
<td>WBE Participation % (MBE or WBE Participation $)</td>
<td>Total Bid $</td>
<td></td>
</tr>
</tbody>
</table>

¹CertificationAttach and submit a copy of each MBE and WBE certification with the bid.

²Ethnic Group Use following abbreviations for MBE’s: African American (B); Asian American (A); Hispanic American (H); and Native American (N). WBEs include Non-Minority Female (F) owned firms.
SECTION 4 - NON-MWBE SUBCONTRACTORS

Bidder shall complete the following Table identifying non-MBE or WBE’s subcontractors it anticipates utilizing on the project.

<table>
<thead>
<tr>
<th>Firm’s Name</th>
<th>Firm’s Address</th>
<th>Firm’s Phone #</th>
<th>Total Dollar Amount</th>
<th>Type of Service to Provide</th>
</tr>
</thead>
<tbody>
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<td>a.</td>
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<td>b.</td>
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<td>h.</td>
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<td>i.</td>
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</tbody>
</table>
IDENTICAL TIE BIDS

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employees will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5) Impose a sanction on, or require the satisfactory participation in a drug assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify the following: (Check one and sign in the space provided.)

☐ This firm complies fully with the above requirements.

☐ This firm does not have a drug free workplace program at this time.

_____________________________________
Bidder’s Signature

_____________________________________
Title

_____________________________________
Date
CONTRACTOR’S BUSINESS INFORMATION

COMPANY INFORMATION

<table>
<thead>
<tr>
<th>Name</th>
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<tbody>
<tr>
<td>Street Address</td>
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<tr>
<td>City, State, Zip</td>
<td></td>
</tr>
<tr>
<td>Taxpayer ID Number</td>
<td></td>
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<tr>
<td>Telephone</td>
<td>Fax:</td>
</tr>
<tr>
<td>Trade Style Name</td>
<td></td>
</tr>
</tbody>
</table>

TYPE OF BUSINESS ORGANIZATION *(check one)*

<table>
<thead>
<tr>
<th>Sole Proprietorship</th>
<th>Limited Liability Company</th>
</tr>
</thead>
<tbody>
<tr>
<td>General Partnership</td>
<td>Joint Venture</td>
</tr>
<tr>
<td>Limited Partnership</td>
<td>Trust</td>
</tr>
<tr>
<td>Corporation</td>
<td>Other <em>(specify )</em></td>
</tr>
<tr>
<td>Sub-chapter S Corporation</td>
<td></td>
</tr>
</tbody>
</table>

State of Incorporation: ___________________________  Date Established: ___________________________

AUTHORIZED SIGNATORIES/NEGOTIATORS

The Bidder represents that the following persons are authorized to sign and/or negotiate contracts and related documents to which the bidder will be duly bound:

<table>
<thead>
<tr>
<th>Name</th>
<th>Title</th>
<th>Telephone</th>
<th>E-Mail</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
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<tr>
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<td></td>
</tr>
</tbody>
</table>
FLORIDA CONSTRUCTION INDUSTRIES LICENSING BOARD

Please provide the following information for all licenses required by Florida Statutes of the Prime Contractor for the performance of the work in this project.

<table>
<thead>
<tr>
<th>Primary Licensee:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>License Type:</td>
<td></td>
</tr>
<tr>
<td>License Number:</td>
<td>Expiration Date:</td>
</tr>
<tr>
<td>Qualified Business License (certificate of authority) number:</td>
<td></td>
</tr>
<tr>
<td>Alternate Licensee:</td>
<td></td>
</tr>
<tr>
<td>License Type:</td>
<td></td>
</tr>
<tr>
<td>License Number:</td>
<td>Expiration Date:</td>
</tr>
</tbody>
</table>

Bidder may use additional sheets to provide information for all applicable licenses and shall provide copies of each license as a part of the bid submittal.

LIST COMPANIES FROM WHOM YOU OBTAIN SURETY

**BONDS Surety Company 1**

<table>
<thead>
<tr>
<th>Company Name</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Contact's Name</td>
<td></td>
</tr>
<tr>
<td>Telephone</td>
<td></td>
</tr>
<tr>
<td>Fax</td>
<td></td>
</tr>
<tr>
<td>Address</td>
<td></td>
</tr>
</tbody>
</table>

**Surety Company 2**

<table>
<thead>
<tr>
<th>Company Name</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Contact's Name</td>
<td></td>
</tr>
<tr>
<td>Telephone</td>
<td></td>
</tr>
<tr>
<td>Fax</td>
<td></td>
</tr>
<tr>
<td>Address</td>
<td></td>
</tr>
</tbody>
</table>
Bid Title: Invitation to Bid for Innovation Park Walking Trail  
Bid Number: BC-07-09-19-32  
Opening Date: July 9, 2019

<table>
<thead>
<tr>
<th>Present Amount of Bonding Coverage ($)</th>
<th>Has your application for surety bond ever been declined?</th>
<th>During the past 2 years, have you been charged with a failure to meet the claims of your subcontractors or suppliers?</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>□ Yes □ No</td>
<td>□ Yes □ No</td>
</tr>
<tr>
<td>(If yes, please provide detailed information on reverse)</td>
<td>(If yes, please provide detailed information on reverse)</td>
<td></td>
</tr>
</tbody>
</table>

THE UNDERSIGNED, A DULY AUTHORIZED OFFICER OR EMPLOYEE, HEREBY CERTIFIES THAT THE ABOVE INFORMATION IS TRUE AND CORRECT AND HAS HEREUNTO SET HIS SIGNATURE

THIS _____ DAY OF ________________________, 20__.

By:_________________________________________ Title:__________________________________________

Printed Name and Title:______________________________________________________________
NON-COLLUSION AFFIDAVIT

The undersigned being first duly sworn as provided by law, deposes and says:

1. This Affidavit is made with the knowledge and intent that it is to be filed with the Board of County Commissioners, Leon County, Florida and that it will be relied upon by said County, in any consideration which may give to and any action it may take with respect to this Proposal.

2. The undersigned is authorized to make this Affidavit on behalf of,

(Name of Corporation, Partnership, Individual, etc.)

a ____________________________, formed under the laws of ______________________

(Type of Business) (State or Province)

of which he/she is ____________________________.

(Sole Owner, partner, president, etc.)

3. Neither the undersigned nor any other person, firm or corporation named in above Paragraph 2, nor anyone else to the knowledge of the undersigned, have themselves solicited or employed anyone else to solicit favorable action for this Proposal by the County, also that no head of any department or employee therein, or any officer of Leon County, Florida is directly interested therein.

4. This Proposal is genuine and not collusive or a sham; the person, firm or corporation named above in Paragraph 2 has not colluded, conspired, connived or agreed directly or indirectly with any bidder or person, firm or corporation, to put in a sham Proposal, or that such other person, firm or corporation, shall refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference with any person, firm or corporation, to fix the prices of said proposal or proposals of any other bidder; and all statements contained in the proposal or proposals described above are true; and further, neither the undersigned, nor the person, firm or corporation named above in Paragraph 3, has directly or indirectly submitted said proposal or the contents thereof, or divulged information or data relative thereto, to any association or to any member or agent thereof.

AFFIANT’S NAME _____________________________  AFFIANT’S TITLE _____________________________

TAKEN, SWORN AND SUBSCRIBED TO BEFORE ME this _______ Day of ________, 20____.

Personally Known ______________ Or Produced Identification

Type of Identification

______________________________

NOTARY PUBLIC
(Print, Type or Stamp Commissioned Name of Notary Public)

My Commission Expires: ______________________________

30
INSURANCE CERTIFICATION FORM

To indicate that Bidder/Respondent understands and is able to comply with the required insurance, as stated in the bid/RFP document, Bidder/Respondent shall submit this insurance sign-off form, signed by the company Risk Manager or authorized manager with risk authority.

A. Is/are the insurer(s) to be used for all required insurance (except Workers’ Compensation) listed by Best with a rating of no less than A:VII?

<table>
<thead>
<tr>
<th>Insurer</th>
<th>Indicate Best Rating:</th>
<th>Indicate Best Financial Classification:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Commercial General Liability</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Business Auto</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Professional Liability</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

1. Is the insurer to be used for Workers’ Compensation insurance listed by Best with a rating of no less than A:VII?

<table>
<thead>
<tr>
<th>Insurer</th>
<th>Indicate Best Rating:</th>
<th>Indicate Best Financial Classification:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Workers’ Compensation</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

If answer is NO, provide name and address of insurer:


2. Is the Respondent able to obtain insurance in the following limits (next page) as required for the services agreement?

<table>
<thead>
<tr>
<th>Insurer</th>
<th>Indicate Best Rating:</th>
<th>Indicate Best Financial Classification:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Insurance limits</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Insurance will be placed with Florida admitted insurers unless otherwise accepted by Leon County. Insurers will have A.M. Best ratings of no less than A:VII unless otherwise accepted by Leon County.
Required Coverage and Limits

The required types and limits of coverage for this bid/request for proposals are contained within the solicitation package. Be sure to carefully review and ascertain that bidder/proposer either has coverage or will place coverage at these or higher levels.

Required Policy Endorsements and Documentation

Certificate of Insurance will be provided evidencing placement of each insurance policy responding to requirements of the contract.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the County. At the option of the County, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the County, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

Endorsements to insurance policies will be provided as follows:

Additional insured (Leon County, Florida, its Officers, employees and volunteers) - General Liability & Automobile Liability

Primary and not contributing coverage: General Liability & Automobile Liability

Waiver of Subrogation (Leon County, Florida, its officers, employees and volunteers)- General Liability, Automobile Liability, Workers’ Compensation and Employer’s Liability

Thirty days advance written notice of cancellation to County - General Liability, Automobile Liability, Worker’s Compensation & Employer’s Liability.

Professional Liability Policy Declaration sheet as well as claims procedures for each applicable policy to be provided

Please mark the appropriate box:

Coverage is in place ☐ Coverage will be placed, without exception ☐

The undersigned declares under penalty of perjury that all of the above insurer information is true and correct.

Name ___________________________________________ Signature ________________________________.
Typed or Printed

Date ________________________________ Title ________________________________.
(Company Risk Manager or Manager with Risk Authority)
CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS
PRIMARY COVERED TRANSACTIONS

1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

   a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

   b) Have not within a three-year period preceding this been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statues or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

   c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of these offenses enumerated in paragraph (1)(b) of this certification; and

   d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

3) No subcontract will be issued for this project to any party which is debarred or suspended from eligibility to receive federally funded contracts.

__________________________________________
Signature

__________________________________________
Title

__________________________________________
Contractor/Firm

__________________________________________
Address
LOCAL VENDOR CERTIFICATION

The undersigned, as a duly authorized representative of the vendor listed herein, certifies to the best of his/her knowledge and belief, that the vendor meets the definition of a “Local Business.” For purposes of this section, "local business" shall mean a business which:

a) Has had a fixed office or distribution point located in and having a street address within Leon, Gadsden, Wakulla, or Jefferson County for at least six (6) months immediately prior to the issuance of the request for competitive bids or request for proposals by the County; and

b) Holds any business license required by Leon County (or one of the other local counties), and, if applicable, the City of Tallahassee; and

c) Is the principal offeror who is a single offeror; a business which is the prime contractor and not a subcontractor; or a partner or joint venturer submitting an offer in conjunction with other businesses.

Please complete the following in support of the self-certification and submit copies of your County and City business licenses. Failure to provide the information requested will result in denial of certification as a local business.

<table>
<thead>
<tr>
<th>Business Name:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Current Local Address:</td>
<td>Phone:</td>
</tr>
<tr>
<td>Phone:</td>
<td></td>
</tr>
<tr>
<td>Fax:</td>
<td></td>
</tr>
</tbody>
</table>

If the above address has been for less than six months, please provide the prior address.

<table>
<thead>
<tr>
<th>Length of time at this address:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Home Office Address:</td>
<td>Phone:</td>
</tr>
<tr>
<td>Phone:</td>
<td></td>
</tr>
<tr>
<td>Fax:</td>
<td></td>
</tr>
</tbody>
</table>

______________________________  ________________________________
Signature of Authorized Representative Date

STATE OF ____________________________
COUNTY OF __________________________

The foregoing instrument was acknowledged before me this __________ day of __________, 20___,

By ________________________________,
(Name of officer or agent, title of officer or agent)
acknowledging

a __________________________ Corporation, on behalf of the corporation. He/she is personally known to me
(State or place of incorporation)
or has produced ____________________________ as identification.

______________________________
Signature of Notary

Print, Type or Stamp Name of Notary

Title or Rank

Serial Number, If Any

Return Completed form with supporting documents to:

Leon County Purchasing Division
1800-3 N. Blair Stone Road
Tallahassee, Florida 32308
Employment Eligibility Verification

1. Contractor agrees that it will enroll and participate in the federal E-Verify Program for Employment Verification under the terms provided in the “Memorandum of Understanding” governing the program. Contractor further agrees to provide to the County, within thirty days of the effective date of this contract/amendment/extension, documentation of such enrollment in the form of a copy of the E-Verify “Edit Company Profile’ screen”, which contains proof of enrollment in the E-Verify Program (this page can be accessed from the “Edit Company Profile” link on the left navigation menu of the E-Verify employer’s homepage).

2. Contractor further agrees that it will require each subcontractor that performs work under this contract to enroll and participate in the E-Verify Program within sixty days of the effective date of this contract/amendment/extension or within sixty days of the effective date of the contract between the Contractor and the subcontractor, whichever is later. The Contractor shall obtain from the subcontractor(s) a copy of the “Edit Company Profile” screen indicating enrollment in the E-Verify Program and make such record(s) available to the Agency upon request.

3. Contractor will utilize the U.S. Department of Homeland Security’s E-Verify system to verify the employment eligibility of: (a) all persons employed during the term of the Agreement by Contractor to perform employment duties within Florida; and (b) all persons (including subcontractors) assigned by Contractor to perform work pursuant to the Agreement.

   a. Contractor must use E-Verify to initiate verification of employment eligibility for all persons employed during the term of the Agreement by Contractor to perform employment duties within Florida within 3 business days after the date of hire.

   b. Contractor must initiate verification of each person (including subcontractors) assigned by Contractor to perform work pursuant to the Agreement within 60 calendar days after the date of execution of this contract or within 30 days after assignment to perform work pursuant to the Agreement, whichever is later.

4. Contractor further agrees to maintain records of its participation and compliance with the provisions of the E-Verify program, including participation by its subcontractors as provided above, and to make such records available to the County or other authorized state entity consistent with the terms of the Memorandum of Understanding.

5. Compliance with the terms of this Employment Eligibility Verification provision is made an express condition of this contract and the County may treat a failure to comply as a material breach of the contract.

_____________________________    __________________________
Signature                        Date
"EXHIBIT B"

SPECIAL CONDITIONS

OF PERMIT NO. TEM190023

Innovation Park Walking Trail

This Permit is subject to conditions as set forth in the Tallahassee Land Development Code (TLDC) and includes the following Special Conditions (refer to the reverse side of the Permit for standard conditions that apply to all permits):

1. An environmental pre-construction meeting is required with a Growth Management environmental inspector prior to work being done on site. Please call Mr. Don Cooksey at 850-891-7043.

2. All other applicable state or federal permits must be obtained and provided to COT Growth Management inspector before commencement of the development.

3. The erosion and sediment controls shown on the plans are the minimum required. Contractor shall provide additional measures as needed to prevent sediment discharges from the project site.

4. No work is authorized outside of the project parcels. Any work such as tree impacts, access or any other disturbance on off-site property is prohibited and will require separate EMP, including owner’s affidavits from the adjacent property granting permissions of said work.

5. Prior to issuance of a C.O. an arboricultural compliance report prepared by a Certified Arborist must be complete for all impacted, mitigated and protected trees. If it is determined that the mitigation effort was not successful, the arborist shall make a recommendation for removal and further action will be required including replants and/or fee-in-lieu to mitigate additional debits. The arborist shall attend the pre-construction meeting.
Typical Section #1

1.5% within City of Tallahassee Right-of-Way.

ST A 106+7200 TO ST A 108+7200 (loop path)
ST A 400+0000 TO ST A 405+300 (southern path)
ST A 200+0000 TO ST A 205+439 (western path)
ST A 100+0000 TO ST A 123+693 (loop path)

INNOVATION PARK TRAIL

GEODHID

Profiles

Grade Point

Natural Ground

Limits of Construction

Cleaning and Grubbing

Material Ground

Profiles Grade Point

Limits of Construction

Material Ground
<table>
<thead>
<tr>
<th>PAY ITEM</th>
<th>DESCRIPTION</th>
<th>PHASE</th>
<th>UNIT</th>
<th>QUANTITY</th>
<th>TOTAL</th>
<th>DURATION</th>
<th>PAY ITEM DESCRIPTION</th>
<th>UNIT</th>
<th>QUANTITY</th>
<th>TOTAL</th>
<th>DURATION</th>
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<tbody>
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<td>Mobileization</td>
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</tr>
</tbody>
</table>

**SUMMARY OF LUMP SUM ITEMS**

**SUMMARY OF TEMPORARY TRAFFIC CONTROL PLAN ITEMS**
<table>
<thead>
<tr>
<th>PAY ITEM DESCRIPTION</th>
<th>DESIGN</th>
<th>UNIT</th>
<th>No.</th>
<th>NOTES</th>
<th>REMARKS</th>
</tr>
</thead>
<tbody>
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**SUMMARY OF EARTHWORK**

<table>
<thead>
<tr>
<th>PAY ITEM</th>
<th>DESIGN</th>
<th>UNIT</th>
<th>No.</th>
<th>NOTES</th>
<th>REMARKS</th>
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<tbody>
<tr>
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</table>

**SUMMARY OF PEDESTRIAN STRUCTURE**

<table>
<thead>
<tr>
<th>PAY ITEM</th>
<th>DESIGN</th>
<th>UNIT</th>
<th>No.</th>
<th>NOTES</th>
<th>REMARKS</th>
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</thead>
<tbody>
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</tbody>
</table>

**TOTAL EARTH EXCAVATION**

<table>
<thead>
<tr>
<th>PAY ITEM</th>
<th>DESIGN</th>
<th>UNIT</th>
<th>No.</th>
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<th>REMARKS</th>
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</thead>
<tbody>
<tr>
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</tbody>
</table>

**TOTAL REGULAR EXCAVATION**

<table>
<thead>
<tr>
<th>PAY ITEM</th>
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<th>UNIT</th>
<th>No.</th>
<th>NOTES</th>
<th>REMARKS</th>
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</thead>
<tbody>
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<tr>
<td>Design</td>
<td>Notes</td>
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<td></td>
</tr>
</tbody>
</table>

**SUMMARY OF PATH MATERIALS**

<table>
<thead>
<tr>
<th>Trail Location</th>
<th>Total</th>
<th>Location</th>
<th>Remarks</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>400+00</td>
<td>STA. 10 STA.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>400+03</td>
<td>STA. 3</td>
<td></td>
</tr>
<tr>
<td></td>
<td>400+06</td>
<td>STA. 6</td>
<td></td>
</tr>
<tr>
<td></td>
<td>400+09</td>
<td>STA. 9</td>
<td></td>
</tr>
</tbody>
</table>

Note: This form is intended for use by qualified personnel only.
## Summary of Benches

| Notes | Design | Description | Unit | Remark
|-------|--------|-------------|------|--------
| 07/15-39-19 | Plastic Benches | | | BENCHES

### Summary of Benches

<table>
<thead>
<tr>
<th>Total</th>
<th>Concrete (88'&quot;&quot;)</th>
<th>Precast (18&quot;&quot;)</th>
<th>Precast (2&quot;&quot;)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.0</td>
<td>1.0</td>
<td>1.0</td>
<td>1.0</td>
</tr>
<tr>
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<tr>
<td>1.0</td>
<td>1.0</td>
<td>1.0</td>
<td>1.0</td>
</tr>
</tbody>
</table>

**Working Area:** STA 10 to STA 47

**Notes:** Plastic Benches

**Design:** Concrete 4"

**Construction:** Precast 2"

**Precast (18""):**

- 0.0 + 0.0
- 0.0 + 10.0
- 0.0 + 20.0
- 0.0 + 30.0
- 0.0 + 40.0
- 0.0 + 50.0
- 0.0 + 60.0
- 0.0 + 70.0
- 0.0 + 80.0
- 0.0 + 90.0

**Precast (2""):**

- 0.0 + 0.0
- 0.0 + 10.0
- 0.0 + 20.0
- 0.0 + 30.0
- 0.0 + 40.0
- 0.0 + 50.0
- 0.0 + 60.0
- 0.0 + 70.0
- 0.0 + 80.0
- 0.0 + 90.0

**Precast (2""):**

- 0.0 + 0.0
- 0.0 + 10.0
- 0.0 + 20.0
- 0.0 + 30.0
- 0.0 + 40.0
- 0.0 + 50.0
- 0.0 + 60.0
- 0.0 + 70.0
- 0.0 + 80.0
- 0.0 + 90.0
<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Quantity</th>
<th>Unit</th>
<th>Remarks</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Item 1</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Item 2</td>
<td>1</td>
<td></td>
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</tbody>
</table>

**Total:**

- Item 1: 1 unit
- Item 2: 1 unit

**TOTAL:** 2 units
FRAMING PLAN NOTES:

1. Adjust joist spacing in field as needed to clear post connections, maintaining 1'-0" maximum spacing.

2 x 6 DECKING (TYP.), INSTALL AS PER MANUFACTURER'S RECOMMENDATIONS w/ (2) 3-1/2" SS #10 SQUARE DRIVE BUGLE HEAD SCREWS MINIMUM AT EACH JOIST OR FASTENED WITH MANUFACTURER'S RECOMMENDED FASTENING SYSTEM PRE-DRILL DECKING.

SIMPSON LUS28SS W/ (6) SS 10D NAILS TO BEAM AND (4) SS 10D NAILS TO JOIST AT EXTERIOR JOIST, PROVIDE SIMPSON LUC210ZSS W/ (10) SS 16D NAILS TO BEAM AND (6) SS 10D x 1-1/2" NAILS TO JOIST.

JOIST CONNECTION AT BEAM

2 x 8 BLOCKING. CONNECT W/ (4) TOE-NAILED 3 1/2" SS #10 SCREWS.
GRID UNIT SURFACING:

1. THIS WORK CONSISTS OF FURNISHING AND INSTALLING GRID PAVEMENT UNITS, INCLUDING EXCAVATION, BACKFILLING, AND GEOSYNTHETICS.

2. EXCAVATION AND EMBANKMENT - PERFORM EXCAVATION AND EMBANKMENT AS SHOWN ON PLANS. EXCAVATE TO THE DEPTH OF THE GRID PAVEMENT UNITS TO BE INSTALLED.

3. GEOSYNTHETIC - PLACE GEOSYNTHETIC IN ACCORDANCE WITH FDOT STANDARD SPECIFICATIONS 985.

4. LAYING GRID BLOCK - PLACE AND BED BLOCKS SO THEY REST FIRMLY AGAINST ADJACENT BLOCKS, ARE STABLE, AND FORM A SMOOTH AND UNIFORM TREAD SURFACE. BLOCKS DESIGNED TO BE INTERLOCKED MUST BE INTERCONNECTED. FILL VOID AREAS TO FULL DEPTH WITH FRACTURED OR CUT PIECES OF BLOCK WHERE NEEDED TO ESTABLISH THE GRID PAVEMENT UNITS IN WHICH NATIVE SURFACE AREAS ARE NO LARGER THAN 6 INCHES IN GREATEST DIMENSION. BURY BEGINNING AND ENDING BLOCKS AT A 30° ANGLE TO THE TREAD.

5. BACKFILLING - AFTER APPROVAL OF THE GRID BLOCK INSTALLATION BY THE ENGINEER, PLACE AND COMPACT PROPOSED PATH MATERIAL INTO HOLES BETWEEN AND AROUND GRID PAVEMENT UNITS.

MATERIALS

1. GRID PAVEMENT UNITS - USE CONCRETE GRID PAVEMENT UNITS WITH A MINIMUM COMPRESSIVE STRENGTH OF 4495 LBS/IN² THAT MEET THE NATIONAL CONCRETE MASONRY ASSOCIATION (NCMA) DESIGNATION: A-15-82: SPECIFICATIONS FOR GRID PAVERS.
A. CONSTRUCTION ACTIVITY: PROJECT LIMITS

PROJECT DESCRIPTION:
CLEANING & GRUBBING, EARTHWORK, AND TRAIL CONSTRUCTION

B. MAJOR SOIL DISTURBING ACTIVITIES:
CLEANING & GRUBBING, EARTHWORK, AND TRAIL CONSTRUCTION

C. TOTAL PROJECT AREA:
1.10 ACRES

TOTAL AREA TO BE DISTURBED:
1.10 ACRES

D. (1) RUNOFF COEFFICIENTS BEFORE, DURING, AND AFTER CONSTRUCTION:
BEFORE: C = 0.20, (DURING) C = 0.50, (AFTER) C = 0.85

(2) DESCRIPTION OF SOIL OR QUALITY OF DISCHARGE:
ALBANY LOAMY SAND, ORENSBURG FINE SANDY LOAM, & PICKNEY SOILS

(3) ESTIMATES OF SIZE OF DRAINAGE AREA FOR EACH OUTFALL:
N/A

E. FOR LOCATIONS OF DRAINAGE AREAS AND OUTFALLS:
N/A

F. (1) NAME OF RECEIVING WATERS:
LAKE WINDSON CLOSED BASIN

(2) WETLAND AREA:
N/A - NO IMPACTS

2. CONTROLS

NARRATIVE - SEQUENCE OF SOIL DISTURBING ACTIVITIES AND IMPLEMENTATION OF CONTROLS. THE SOIL DISTURBING ACTIVITIES FOR THIS PROJECT ARE AS FOLLOWS:

1. ON OPPORTUNE PLACEMENT OF ALL EROSION CONTROLS CAN SOIL DISTURBING ACTIVITIES TAKE PLACE. HAY BALES OR EQUIVALENT SEDIMENT CONTROLS ARE REQUIRED FOR ALL SIDE-SLOPE AND DOWN-SLOPE BOUNDARIES OF THE CONSTRUCTION.

SEDIMENT CONTROLS SHALL BE USED TO PREVENT DOWN STREAM SEDIMENTATION FROM PROPOSED INLETS AND DITCH CONSTRUCTION AREAS.

A. DIVERSION AND SEDIMENT CONTROLS:

(1) STABILIZATION PRACTICES:
TEMPORARY SODDING
TEMPORARY SEDIMENT BARRIERS
PERMANENT PLANTING, SODDING, OR SEEDING
TEMPORARY MULCHING
ARTIFICIAL COVERING
BUFFER ZONES
PRESERVATION OF NATURAL RESOURCES

OTHER:

(2) STRUCTURAL PRACTICES:
SILT FENCES
SILT BAGGINGS
INLET PROTECTION
HAY BALES
BEARMS
DIVERSION, INTERCEPTOR, PERIMETER DITCHES
PIPE SLOPE, DRAINS
FLUMES
ROCK BEDDING AT CONSTRUCTION EXIT
TIMBER BEDDING AT CONSTRUCTION EXIT
DITCH LINER
SEDIMENT TRAPS
SEDIMENT BASINS
STORM INLET SEDIMENT TRAP
STORM OUTLET STRUCTURES
CURBS AND GUTTERS
STORM SWEEPERS
VELOCITY CONTROL DEVICES
TURBIDITY BARRIER
RIP RAP

B. DESCRIPTION OF STORMWATER MANAGEMENT:

DURING SITE CONSTRUCTION, STORMWATER RUNOFF WILL BE DIRECTED TOWARDS THE EXISTING STORMWATER FEATURES.

C. OTHER CONTROLS:

(1) WASTE DISPOSAL:
NO CONSTRUCTION WASTE MATERIAL WILL BE BURIED ON SITE.

(2) OFFSITE VEHICLE TRACKING:
HALF ROADS DAMPED FOR DUST CONTROL
LOADED HAUL TRUCKS TO BE COVERED WITH TARP
EXCESS DIRT ON ROAD REMOVED DAILY
STABILIZED CONSTRUCTION ENTRANCE

OTHER:

(1) SANITARY WASTE:
THE SANITARY WASTE WILL BE COLLECTED FROM THE PORTABLE UNITS AS NECESSARY OR AS REQUIRED BY LOCAL REGULATIONS BY A LICENSED SANITARY WASTE MANAGEMENT CONTRACTOR.

(2) FERTILIZERS AND PESTICIDES:
FERTILIZERS AND/OR PESTICIDES SHALL BE APPLIED ACCORDING TO MANUFACTURERS RECOMMENDATIONS BY A LICENSED OR CERTIFIED APPLICATOR AS DIRECTED BY THE PROJECT ENGINEER.

(3) NON-STORM WATER DISCHARGE (INCLUDING SPILL REPORTING):
NO NON-STORMWATER DISCHARGES ARE ANTICIPATED.

REMARKS:
IF CONTAMINATED SOIL OR GROUNDWATER IS ENCOUNTERED A HAZARDOUS MATERIALS COORDINATOR SHALL BE CONTACTED.

(4) APPROVED STATE, LOCAL PLANS, OR STORM WAVE PERMITS
N/A

4. MAINTENANCE:
ALL OF THE CONTROLS SHALL BE MAINTAINED AT ALL TIMES. IF A REPAIR IS NECESSARY, IT WILL BE DONE AT THE EARLIEST POSSIBLE TIME."
This Project hereby adopts the Florida Department of Transportation Standard Specifications for Road and Bridge Construction 2018 or latest edition together with all updates in its entirety as part of its guiding standards for construction except as amended by following specifications. If the Standard Specification section is not referenced in this document, it is considered unaltered and remains in force as written except for the general substitution of definitions listed below.

**Division 1 General Requirements is modified as follows:**

**Section 1: Definition and Terms**
- **Department** – shall be revised to be Leon County throughout the entire Specifications unless specifically noted otherwise in this document.
- **Department’s Approved Product List (APL)** – This term remains the Florida Department of Transportation Approved Products List.
- **Engineer** – Engineer shall be revised to mean the Leon County Engineer or designee throughout the Specifications unless noted elsewhere in this document.
- **Secretary** – shall be revised to be Leon County throughout the entire Specifications unless specifically noted otherwise in this document.
- **Standard Plans** – The Florida Department of Transportation’s latest Standard Design Plans Indexes.

**Section 2: Proposal, Requirements and Conditions**
Delete this Section in its entirety with the exception of the retention of Section 2-1 requiring bidders be prequalified with the Florida Department of Transportation and Section 2-4 requiring the contractor to review the plans, site etc. Replace all remaining sections with Leon County Standard Bid procedures included in the front end of all bid documents.

**Section 3: Award and Execution of Contract**
Delete in its entirety and replace with Leon County Standard award and bond requirements included with every contract.

**Section 5: Control of Work**
5-4: Modify to add: The County must respond in writing before the contractor proceeds with work associated with the error or omission.
5-5 and 5-6: Replace The Director, Office of Construction with the Leon County Engineer or his designee.
5-7.1: Revise The Engineer of Record will provide centerline control points …
5-7.3: Revise the sentence: Utilizing the control points furnished by the Engineer of Record
5-9.1: Modify to include: If the work was covered without a required inspection and the Engineer requests that it be uncovered for examination, the contractor shall do so at no expense to the County.
5-12.2.1: This section is revised to reduce the time frame for claims for extra work for projects with an original contract amount of $1,000,000 or less from 90 to 30 calendar days after final acceptance and for projects with an original contract amount greater than $1,000,000 from 180 to 60 calendar days. The same reduced time frames shall apply to claims pertaining to final estimate of quantities.
5-12.2.2: This section is revised to limit the time frame for projects with an original contract amount of $1,000,000 or less from 90 to 30 calendar days after final acceptance and for projects with an original contract amount greater than $1,000,000 from 180 to 60 calendar days.

5-12.4: This section is revised to reduce the time for County action on a claim for projects with an original contract amount of $1,000,000 or less from 90 to 30 calendar days and for projects with an original contract amount greater than $1,000,000 from 180 to 60 calendar days.

5-12.5: Delete this section in its entirety. The County does not pay interest on claims.

Section 6-Control of Materials:
Due to the interchanging of the responsibilities of the Florida Department of Transportation (FDOT) and the County and the need for the FDOT to retain some of its requirements, this section is revised as follows: The assignments of responsibilities within this section shall be as stated.

6-1.2 Sampling and Testing: Use the FDOT’s current sampling identification and tracking system to provide related information and attach the information to each sample. Restore immediately any site from which material has been removed for sampling purposes to the pre-sampled condition with materials and construction methods used in the initial construction, at no additional cost to Leon County.

Ensure when a material is delivered to the location as describe in the Contract Documents, there is enough material delivered to take samples, at no expense to Leon County.

6-1.3.1 Manufacturer Material Certification: Submit material certifications for all materials to Leon County for approval when required by the Specifications. Materials will not be considered for payment when not accompanied by a material certification. Sample material certification forms are available on the FDOT’s website at the following URL: http://www.fdot.gov/materials/administration/resources/library/publications/certifications/sample forms.shtml. Ensure that the material certification follows the format of the sample form, is submitted on the manufacturer’s letterhead and is signed by a legally responsible person employed by the manufacturer.

6-1.3.1.1 Approved Products List: The Product Evaluation Section in the State Specifications and Estimates Office maintains the APL. This list provides assurances to the Contractors, consultants, designers and County personnel that specific products and materials are approved for use on County facilities. The County will limit the contractor’s use of products and materials that require use of APL items listed on the APL effective at the time of placement.

7-1.9 Florida Minority Business Loan Mobilization Program: This section is deleted in its entirety.

7-2.2 Work in Navigable Waters of the U.S.: Modify the statement will procure all the necessary permits prior to advertisement for bids to will obtain the necessary permits prior to authorization of that portion of the work. Whenever a permit has not been obtained prior to advertisement, notification shall be provided in the bid documents pertaining to the anticipated requirements of the required but pending permit.

7-11.3 Contractor Use of Streets and Roads: The Contractor shall repair any road damages as the result of hauling materials or equipments to a job site to as good of condition as before the hauling began. Leon County shall not be responsible for any damages to the roadways.

7-19 Source of Forest Products: This section is modified to encourage, but not require the use of Florida timber, timber piling or other forest products.
7-24 Disadvantaged Business Enterprise Program: Replace in its entirety with the Leon County Disadvantaged enterprise requirements included in the front-end project specific specifications. If the front end does not address DBE requirements, none shall be required.
7-25 On the Job Training Requirements: With the exception of Federally Aid Contracts, this section shall be deleted in its entirety.
8-5 Qualifications of Contractor Personnel: This section shall be amended to require that the superintendent or other qualified personnel shall be required to read, speak and understand English in order to communicate effectively with county personnel.
9-2.1.1 Fuels: The County will not adjust or track fuel consumption. This section is deleted in its entirety.
9-2.1.2 Bituminous Material: The County will follow this asphalt adjustment procedure for projects meeting the time or volume criteria. The Department is the FDOT and the County will utilize FDOT’s calculations of API posted on the Construction Office website.
9-5.1 Partial Payments General: Delete paragraph 3 regarding the retainage amounts and replace with the county shall withhold 10% of the project cost for all pay requests up to 50% completion, then it shall be reduced to 5% for the remaining balance according to the Florida Local Government Prompt Payment Act. County shall follow Section 9-5.4 for the release of retainage.
9-5.5.2 Partial Payment Amounts: Delete subsection (1). The County will make partial payments monthly without restriction to the minimum payment amount.

Division II
102-6.2 Construction: The County will not provide any equipment or personnel, the contractor shall be solely responsible for all efforts relating to this item.
102-6.6 Operation of Existing Movable Bridge: Substitute that the contractor shall maintain and operate all movable bridges. The County shall have no responsibility whatsoever for this task.
104-7 Maintenance of Erosion Control Features: Delete the reference to the State of Florida Department of Environmental Protection Generic Permit for Stormwater Discharge from Large and Small Construction Activities. The contractor shall maintain all erosion control features as shown on the construction plans or as required by permits.
104-9 and 104-10 Method of Measurement and Basis of Payment: If the contract documents are silent, this basis of measurement and payment for erosion control devices governs otherwise bid quantities for erosion control devices will be paid as a lump sum.
105-1.2.2 Quality Control Inspection: Delete this section as the County does not maintain a testing and material placement database.
105-4.2 & 105-4.4 Producer Quality Control Program Requirements & Compliance with the Materials Manual: In these sections, all references to the Departments Material manual or specifications manual shall remain the Florida Department of Transportation, not Leon County.
105-4.5 & 105-4.6 Producers Quality Control (QC) Plan Review and Acceptance & Producer’s Quality Control (QC) Plan: Submittal to and approval of the Quality Control Plan shall be the Leon County Engineer.
105-7 Lab Qualification Program: Any lab meeting the Florida Department of Transportation’s qualification is permitted to do testing on Leon County projects.
110-1 (3) Clearing and Grubbing- Description: Modify this section to read: Trim trees and shrubs within the project right-of-way that are identified in the Contract documents or are needed to safely conduct the work. Trees not identified for trimming shall be brought to the attention of the County inspector for approval prior to conducting the work. In no case shall trees be trimmed on any canopy road without express designation in writing on the contract documents or by the County Engineer or his designee.

110-6.5 & 120-1.2 Asbestos Containing Materials (ACM) Not Identified Prior to Work & Unidentified Areas of Contamination: These sections are modified to delete the reference to the District Contamination Assessment Coordinator. The County Engineers shall coordinate with the appropriate party and that party shall act as the CAR Contractor outlined in this specification.

120-6.2 Furnishing of Borrow Areas: Delete this section and replace with: Use of an offsite borrow area shall meet all local, state and federal requirements for use of the site as a borrow area.

120-8.4 Reclaimed Asphalt Pavement (RAP) Method: Delete this section. Replace with Reclaimed Asphalt Pavement (RAP) shall be used only if specifically designated on the construction drawings. Requirements and limitations shall also be stated on the construction drawings as applicable.

120-10.1.1 and 120-10.1.2 Initial Equipment Comparison & Initial Production Lot: Delete these sections for initial equipment comparison and initial production lot.

120-10.1.6 Reduced Testing Frequency: delete this methodology. Independent testing is at the sole discretion of the County.

120-10.4 Verification Comparison Criteria and Resolution Procedures: The County reserves the right to follow whatever verification testing schedule the Engineer or his representative deem necessary for the project and is not bound by the frequency suggested by FDOT.

121-3 Mix Design: Modify this section to require submittal of a signed and sealed mix design for the County’s files.

125-8.1.1 General Requirements for Structures and Pipe: Modify the lot definition Lot is defined as one lift of backfill material placement, not to exceed 500 feet for pipe placed under pavement or a single run of pipe connecting two successive structures whichever is less. For pipe installations outside of pavement a lot is defined as one lift of backfill material placement, not to exceed 1000 feet. In both cases, backfill around structures compacted separately from pipes will be considered a separate lot

125-8.1.6: Placement and Compaction Modify to indicate performance verification testing may be done by the county.

125-8.3.3.1 Compaction – Lowest Zone: Revise this section to read Compact soil in the lowest zone and bedding to match contiguous in situ density.

125-8.3.4 Backfill under Wet Conditions: Delete the sentence: Leon County will pay for any select material which is not available from the grading as Unforeseeable Work.

125-9.1.1 Reduced Testing Frequency: Delete this section.

125-9.3.1 Frequency: Add that Verification test is at the discretion of the County. Specify that the Quality control frequency is for under pavement. A lesser frequency for work done outside the pavement may be added onto the project specific plans. If no reduction of frequency is included in the project plans, then this testing frequency applies for all project locations.
**125-10 Verification Comparison Criteria and Resolution Procedures:** Delete the verification and resolution test procedures, the County’s independent test lab results govern the acceptance of a work product.

**145-7 Verification Comparison Criteria and Resolution Procedures:** Delete the comparison and resolution procedures, the County verification tests control the acceptance criteria.

**160-3.2 Application and Acceptance of Stabilizing Material:** Revise the wording to make the verification tests by the County discretionary.

**160-4.1.4.1 Modified Proctor Maximum Density Determination:** Delete the reference to the use of Random Number Generator for determination of mixing depth and modified proctor maximum density testing locations. County inspector in most cases will determine the location of the tests.

**160-4.4.1 Frequency:** Modify the testing frequency for non FDOT Roadways for Stabilization provided by the Contractor. Verification tests shall be at the discretion of Leon County. These values represent in most cases a 50% reduction of contractor provided testing frequency required by FDOT.

<table>
<thead>
<tr>
<th>Test Name</th>
<th>Quality Control</th>
<th>Verification</th>
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</thead>
<tbody>
<tr>
<td>Modified Proctor Maximum Density</td>
<td>One per four consecutive LOTs</td>
<td>At County discretion</td>
</tr>
<tr>
<td>Density</td>
<td>One per two LOTs</td>
<td>At County discretion</td>
</tr>
<tr>
<td>Stabilizing Mixing Depth</td>
<td>One per 500 feet</td>
<td>At County discretion</td>
</tr>
<tr>
<td>LBR</td>
<td>One per four consecutive LOTs</td>
<td>At County discretion</td>
</tr>
<tr>
<td>Gradation, LL/PI &amp; Soil Classification</td>
<td>Not required</td>
<td>At County discretion</td>
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**160-4.5.2 Modified Proctor Maximum Density Determination and 160-4.5.3 Density Testing:** Verification tests are done at the discretion of the County and as is the acceptance of the test results.

**160-4.5.7 Mixing Depth:** Delete the reference to the use of Random Number Generator for determination of mixing depth and modified proctor maximum density testing locations. County inspector in most cases will determine the location of the tests.

**200-5.2 Number of Courses:** The County may elect to utilize different verification testing for the determination of the acceptability of base course installation in thicker than 6” lifts.

**200-7.2.2 Frequency:** Modify the testing frequency for non FDOT Roadways for Base Course installation provided by the Contractor. Verification tests shall be at the discretion of Leon County. These values represent in most cases a 50% reduction of contractor provided testing frequency required by FDOT.
Mainline Pavement Lanes, Turn Lanes, Ramps, Parking Lots, Concrete Culverts and Retaining Wall Systems

<table>
<thead>
<tr>
<th>Test Name</th>
<th>Quality Control - Contractor</th>
<th>Verification - County</th>
</tr>
</thead>
<tbody>
<tr>
<td>Modified Proctor Maximum</td>
<td>One per 16 consecutive LOTs</td>
<td>At County discretion</td>
</tr>
<tr>
<td>Density</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Roadway Surface</td>
<td>Five per LOT</td>
<td>At County discretion</td>
</tr>
<tr>
<td>Roadway Thickness</td>
<td>2 per LOT</td>
<td>At County discretion</td>
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</table>

Shoulder - Only, Bike/Shared Use Path and Sidewalk Construction

<table>
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<tr>
<th>Test Name</th>
<th>Quality Control - Contractor</th>
<th>Verification – County</th>
</tr>
</thead>
<tbody>
<tr>
<td>Modified Proctor Maximum</td>
<td>One per four LOTs</td>
<td>At County discretion</td>
</tr>
<tr>
<td>Density</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Surface</td>
<td>Two per 500 feet</td>
<td>At County discretion</td>
</tr>
<tr>
<td>Thickness</td>
<td>1 per 1000 consecutive feet</td>
<td>At County discretion</td>
</tr>
</tbody>
</table>

200-7.3.1 Quality Control Testing: Modify this section to require the retention of the samples until the County accepts the test results provided by the contractor.

200-7.3.1.2 Depth and Surface Testing Requirements: Delete the reference to the use of Random Number Generator for determination of depth and surface testing locations. County inspector in most cases will determine the location of the tests. Delete the requirement for entering data into the Department’s database.

200-7.3.1.3 Surface & Thickness Reduced Testing Frequency: Delete this section as the testing frequencies have already been reduced.

200-7.3.2 County Verification Tests: This section shall be modified to delete the requirements for verification testing and replace with: All verification testing shall be done at the sole discretion of the County.

234-9 Method of Measurement: Delete the certification of quantities data information that does not pertain to the County pay request format.

327-1 Milling of Existing Pavement Description: Revise to state: unless the County specifically designates the desire to take ownership of the milled material on the project plans, the contractor shall take ownership of milled material.

327-3.2 Quality Control Requirements: The County Inspector will work with the Contractor to assure compliance with milling cross slope and other construction parameters.

334-2.3.1 Reclaimed Asphalt Pavement Material (RAP) General Requirements: The generic substitution of County for Department does not apply to this section. The use of RAP from a FDOT approved stockpile or RAP that has an FDOT furnished Pavement Composition Data Sheet shall remain the Florida Department of Transportation.

334-2.3.4 Pavement Coring Report: The County does not maintain a Pavement Coring Report. This may apply for federal aid roadways.

334-3.2.1 Mix Design General: Delete section and replace with Contractor shall certify adherence to FDOT standard mix design.
Acceptance of the Mixture: Delete all references to adjustment pay factors. The pay factor shall be considered a 1.0 for acceptable work. County shall have the discretion on its independent or verification testing.

Sampling and Testing Requirements: The verification testing shall be at the discretion of the County.

Acceptance Testing Exceptions: Unless stated in the project plans, a LOT will be considered 2000 tons.

Mix Design-FC-5: Revise to require the contractor provide a signed and sealed FC-5 mix design if used.

Basis of Payment: Pay factors are 1.0

Value Added Asphalt Pavement: This section is deleted in its entirety. (Note if the County wants to have this as an option then a dispute resolution system and pavement evaluation criteria needs to be developed or adopted.)

Coarse Aggregate Gradation: Retain the requirement that the aggregate sources must be approved by the Department- meaning FDOT.

Sample Location: Sampling locations must receive approval from the County inspector prior to the taking of the samples. Delete the comparative sampling requirements

Acceptance Sampling and Testing General: Samples shall be taken as directed by the County inspector, not in accordance with a random number generator. The County will provide independent testing of the contractors test samples at its discretion. If the County does independent testing, it shall cast one additional cylinder and hold it for possible future evaluation if required. Delete the requirement for inputting the compressive strength into the sample tracking database within 24 hours. Contractor’s lab shall coordinate, if required, with the County’s independent lab for results comparisons.

Equipment: Identification of equipment to be used in grinding concrete is required.

Basis of Payment: The County does not adjust the contract unit prices.

Value Added Portland Cement Concrete Pavement: Delete this section in its entirety.

Concrete Structures: precast products must be from a plant that is currently on the Department’s Production Facility Listing.

Precast Concrete Box Culvert: Box Culverts shall be obtained from a plant that is currently on the Department’s Production Facility Listing. Proof of said approval must be provided to the county with the shop drawings.

Sealing Cracks and Concrete Structure Surfaces: In the event that the FDOT specification and manufacturers recommendations conflict, it shall be the County’s Engineer decision as to which specification governs.

Pipe Culverts: All pipes shall be provided from a producer on the Department’s Production Facility Listing. Evidence of the suppliers meeting this standard shall be provided with the shop drawing submittal to the county.

Side Drains: The Department’s Drainage Manual and Culvert Service Life Estimator shall remain as the Department’s Drainage Manual and Culvert Service Life Estimator

Railroad Requirements: Add: The contractor is expected to schedule its work to minimize its time within the railroad right of way for work requiring a flagman or watchman.
431-4.8 Bursting: The County may designate pipe bursting for pipes with minimal laterals if deemed appropriate.

449 Precast Concrete Drainage Products: All precast drainage products shall be provided from a producer on the Department’s Production Facility Listing. Evidence of the suppliers meeting this standard shall be provided with the shop drawing submittal to the county.

515 Metal Pedestrian/Bicycle Railings, Guiderails, and Handrails: All products shall be provided from a producer on the Department’s Production Facility Listing.

530 Revetment Systems: Add the requirement that the engineer of record must verify the size of riprap needed for the particular application.

603-2.1 General: All products must be on the FDOT list and must meet the current County controller hardware and software for full compatibility and integration with the existing operations.

611-2.3 Submittal Requirements: The as-built drawings submittal should be signed and sealed paper copies. Drawings in electronic format is also required.

649-4.3 Painting: Factory painting of mast arms and monotubes is required for all County installations. Paint shall be the County Standardized brown. Provide products from a fabricator on the Department’s list of Prequalified Fabricators of Painted Galvanized Steel Strain Poles, Mast Arms and Monotube Assemblies.

670-2 Traffic Controller Assembly Materials: Modify this section to add Specific Controller assemblies must be compatible with County installations and actual controller selection is based on project specific criteria provided on the project plans.

710-8 Corrections for Deficiencies to Applied Painted Pavement Markings: Revise this section to: Reapply a .25-mile section centered around any deficiency, at no additional cost to the County.

711-2 Materials and 713-2 Materials: The County may take random samples of the material at its discretion.

924-1 Admixtures for Concrete: Add: The County Engineer or his designee must approve the use of admixtures.

949 Miscellaneous Components for Manholes, Inlets and Other Structures: Revise to restrict the use of brick for riser adjustment and repairs, not new structures.

972-1 Recycled Plastic Products: Modify to include: The usage of these products is restricted unless specifically noted on the project plans.

981-1 Turf Materials General: Add: The Contractor must reinstall sod matching the type removed. If a conflict arises between the contractor and the property owner regarding replacement sod, the property owner’s claim shall prevail unless the contractor provides evidence of preconstruction sod type.
ENVIRONMENTAL MANAGEMENT PERMIT

Permit #: TEM1900023

Project Name: 
Location: PAUL DIRAC DR
Permittee Name: INNOVATION PARK COMMON
Date Issued: 04/30/2019
Expiration: 04/30/2022
Extended Date: 
Extension No.: 
Agent: DUSTIN EVANS
Phone #: 850-668-5211

Inspector: Don Cooksey
Phone #: (850) 891-7043

PERMIT INCLUDES THE FOLLOWING COMPONENTS:

Stormwater: MINOR     Tree Removal: Y     Landscape: N

PERMIT EXHIBITS: 

A Approved Site Plans
B Special Conditions that Apply to this Permit
Other:

REQUIREMENTS:

X Pre-Construction Conference
X Record Drawings (as-buils)
     Stormwater Facility Operating Permit

Conservation Easements
Drainage Easements

The application for this permit has been examined and approved as consistent with the City of Tallahassee Land Development Code. This permit is issued upon the condition that the applicant will procure and comply with all other necessary Federal, State, and Local permits as well as all conditions listed on the back of this placard. Failure to comply with this condition shall be a violation of the Land Development Code. Failure to conform to the terms and conditions of this permit shall constitute a violation punishable according to law.

Failure to post this permit in a conspicuous place on-site or failure to have the approved plans available on-site may result in the immediate issuance of a stop-work order. Permits may be extended beyond, or expire prior to the above indicated expiration date. The actual expiration date shall be determined in accordance with Ordinance No. 90-0-0044AA.

See Reverse Side for Conditions
CONDITIONS OF THE PERMIT

This permit is subject to conditions as set forth in the Tallahassee Land Development Code and includes, without limit, the following:

1. This permit shall be posted in a conspicuous place on-site and remain in place at all times during the development activity. It should be protected from the elements, including rainfall and remain visible.

2. A copy of the approved plans shall be available on the site at all times during the development activity.

3. A notice of intent to proceed shall be filed with the Land Use and Environmental Services Division of the Growth Management Department at least 24 hours (see special conditions if more than 24 hours is required) prior to initiation of development activity. Notice shall be in writing. Notices received on Fridays will be for activity started on the following Monday or Tuesday if Monday is a legal holiday.

4. A list of the names of the individuals who are in responsible charge of the ongoing work shall be prepared and one or more of the persons listed shall be on-site whenever work is occurring. The list shall be maintained current, protected from the elements, and posted next to the permit and be easily read.

5. Erosion prevention and sediment control measures more extensive than shown on these plan(s) may become necessary for this project during construction.

6. For all projects, unless otherwise indicated as special conditions, the following conditions apply:

   a. The Stormwater Officer Form which includes the name and local telephone number of the stormwater management control officer for the development activity shall be provided to the Environmental Inspector at the Pre-Construction Conference and be posted next to the permit, maintained current, protected from the elements, and be easily read.

   b. A preconstruction conference is required prior to start of any development activity. This conference must be scheduled at least 48 hours in advance and prior to filing the Notice of Intent to Proceed.

   c. A vegetation control inspection and an inspection of the erosion and sediment controls in place are required. Schedule this inspection at least 24 hours in advance. Inspections are made Monday through Friday, excluding holidays.

If the property owner feels that this order is unreasonable or unfairly burdens the use of his/her land, he/she may apply to the City of Tallahassee within 30 days of the receipt of this order under Sec. 70.51, Florida Statutes, the Florida Land Use and Environmental Dispute Resolution Act. The request for relief should be filed with the City Attorney, 300 S. Adams St., Tallahassee, FL, pursuant to City Commission Policy 414CP, which is available online at talgov.com under the Treasurer- Clerk's website, or by calling the City Attorney's Office at (850) 891-8554.
Submit the following information to the City of Tallahassee, Environmental Inspector for review approximately **TWO WEEKS** prior to requesting the Final Environmental Inspection.

**NOTE:** The project must receive approval of the final environmental inspection prior to release of a certificate of occupancy.

• **As-builts/Record Drawings** - (two sets) **including the following information:**
  
  - Finished Floor Elevations - All buildings
  - Detail of the pond control structure - (structure type, size and invert of all pipe, orifices, and weirs, invert of connection at off-site conveyance system, grates and skimmers)
  - Sand filter construction details - (show inverts and sizes of under drain pipe at each cleanout)
  - Pond construction details - (Show topography, top of berm/wall and bottom elevations, sand filter location)
  - Show entire stormwater conveyance system (size, type and invert of all pipes, channels, roof drain systems, structures, curbing, and spot shot elevations in vehicle use areas)
  - Show all sidewalks and vehicle use areas
  - Show all traffic control devices (signs, signals, parking striping and pavement markings)
  - Post Development site data table - impervious area, urban forest area, green space area, number of parking spaces, etc
  - Post construction tree survey (show location, size, species of all urban forest and replant trees, and irrigation systems)
  - Delineate conservation and drainage easement boundaries and label with the OR book and Page number

• **Compliance Report** - **Prepared based on the Record Drawings and Certified by the Engineer of Record**
  
  - Engineer’s statement that project is consistent with permit as required in LDC 5-62(4)
  - Discuss reason and nature of all permit non-compliance or deviations
    - Address protected tree removal not authorized by the permit
    - Identify any modifications required to bring project into compliance with approved plan
  - Provide a post construction tree preservation and replant credit schedule
  - Report as-built Pond Storage and Treatment volumes
  - Retention Ponds - Report the following:
    - Design infiltration rate ______
    - Actual infiltration rate ______ (Provide certified supporting test data)

• **Easements** - Provide copies of all executed and recorded conservation, and drainage easements

• **Stormwater Management Facility Operating Permit** - For Projects that utilize an existing master SWMP, an updated capacity accounting record is required with the compliance report. Projects with new or modified stormwater ponds require a new Operating Permit. Provide the operating permit number in the Compliance Report.
To Whom It May Concern:

The City of Tallahassee pursuant to Chapter 556, Florida Statutes (2003), the “Underground Facility Damage Prevention and Safety Act,” will continue to locate only the City’s utilities in response to a location request received from Sunshine State One-Call of Florida, Inc.

Specifically, this means that you, the excavator digging in the City’s right-of-way, are responsible for locating and avoiding all private utility laterals in that right-of-way. The City does not locate private lines or any utility lines belonging to any other member-operator, as Chapter 556, F.S. defines those entities. The location of private utility laterals is your responsibility.

Should your excavation efforts result in the cutting or breaking of any private utility lateral, you are responsible for repairing that lateral or reimbursing the private owner for any reasonable repair costs incurred in repairing any cut utility lines caused by your excavation efforts. In instances of clear fault, your failure to promptly address these matters may impact your later ability to secure a permit for future excavation in the City’s right-of-ways.

The City of Tallahassee appreciates your efforts to use reasonable care in digging in the City’s right-of-ways.
STORMWATER CONTROL OFFICER
DESIGNATION FORM

The permittee shall designate a Stormwater Control Officer (SCO) for the project prior to or at the pre-construction meeting. The SCO shall be a certified FDEP Stormwater Management Inspector. The permittee and the SCO should read and become thoroughly familiar with the requirements presented in City Commission Policy 417, the Sediment and Erosion Control Standards presented in Section 5-88 of the Tallahassee Land Development Code and the Florida Stormwater, Erosion, and Sedimentation Control Inspectors Manual. In addition, the SCO shall have adequate authority within the project administration to ensure compliance with the requirements for management of stormwater runoff, and the day-to-day operation and maintenance of the erosion and sedimentation control techniques on-site.

The Stormwater Control Officer shall ensure the project site is maintained during all phases of construction in a condition that will prevent tracking or direct flow of mud and sediments onto adjacent property, public streets, ditches or gutters. Any sediments or mud spilled, dropped, washed off-site, or tracked from vehicles onto roadways or into drainage channels shall be recovered and cleaned up immediately.

The permittee may change the SCO but must do so in writing to the City of Tallahassee environmental inspector.

Project Name: ____________________________________________

Stormwater Control Officer: ____________________________________________

Owner: ____________________________________________

Local Address: ____________________________________________

24-hour Telephone Number: ____________________________________________

E-Mail Address: ____________________________________________

FDEP Inspector: ____________________________________________

Signature of Permittee: ____________________________________________
NOTICE OF INTENT TO PROCEED

Date: 

From: 

__________________________

__________________________

__________________________

ATTN: Don Cooksey, Environmental Inspector

Project Name: PAUL DIRAC DR

Permit Number: TEM190023

WE INTEND TO START DEVELOPMENT ACTIVITY

ON _____________ AT _____:____ am/pm

We understand an Environmental Resource Permit (ERP) must be secured for the Water Management District or FDEP, as applicable. This project is covered under ERP or Exemption # ________________

We understand a NPDES - Construction General Permit (CGP) must be secured for construction site that disturb one acre or more. Is this project one acre or larger ________ (yes/no)? If yes, coverage has been secured and is provided under the CGP, NOI # __________________

Note; Failure to provide the above permit numbers will delay start of development activity.

We understand a pre-construction conference with the City Growth Management Inspector is required prior to beginning development activity. This conference must be scheduled at least 48 hours in advance and prior to filing this Notice of Intent to proceed form.

We understand that perimeter sediment controls and tree protection barricades must be installed as presented on the approved plans and inspected by the City Growth Management Inspector before proceeding with other clearing or development activities. A maximum of a 10-foot-wide strip may be cleared for placement of control measures.

______________________________  _______________________
Signature of Owner or Duly Authorized Agent  Date

Printed Name of Above Signee
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