

4.1
P 2-1-03

AGREEMENT

THIS AGREEMENT dated this 27th day of November 2007 by and between LEON COUNTY a charter county and a political subdivision of the State of Florida hereinafter referred to as the County and HALE CONTRACTING INC hereinafter referred to as the Contractor

WHEREAS the County has determined that it would be in the best interest of the citizens of Leon County Florida that the County be able to utilize the services of private persons when such services cannot be reasonably provided by the County and

WHEREAS the County has determined that it would be better to contract for these services than to hire the necessary personnel to satisfy the needs of the County and

WHEREAS in order to secure the lowest cost for these services the County has sought and received competitive bids from contractor for such services

NOW THEREFORE the parties hereto agree as follows

1 SERVICES TO BE PROVIDED

The Contractor hereby agrees to provide the construction services to the County for the Rainbow Acres Paving Project and the Balboa Drainage Improvement Project in accordance with the scope of work terms plans and specifications for Leon County Bid# BC 10 10 07 69 said bid being incorporated into this Agreement as Exhibit A which is attached hereto and as if fully set out herein but only to the extent it is not inconsistent with the Agreement

2 WORK

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

The performance of Leon County of any of its obligations under this Agreement shall be subject to and contingent upon the availability of funds lawfully expendable for the purposes of this Agreement for the current and any future periods provided for within the bid specifications

3 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 365 consecutive calendar days of the Notice to Proceed 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 the sum of \$500 00

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

4 CONTRACT SUM

The Contractor agrees that for the performance of the Services as outlined in Section 1 above it shall be remunerated by the County according to the unit prices contained in the Contractor s bid proposal Exhibit B which is attached hereto

1
2 38

5 PAYMENTS TO THE GENERAL CONTRACTOR

- a Monthly Statements The General Contractor shall submit to the Owner a sworn statement along with the cost reports required showing in detail all monies paid out costs accumulated or cost incurred on account of the Cost of the Project during the previous period This data shall be attached to the partial pay request form Payment by the Owner to the General Contractor of the statement amount shall be made within twenty (20) days after approval of the Engineer and submitted to the Owner Ten percent (10%) retainage shall be held at the discretion of the Owner and Engineer the 10% retainage may be reduced to 5% at 75% completion of the work
- b Final Payment Final payment constituting the unpaid balance of the cost of the Project and the General Contractor's fee shall be due and payable within 45 days after the Project is delivered to the Owner finished and ready for beneficial occupancy or when the Owner occupies the Project whichever event first occurs provided that the Project be then substantially completed and this agreement substantially performed However if there should remain work to be completed the General Contractor and the Engineer shall list those items prior to receiving final payment and the Owner may retain a sum equal to 200% of the estimated cost of completing any unfinished work and the applicable portion of the General Contractor's retain age provided that said unfinished items are listed separately and estimated cost of completing any unfinished items are likewise listed separately Thereafter Owner shall pay to General Contractor monthly the amount retained from each incomplete item after each of said items is completed
- c Payments to Subcontractors The General Contractor shall promptly but not later than 10 days after receipt of payment from the Owner pay all the amount due subcontractors less a retainage of ten percent (10%) If there should remain items to be completed the General Contractor and Engineer shall list those items required for completion and the General Contractor shall require the retainage of a sum equal to 200% of the estimated cost of completing any unfinished items provided that said unfinished items are listed separately and the estimated cost of completing any unfinished items likewise listed separately Thereafter The General Contractor shall pay to the subcontractors monthly the amount retained for each incomplete item after each of said items is completed Before issuance of final payment without any retain age the subcontractor shall submit satisfactory evidence that all payrolls material bills and other indebtedness connected with the Project have been paid or otherwise satisfied warranty information is complete as built markups have been submitted and instruction for the Owner's operating and maintenance personnel is complete Final payment may be made to certain select subcontractors who work is satisfactorily completed prior to the total completion of the Project but only upon approval of the Owner
- d Delayed Payments by Owner If the Owner shall fail to pay the General Contractor within 20 days after the receipt of an approved payment request from the General Contractor then the General Contractor may upon fourteen (14) additional days advance written notice to the Owner and the Engineer stop the Project until payment of the Amount owing has been received provided that the payment request has been submitted in sufficient detail to comply with the guidelines of the Office of the Clerk of the Circuit Court for Leon County In the event that there is a dispute in the amount of the pay request then only the disputed amount shall be held until resolved and the undisputed amount shall be paid within the time limits as stated within this paragraph If undisputed amounts are timely paid then the General Contractor shall not stop the Project in any fashion and the progress of the project shall not be interrupted Both parties agree that best efforts be made to resolve the disputed amount
- e Payment for Materials and Equipment Payments will be made for material and equipment not incorporated in the work but delivered and suitably stored at the site (or another location subject to prior approval and acceptance by the Owner on each occasion)

4 1

1
3 38

AGREEMENT BETWEEN LEON COUNTY AND HALE CONTRACTING INC
BC 10 10 07 69

- f Withholding Payments to Subcontractors The General Contractor shall not withhold payments to subcontractors if such payments have been made to the General Contractor Should the need as solely determined by the General Contractor to withhold payments to subcontractors occur for any reason the General Contractor shall immediately return such monies to the Owner adjusting pay requests and project bookkeeping as required

6 STATUS

The contractor at all times relevant to this Agreement shall 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

7 INSURANCE

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 per occurrence for bodily injury personal injury and property damage If Commercial General Liability Insurance or other form with a general aggregate limit is used either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit
- 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 Insurance covering all employees meeting Statutory Limits 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

4-1-38

- b The Contractor's insurance coverage shall be primary insurance as respects the County its officers officials 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 claims 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
- 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

8 PERMITS

The County shall pay for all necessary permits as required by law

9 LICENSES

The Contractor shall be responsible for obtaining and maintaining his city or county occupational license and any licenses required pursuant to the laws of Leon County the City of Tallahassee or the State of Florida Should the Contractor by reason of revocation failure to renew or any other reason fail to maintain his license to operate the contractor shall be in default as of the date such license is lost

10 ASSIGNMENTS

This Agreement 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

11 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

31

5 38

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 _____ as Principal and _____
_____ 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 _____ 2007

(Name of Principal)

By

(As Attorney In Fact)

(Name of Surety)

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

12 INDEMNIFICATION

The Contractor agrees to indemnify and hold harmless the County its officers and employees from all liabilities losses and costs including but not limited to reasonable attorney s fee to the extent

1
6 38

caused by the negligence 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 allow the Contractor to provide the defense. The Contractor acknowledges that ten dollars (\$10.00) of the amount paid to the Contractor is sufficient consideration for the Contractor's indemnification of the County.

13 MINORITY BUSINESS ENTERPRISE (M/WBE) PARTICIPATION

The Contractor shall meet or exceed the M/WBE participation levels stated in the M/WBE Participation Statement included as part of the bid response for this project, except when the County Good Faith Committee approves an exception.

Any Good Faith Statement provided by a Contractor shall follow the requirements of the Florida Statutes and must demonstrate through documentation that every reasonable effort has been made to achieve the requested percentage.

For those M/WBE firms listed in their bid, Contractors shall be responsible for securing proof of their M/WBE certification and providing copies to the County M/WBE Office.

Also required is a monthly reporting system of the work done by and payments made to certified minority business enterprises as a part of this project. The reports shall detail each invoice submitted to the County and a break down of payments to all subcontractors therein by M/WBE classification.

14 AUDITS, RECORDS, AND RECORDS RETENTION

The Contractor agrees

- a 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 Agreement.
- b To retain all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this Agreement for a period of five (5) years after termination of the Agreement, 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 Agreement.
- c Upon completion or termination of the Agreement 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 above.
- d 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.
- e 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 Agreement and related records and documents, regardless of the form in which kept, at all reasonable times for as long as records are retained.
- f To include these aforementioned audit and record keeping requirements in all approved subcontracts and assignments.

15 MONITORING

31

7 38

AGREEMENT BETWEEN LEON COUNTY AND HALE CONTRACTING INC
BC 10 10 07 69

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 Agreement and interview any clients and employees of the provider to assure the County of satisfactory performance of the terms and conditions of this Agreement

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 Agreement 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 Agreement (2) the withholding of payments to the provider by the County and (3) the termination of this Agreement for cause

16 FINAL INSPECTION

The Contractor shall maintain all work in first class condition until it has been completed as a whole and been accepted by Leon County Upon seven (7) days notice from the Contractor of completion of this project the Director of Public Works Services will set up a semi final inspection with the Contractor the Chief of Construction Management the Chief of Engineering the Project Engineer and himself

If at the semi final inspection all construction provided for and contemplated by the Agreement is found completed to the County s satisfaction such inspection shall constitute the final inspection If however at any semi final inspection any work is found unsatisfactory in whole or in part the Contractor shall be given the necessary instructions as to the replacement of material and performance or re performance of work necessary and prerequisite as to final completion and acceptance and the Contractor forthwith shall comply and execute such instructions When all materials have been furnished all work performed and all construction contemplated by the Agreement satisfactorily completed a written notice of final acceptance will be given to the Contractor

17 GUARANTEE OF WORK

Except as otherwise specified all work shall be guaranteed by the Contractor against defects resulting from the use of inferior materials equipment or workmanship for one (1) year from the date of final acceptance in writing by the Director of Public Works No express warranty or guarantee contained herein shall in any way limit avoid displace or modify any implied warranties or guarantees owed by the Contractor to the County

If within the guarantee period repairs or changes are required in connection with the guaranteed work which in the opinion of the Director of Public Works is rendered necessary as the result of the use of materials equipment or workmanship which are defective or inferior or not in accordance with the terms of the Agreement the Contractor shall promptly upon receipt of notice from the County and without expense to the County

- a Place in satisfactory condition in every particular all of such guaranteed work correct all defects therein
- b Make good all damage to the structure/or site or equipment or contents thereof which in the opinion of the Director of Public Works is a result of the use of materials equipment or workmanship which are inferior defective or not in accordance with the terms of the Agreement
- c Make good any work or materials or the equipment and contents or structures or site disturbed in fulfilling any such guarantee

AGREEMENT BETWEEN LEON COUNTY AND HALE CONTRACTING INC
BC 10 10 07 69

In any case where in fulfilling the requirements of the Agreement or of any guarantee embraced in or required thereby the Contractor disturbs any work guaranteed under Agreement he shall restore such disturbed work to conditions satisfactory to the Director of Public Works and guarantee such restored work to the same extent as it was guaranteed under the original Agreement

If the Contractor after notice fails to proceed within ten (10) working days to comply with the terms of the guarantee the County may have the defects corrected and the Contractor and his surety shall be liable for all expenses incurred

18 TERMINATION

Leon County may terminate this Agreement without cause by giving the Contractor thirty (30) days written notice of termination Either party may terminate this Agreement 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 Agreement by mailing a notice of termination to the Contractor

19 PUBLIC ENTITY CRIMES STATEMENT

In accordance with Section 287.133 Florida Statutes Contractor hereby certifies that to the best of his knowledge and belief neither Contractor nor his affiliates has been convicted of a public entity crime Contractor and his affiliates shall provide the County with a completed public entity crime statement form no later than January 15 of each year this Agreement is in effect Violation of this section by the Contractor shall be grounds for cancellation of this Agreement by Leon County

20 NON WAIVER

Failure by the County to enforce or insist upon compliance with any of the terms or conditions of this Agreement or failure to give notice or declare this Agreement terminated shall not constitute a general waiver or relinquishment of the same or of any other terms conditions or acts but the same shall be and remain at all times in full force and effect

21 REVISIONS

In any case where in fulfilling the requirements of this Agreement or of any guarantee embraced in or required thereby it is necessary for the Contractor to deviate from the requirements of the bid Contractor shall obtain the prior written consent of the County

22 VENUE

Venue for all actions arising under this Agreement shall lie in Leon County Florida

23 CONSTRUCTION

The validity construction and effect of this Agreement shall be governed by the laws of the State of Florida

The remainder of this page intentionally left blank

1
9 28

AGREEMENT BETWEEN LEON COUNTY AND HALE CONTRACTING INC
BC 10 10 07 69

WHERETO the parties have set their hands and seals effective the date whereon the last party
executes this Agreement

CONTRACTOR

WITNESS _____ BY _____
President

WITNESS _____ DATE _____

(CORPORATE SEAL)

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____ 20__

By _____ of _____
(Name of officer or agent title of officer or agent) (Name of corporation acknowledging)

a _____ corporation on behalf of the corporation He/she is personally
(State or place of incorporation)

known to me or has produced _____ as identification
(type of identification)

Signature of Notary

Print Type or Stamp Name of Notary

Title or Rank

Serial Number If Any

1
10 38

AGREEMENT BETWEEN LEON COUNTY AND HALE CONTRACTING INC
BC 10 10 07 69

LEON COUNTY FLORIDA

BY _____
C E DePuy Jr Chairman
Board of County Commissioners

DATE _____

ATTEST
BOB INZER CLERK OF THE COURT
LEON COUNTY FLORIDA

By _____

APPROVED AS TO FORM
LEON COUNTY ATTORNEY S OFFICE

By _____
Herbert W A Thiele Esq
County Attorney

Bid Title Rainbow Acres Paving and Stormwater Project and Balboa Drainage Improvement Project
Bid No BC 10 10 07 69
Opening Date Wednesday October 10 2007 @ 2 00 PM
Location 2284 Miccosukee Road Tallahassee Florida 32308

INSTRUCTION TO BIDDERS

To Insure Acceptance of Your Bid Please Follow These Instructions

- 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 BC 10 10 07 69
Board of County Commissioners
Leon County Purchasing Division
2284 Miccosukee 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
- 4 The bid opening shall be public on the date and time specified on the bid 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
- 5 Bidders are expected to examine the specifications delivery schedule 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
- 6 If you are not submitting a bid but wish to remain on our bid list please return the Statement of No Bid form and provide an explanation in detail where requested
- 7 Special Accommodation Any person requiring a special accommodation at a Pre Bid Conference or Bid/RFP 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/RFP opening If you are hearing or speech impaired please contact the Purchasing Division by calling the County Administrator's Office using the Florida Relay Service which can be reached at 1(800) 955 8771 (TDD)

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

Bid Title Rainbow Acres Paving and Stormwater Project and Balboa Drainage Improvement Project
Bid No BC 10 10 07 69
Opening Date Wednesday October 10 2007 at 2 00 PM

PURPOSE

Leon County is seeking the services of a qualified contractor for the paving of roads in the Rainbow Acres subdivision related drainage work for providing the necessary stormwater treatment and the construction of a stormwater management facility to provide flood control for the area as well as provide a portion of the required stormwater treatment for the Rainbow Acres project All work will be performed on a unit price basis for the items as listed within this invitation to bid

The Scope of Work for the Rainbow Acres paving and stormwater improvements is contained in Attachment A All work is to be performed in accordance with the Scope of Work and the drawings prepared by John Sliger II P E of Reynolds Smith and Hills Inc and dated October 4 2004

The Balboa Drainage Improvement Project Scope of Work is in Attachment B All work is to be performed in accordance with these respective Scopes of Work and the drawings prepared John Sliger II P E of Reynolds Smith and Hills Inc and dated August 18 2004

QUESTIONS

The last day to submit questions for clarifications is Tuesday October 2 2007 by 5 00 PM

BID DEADLINE

Bid must be submitted no later than Wednesday October 10 2007 at 2 00 PM

PRE BID CONFERENCE

A Pre Bid Conference is scheduled for Wednesday September 26 2007 at 10 00 AM The Pre Bid Conference will be held in the Purchasing Bid Room 2284 Miccosukee Road Tallahassee Florida

CONTRACTOR S QUALIFICATIONS

All Roadway Construction Contractors and Stormwater Conveyance Contractors used on the project shall possess a current and valid FDOT Certificate of Qualifications Notarized copies of both the contractor s and any proposed subcontractors Certificate of Qualifications shall be submitted to Leon County concurrent with bid Failure to demonstrate FDOT certification in the fashion described will result in the rejection of bid

OFFEROR REGISTRATION

Offerors who obtain solicitation documents from sources other than the Leon County Purchasing Division or Demandstar com MUST officially register with the County Purchasing Division in order to be placed on the planholders list for the solicitation This list is used for communications from the County to prospective Offerors Also Offerors 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 as a prospective Offeror through the Purchasing Division or online through Demandstar com may cause your submittal to be rejected as non responsive

BID INFORMATION AND CLARIFICATION

Questions pertaining to bid procedures or regarding the specifications should be addressed to Keith Roberts or Don Tobin phone(850) 606 1600 fax (850) 606 1601 E mail robertsk@leoncountyfl.gov or tobind@leoncountyfl.gov Written inquiries are preferred

All prospective Offerors are hereby instructed not to contact any member of the Board of County Commissioners County Administrator or Leon County staff member other than the contact persons listed above regarding this solicitation or their submittal at any time prior to the final evaluation and

Bid Title Rainbow Acres Paving and Stormwater Project and Balboa Drainage Improvement Project
Bid No BC 10 10 07 69
Opening Date Wednesday October 10 2007 at 2 00 PM

recommended ranking by County staff for this project Any such contact shall be cause for rejection of your submittal

Each Vendor shall examine the Bidding Documents carefully and no later than seven days prior to the date for receipt of bids he shall make a written request to the Owner for interpretations or corrections of any ambiguity inconsistency or error which he may discover All interpretations or corrections will be issued as addenda The Owner 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

PREPARATION AND SUBMISSION OF BID

Each Vendor 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 Vendor 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

PLANHOLDERS

As a convenience to vendors Leon 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/Purchasing/Bid.asp> by simply clicking the planholder link to the right of the respective solicitation A listing of the registered vendors with their telephone and fax numbers is designed to assist vendors in preparation of their responses

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/purchasing/addenda/index.asp> 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 vendors who have been registered as receiving a bid package) receive the documents It is the responsibility of the vendor 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

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

Bid Title Rainbow Acres Paving and Stormwater Project and Balboa Drainage Improvement Project
Bid No BC 10 10 07 69
Opening Date Wednesday October 10 2007 at 2 00 PM

BID GUARANTEE

Bids shall be accompanied by a 5 / bid guarantee which shall be a Bid Bond Certified or Cashier's Check or Bank Draft (no cash, company, or personal checks will be accepted) made payable to the Board of County Commissioners Leon County Florida Such check bank draft or bond shall be submitted with the understanding that the bonds will be held until award of bid

The Owner reserves the right to hold the Bid Guarantee of the Bidders until after a contract has been entered into or a purchase order has been executed The accepted Bidders bid bond will be held until execution of this contract and may be forfeited due to non performance

The check or bond shall be submitted with the understanding that it shall guarantee that the Bidder will not withdraw his bid for a period of 90 days after the scheduled closing time for the receipt of bids It shall also guarantee that the successful vendor will enter into a contract within ten (10) days after he has received notice of acceptance of his bid In the event of withdrawal of bid or failure to enter into and fully execute the contract within ten (10) days the contractor may be deemed in to be in default In such an event the contractor shall be liable to the Owner for the full amount of the default

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 _____ as Principal and _____
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

Bid Title Rainbow Acres Paving and Stormwater Project and Balboa Drainage Improvement Project
Bid No BC 10 10 07 69
Opening Date Wednesday October 10 2007 at 2 00 PM

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 2005

(Name of Principal)

By

(As Attorney In Fact)

(Name of Surety)

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

OCCUPATIONAL LICENSES AND REGISTRATIONS

The contractor shall be responsible for obtaining and maintaining throughout the contract period his or her city or county occupational license and any licenses required pursuant to the laws of Leon County the City of Tallahassee or the State of Florida. Every vendor submitting a bid on this invitation for bids **shall** include a copy of the company's local business or occupational license(s) or a written statement on letterhead indicating the reason no license exists. Leon County Florida based businesses are required to purchase an Occupational License to conduct business within the County. Vendors residing or based in another state or municipality but maintaining a physical business facility or representative in Leon County may also be required to obtain such a license by their own local government entity or by Leon County. For information specific to Leon County occupational licenses please call (850) 488 4735

If the contractor 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

CONTRACTOR'S LICENSING REQUIREMENTS

- 1 Contractor shall possess appropriate licensing as required by Florida statutes which mandate specific licensing for Contractors engaged in the type of work covered by this solicitation. Further Contractor shall meet all requirements of the State of Florida Department of Business and Professional Regulation Construction Industries Licensing Board and licensure and/or registration requirements of other federal state regional County or municipal agencies having jurisdiction over the specified construction work
- 2 Said licenses shall be in the Bidder's name as it appears on the Bid Form. Bidder shall supply appropriate license numbers with expiration dates as a part of their bid. Failure to possess and provide proof of proper licensing certification and/or registration may be grounds for rejection of the bid

Bid Title Rainbow Acres Paving and Stormwater Project and Balboa Drainage Improvement Project
Bid No BC 10 10 07 69
Opening Date Wednesday October 10 2007 at 2 00 PM

- 3 Bidder shall provide copies of all applicable licenses with their Bid
- 4 Subcontractors contracted by the Contractor shall be licensed in their respective fields to obtain construction permits from the County All licenses must be in the name of the subcontractor It shall be the responsibility of the Contractor to enforce this provision The County reserves the right to inspect all licenses at any time and may find the Contractor in default should appropriate documentation or licenses not be produced

LOCAL PREFERENCE IN PURCHASING AND CONTRACTING

- 1 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

a) Individuals or firms which 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 five percent of the bid price

b) 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

- 2 Local business definition 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 the County 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

- 3 Certification Any vendor 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 vendor meets the definition of a local business

PAYMENTS TO THE GENERAL CONTRACTOR

- 1 Monthly Statements The General Contractor shall submit to the Owner a sworn statement along with the cost reports required showing in detail all monies paid out costs accumulated or cost incurred on account of the Cost of the Project during the previous period This data shall be attached to the partial pay request form Payment by the Owner to the General Contractor of the statement amount shall be made within twenty (20) days after approval of the Engineer and submitted to the Owner Ten percent (10 /) retainage shall be held at the discretion of the Owner

Bid Title Rainbow Acres Paving and Stormwater Project and Balboa Drainage Improvement Project
Bid No BC 10 10 07 69
Opening Date Wednesday October 10 2007 at 2 00 PM

and Engineer the 10 % retainage may be reduced to 5% at 75% completion of the work

- 2 Final Payment Final payment constituting the unpaid balance of the cost of the Project and the General Contractor's fee shall be due and payable within 45 days after the Project is delivered to the Owner finished and ready for beneficial occupancy or when the Owner occupies the Project whichever event first occurs provided that the Project be then substantially completed and this agreement substantially performed However if there should remain work to be completed the General Contractor and the Engineer shall list those items prior to receiving final payment and the Owner may retain a sum equal to 200 % of the estimated cost of completing any unfinished work and the applicable portion of the General Contractor's retain age provided that said unfinished items are listed separately and estimated cost of completing any unfinished items are likewise listed separately Thereafter Owner shall pay to General Contractor monthly the amount retained from each incomplete item after each of said items is completed

- 3 Payments to Subcontractors The General Contractor shall promptly but not later than 10 days after receipt of payment from the Owner pay all the amount due subcontractors less a retain age of ten percent (10%) If there should remain items to be completed the General Contractor and Engineer shall list those items required for completion and the General Contractor shall require the retain age of a sum equal to 200% of the estimated cost of completing any unfinished items provided that said unfinished items are listed separately and the estimated cost of completing any unfinished items likewise listed separately Thereafter The General Contractor shall pay to the subcontractors monthly the amount retained for each incomplete item after each of said items is completed Before issuance of final payment without any retain age the subcontractor shall submit satisfactory evidence that all payrolls material bills and other indebtedness connected with the Project have been paid or otherwise satisfied warranty information is complete as built markings have been submitted and instruction for the Owner's operating and maintenance personnel is complete Final payment may be made to certain select subcontractors who work is satisfactorily completed prior to the total completion of the Project but only upon approval of the Owner

- 4 Delayed Payments by Owner If the Owner shall fail to pay the General Contractor within 20 days after the receipt of an approved payment request from the General Contractor then the General Contractor may upon fourteen (14) additional days advance written notice to the Owner and the Engineer stop the Project until payment of the Amount owing has been received provided that the payment request has been submitted in sufficient detail to comply with the guidelines of the Office of the Clerk of the Circuit Court for Leon County In the event that there is a dispute in the amount of the pay request then only the disputed amount shall be held until resolved and the undisputed amount shall be paid within the time limits as stated within this paragraph If undisputed amounts are timely paid then the General Contractor shall not stop the Project in any fashion and the progress of the project shall not be interrupted Both parties agree that best efforts be made to resolve the disputed amount

- 5 Payment for Materials and Equipment Payments will be made for material and equipment not incorporated in the work but delivered and suitably stored at the site (or another location subject to prior approval and acceptance by the Owner on each occasion)

- 6 Withholding Payments to Subcontractors The General Contractor shall not withhold payments to subcontractors if such payments have been made to the General Contractor Should the need as solely determined by the General Contractor to withhold payments to subcontractors occur for any reason the General Contractor shall immediately return such monies to the Owner adjusting pay requests and project bookkeeping as required

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

Bid Title Rainbow Acres Paving and Stormwater Project and Balboa Drainage Improvement Project
Bid No BC 10 10 07 69
Opening Date Wednesday October 10 2007 at 2 00 PM

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

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.

1. Minimum Limits of Insurance. Contractor shall maintain limits no less than
 - a. General Liability. \$1 000 000 combined single limit per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
 - b. Automobile Liability. \$1 000 000 combined single limit per accident for bodily injury and property damage (Non owned, Hired Car).
 - c. Workers Compensation and Employers Liability. Workers Compensation insurance covering all employees and meeting Statutory Limits 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.

2. 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.

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

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

Bid Title Rainbow Acres Paving and Stormwater Project and Balboa Drainage Improvement Project
Bid No BC 10 10 07 69
Opening Date Wednesday October 10 2007 at 2 00 PM

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

- 2 The Contractor s insurance coverage shall be primary insurance as respects the County it officers officials 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
- 3 Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the county its officers officials employees or volunteers
- 4 The Contractor s insurance shall apply separately to each insured against whom claims is made or suit is brought except with respect to the limits of the insurer s liability

b 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

- 4 Acceptability of Insurers Insurance is to be placed with insurers with a Best s rating of no less than A VII
- 5 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

- 6 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

REJECTION OF BIDS

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

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 be considered 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 contents of the bid form

Bid Title Rainbow Acres Paving and Stormwater Project and Balboa Drainage Improvement Project
Bid No BC 10 10 07 69
Opening Date Wednesday October 10 2007 at 2 00 PM

will be made public for the information of vendors and other interested parties who may be present either in person or by representative

WITHDRAWAL OF BIDS

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

AWARD OF BIDS

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

Notice of the intended award is provided through an agenda item to the Board of County Commissioners containing a recommendation of award. The agenda for each meeting of the County Commission is available on the County website at www.leoncountyfl.gov. A vendor may request in their bid submittal a copy of the bid tabulation sheet to be mailed in a vendor provided stamped self addressed envelope for their record.

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 vendor 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.

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.

Bid Title Rainbow Acres Paving and Stormwater Project and Balboa Drainage Improvement Project
Bid No BC 10 10 07 69
Opening Date Wednesday October 10 2007 at 2 00 PM

- 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

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

BID CHALLENGE

Any bid award recommendation may be challenged on the grounds of irregularities in the specifications bid procedure or the evaluation of the bid. Such notice of intent of bid challenge shall be made in writing to the Purchasing Director within 72 hours (excluding weekends and holidays) after receipt of the intended recommendation of award. Challenger shall file a formal written bid challenge within 10 days after the date in which the notice of intent of bid challenge has been submitted. Failure to file a notice of intent of bid challenge or failure to file a formal written bid challenge shall constitute a waiver of all rights granted under this section. The vendor shall be responsible for inquiring as to any and all award recommendation/postings

Should concerns or discrepancies arise during the bid process vendors 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. Vendors are not to contact departments/divisions regarding the vendor complaint

At the time fixed for the opening of bids the contents of the Bid Form will be made public for the information of vendors and other interested parties who may be present either in person or by representatives

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

Bid Title Rainbow Acres Paving and Stormwater Project and Balboa Drainage Improvement Project
Bid No BC 10 10 07 69
Opening Date Wednesday October 10 2007 at 2 00 PM

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.

PENALTIES

BIDS MAY BE REJECTED AND/OR VENDOR(S) DISQUALIFIED FOR THE FOLLOWING REASONS

- 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 vendor 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

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.

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

Bid Title Rainbow Acres Paving and Stormwater Project and Balboa Drainage Improvement Project
Bid No BC 10 10 07 69
Opening Date Wednesday October 10 2007 at 2 00 PM

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

WARRANTIES

Bidder will warrant title to all goods sold and such warranty may not

- 1 Be for a period less than five (5) years
- 2 Limit the County's remedies under Chapter 672 Florida Statutes
- 3 Exclude or modify a warranty of merchantability as provided for in Section 672 314 Florida Statutes or
- 4 Exclude or modify a warranty of fitness as provided for in Section 672 315 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

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 365 consecutive calendar days of the Notice to Proceed 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 the sum of \$500

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

PERMITS

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

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 officers and employees from all liabilities losses and costs including but not limited to reasonable attorney's fee to the extent caused by the negligence 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 allow the Contractor to provide the defense The Contractor acknowledges that ten dollars (\$10 00) of the amount paid to the Contractor is sufficient consideration for the Contractor's indemnification of the County

EXHIBIT A

Bid Title Rainbow Acres Paving and Stormwater Project and Balboa Drainage Improvement Project
Bid No BC 10 10 07 69
Opening Date Wednesday October 10 2007 at 2 00 PM

CONSTRUCTION SITE SIGNAGE

Contractor shall provide appropriate construction site signage to be placed at a site approved in advance by the County Project manager Sign is to be diagramed by the vendor with approval of a proof to be made by the Director of Facilities Management prior to being ordered or erected Signage shall meet the following specifications

The sign will be made from a 4 ft x 8 ft sheet of 3/4 inch exterior grade BC plywood The plywood shall be painted with White Enamel Gloss The temporary sign shall be mounted on 4x4 pressure treated posts with a minimum of 2 feet of burial and 6 feet of exposed height for maximum visibility

Lettering shall be a non serif block print in black type Any logos used must have prior written consent for use of the respective entities The sign content shall consist of the following

- 1) Leon County project name
- 2) Leon County Seal
- 3) Names and District of each of the Leon County Board Of County Commissioner with the Chairman and Vice Chairman appropriately identified
- 4) Name of County Administrator and County Attorney
- 5) Name of Director of Facilities Management & Construction
- 6) Name of General Contractor with major subcontractors
- 7) Name of Architect with consultants
- 8) Name and logo of major material manufacturers (where appropriate and approved by County)

CONSTRUCTION LIEN REQUIREMENTS

The Contractor shall comply with all of the requirements of the Florida Construction Lien Law Chapter 713 Part Florida Statutes Proper Notice of Commencement must be filed with the Clerk of the Circuit Court the Leon County Building Inspection and noticed at the job site

In addition the Contractor shall warrant the title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates of Payment have been previously issued and/or payments received from the Owner shall to the best of the Contractor's knowledge information and belief be free and clear of liens claims security interests or encumbrances in favor of the Contractor Subcontractors material suppliers or other persons or entities making a claim by reason of having provided labor materials and equipment relating to the work The Contractor shall secure all releases of lien and provide same to the County

FINAL CONSTRUCTION INSPECTION

The Contractor shall maintain all work in first class condition until it has been completed as a whole and been accepted by Leon County Upon seven (7) days notice from the Contractor of completion of this project the Director of Public Works will set up a semi final inspection with the Contractor the Project Manager and himself

If at the semi final inspection all construction provided for and contemplated by the contract is found completed to the County's satisfaction such inspection shall constitute the final inspection If however at any semi final inspection any work is found unsatisfactory in whole or in part the Contractor shall be given the necessary instructions as to the replacement of material and performance or re performance of work necessary and prerequisite as to final completion and acceptance and the Contractor forthwith shall comply and execute such instructions When all materials have been furnished all work performed and all construction contemplated by the contract satisfactorily completed a written notice of final acceptance will be given to the Contractor

Bid Title Rainbow Acres Paving and Stormwater Project and Balboa Drainage Improvement Project
Bid No BC 10 10 07 69
Opening Date Wednesday October 10 2007 at 2 00 PM

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 therefor

- 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

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
- _____ Applicable Licenses/Registrations
- _____ Equal Opportunity/Affirmative Action Statement
- _____ Identical Tie Bid Statement
- _____ Completed Public Entity Crimes Statement
- _____ Insurance Certification Form
- _____ Certification/Debarment
- _____ Affidavit Certification Immigration Laws

Bid Title Rainbow Acres Paving and Stormwater Project and Balboa Drainage Improvement Project
Bid No BC 10 10 07 69
Opening Date Wednesday October 10 2007 at 2 00 PM

**ATTACHMENT A
RAINBOW ACRES PROJECT**

SUMMARY OF WORK

The scope of work to be performed under this unit price bid contract for the Rainbow Acres Project has two major components paving the roads within the Rainbow Acres subdivisions and providing the necessary stormwater treatment for the added impervious area

The proposed work is located in

County Leon Section 14 Township 1S Range 1W

GENERAL REQUIREMENTS

The construction sequence and design notes are shown on the construction plans Except as modified by the bid instructions the general conditions supplementary conditions and the technical specifications herein construction procedure materials and equipment shall be in accordance with the following specifications and contract documents

- A Florida Department Of Transportation (F D O T) Standard Specifications for Road and Bridge Construction 2000 Edition and all supplemental documents thereto
- B F D O T Roadway and Traffic Design Standards 2002
- C Manual on Uniform Traffic Control Devices (MUTCD) Federal Highway Administration

In the event of any conflict between the F D O T standard specifications and the specifications of this contract the specifications of this contract shall govern The term Engineer represents Leon County Engineer or his designee

SPECIFIC REQUIREMENTS

- 1 No work shall commence until all Permits have been received and Notice to Proceed has been issued
- 2 The slope on all mitered end sections (MES) are to be 3 1 unless otherwise specified in the plans
- 3 All Rip Rap Rubble at cross side drains and energy dissipater pads within the ponds shall be grouted rip rap
- 4 Working hours will be weekdays 9 00 am to 4 00 pm unless otherwise specified by County Engineer
- 5 The Contractor will be responsible for construction layout and surveying Pay item LC001 to be lump sum
- 6 The Contractor will be required to prepare and submit for approval by the County engineer an erosion control plan addressing prevention control and abatement of water pollution
- 7 The Contractor will be required to obtain an NPDES Notice of Intent Permit from FDEP
- 8 All conventional type paving equipment used for placing asphalt both leveling and surface placement shall be outfitted with electronic devices capable of maintaining uniform cross slope control joint matching and leveling of the asphalt mix within the allowable tolerances

Bid Title Rainbow Acres Paving and Stormwater Project and Balboa Drainage Improvement Project
Bid No BC 10 10 07 69
Opening Date Wednesday October 10 2007 at 2 00 PM

- 9 Leon County shall reserve the right to sample any or all materials to determine that materials meet specifications Failure to meet specifications shall be cause for cancellation of delivery rejection of materials provided for partial or full payment deduction as determined by the county representative
- 10 Within 15 days after the contract has been awarded the Contractor shall submit to the engineer or his designee a working schedule for the project showing in detail the working day on which he expects to begin and complete each of the various major items of the work to be performed
- 11 The Contractor follow the traffic control plan and coordinate the plan with the Chief of Construction Management any deviation must be approved by Chief of Construction Management or the project engineer The Contractor shall maintain access to all existing streets and private entrances throughout project construction This project anticipates the need for traffic control devices listed in the MUCTD and FDOT Roadway Standard Indices
- 12 The Contractor shall furnish erect and maintain all necessary barricades warning danger and detour signs suitable and adequate lights provide flagmen where necessary to direct traffic and take all other precautions to protect the work and the public Streets which are closed to traffic by authority of Leon County shall be adequately barricaded and marked with warning and detour signs and lights at all intersections and crossings along the detours Street closing and detour routing shall be requested of and receive approval from the engineer or his designee prior to implementation Any temporary detour shall be adequately marked throughout its length All detour routes shall be maintained by the Contractor in a safe and passable condition at all times and at such time as the detour is no longer necessary the streets constituting the detour route shall be restored to a condition equal to the condition of such streets prior to their use for detours all to the satisfaction of the engineer or his designee
- 13 The Contractor shall remove all equipment from existing roadway and the shoulder during non working hours to ensure the least practicable interference with traffic and pedestrians
- 14 No night work shall be performed unless adequate lighting is provided and approval given by the engineer or his designee If the existing lighting is not adequate the Contractor shall be responsible for providing artificial lighting that shall be approved by the engineer or his designee
- 15 The Contractor shall be responsible for temporary pavement markings where required and all necessary materials and equipment to place the markings in accordance with the manual on uniform traffic control devices and the direction of the engineer or his designee
- 16 Obstructions and barricades shall be lighted at night and such lights shall be kept burning from sunset to sunrise All such signing and traffic control within the limits of the project shall be done in accordance with the engineer or his designee applicable OSHA regulations and MUTCD
- 17 The Contractor shall verify location of all right of way and easement limits prior to construction in an area and maintain clearly marked right of way and easement limits around all construction activities Any monument within the limits of construction is to be protected If in danger of damage the Contractor shall notify the engineer or his designee
- 18 The exact location of all utilities in the vicinity of construction activities shall be determined by the Contractor prior to construction The Contractor shall contact all utility companies prior to beginning of construction and coordinate schedules with utility owners during construction
- 19 Proposed drainage structures and pipes shown in the plans and profiles shall be constructed to the layout elevations and grades shown in the plans and profiles Modifications to the proposed layout or elevations shall be approved by the engineer
- 20 The Contractor shall notify the engineer of any encroachment of the right of way affecting construction activities a minimum of fourteen working days prior to construction activities The

Bid Title Rainbow Acres Paving and Stormwater Project and Balboa Drainage Improvement Project
Bid No BC 10 10 07 69
Opening Date Wednesday October 10 2007 at 2 00 PM

- engineer shall notify private property owners of encroachment of a minimum of seven working days prior to commencement of construction Any encroachments not removed by the property owners shall be removed by the Contractor as part of the clearing and grubbing for the project
- 21 Substitutions or changes shall be made to this plan according to all governmental requirements and with prior approval from the engineer
 - 22 Post all applicable permits as required
 - 23 The Contractor shall provide Sheriff's Deputy at their hourly rate as needed per Leon County Engineer's or Inspector's discretion The Contractor shall pay the weekly invoice from the Sheriff's Department and submit to the County for reimbursement

Bid Title **Rainbow Acres Paving and Stormwater Project and Balboa Drainage Improvement Project**
Bid No **BC 10 10 07 69**
Opening Date **Wednesday October 10 2007 at 2 00 PM**

ATTACHMENT B
BALBOA DRAINAGE PROJECT

SUMMARY OF WORK

The scope of work to be performed under this unit price bid contract for the Balboa Drainage Improvement Project is to construct an stormwater management facility that will provide flood control for the area and stormwater treatment for a portion of the Rainbow Acres Project

The proposed work is located in

County Leon Section 14 Township 1S Range 1W

GENERAL REQUIREMENTS

The construction sequence and design notes are shown on the construction plans Except as modified by the bid instructions the general conditions supplementary conditions and the technical specifications herein construction procedure materials and equipment shall be in accordance with the following specifications and contract documents

- A Florida Department Of Transportation (F D O T) Standard Specifications for Road and Bridge Construction 2000 Edition and all supplemental documents thereto
- B F D O T Roadway and Traffic Design Standards 2002
- C Manual on Uniform Traffic Control Devices (MUTCD) Federal Highway Administration

In the event of any conflict between the F D O T standard specifications and the specifications of this contract the specifications of this contract shall govern The term Engineer represents Leon County Engineer or his designee

SPECIFIC REQUIREMENTS

- 1 No work shall commence until all Permits have been received and Notice to Proceed has been issued
- 2 The slope on all mitered end sections (MES) are to be 3 1 unless otherwise specified in the plans
- 3 All Rip Rap Rubble at cross side drains and energy dissipator pads within the ponds shall be grouted rip rap
- 4 Working hours will be weekdays 9 00 am to 4 00 pm unless otherwise specified by County Engineer
- 5 The Contractor will be responsible for construction layout and surveying Pay item LC001 to be lump sum
- 6 The Contractor will be required to obtain an NPDES Notice of Intent Permit from FDEP
- 7 All conventional type paving equipment used for placing asphalt both leveling and surface placement shall be outfitted with electronic devices capable of maintaining uniform cross slope control joint matching and leveling of the asphalt mix within the allowable tolerances
- 8 Leon County shall reserve the right to sample any or all materials to determine that materials meet specifications Failure to meet specifications shall be cause for cancellation of delivery rejection of materials provided for partial or full payment deduction as determined by the county representative

EXHIBIT A

Bid Title Rainbow Acres Paving and Stormwater Project and Balboa Drainage Improvement Project
Bid No BC 10 10 07 69
Opening Date Wednesday October 10 2007 at 2 00 PM

- 9 Within 15 days after the contract has been awarded the Contractor shall submit to the Engineer or his designee a working schedule for the project showing in detail the working day on which he expects to begin and complete each of the various major items of the work to be performed
- 10 The Contractor follow the traffic control plan and coordinate the plan with the Chief of Construction Management any deviation must be approved by Chief of Construction Management or the project Engineer The Contractor shall maintain access to all existing streets and private entrances throughout project construction This project anticipates the need for traffic control devices listed in the MUCTD and FDOT Roadway Standard Indices
- 11 The Contractor shall furnish erect and maintain all necessary barricades warning danger and detour signs suitable and adequate lights provide flagmen where necessary to direct traffic and take all other precautions to protect the work and the public Streets which are closed to traffic by authority of Leon County shall be adequately barricaded and marked with warning and detour signs and lights at all intersections and crossings along the detours Street closing and detour routing shall be requested of and receive approval from the Engineer or his designee prior to implementation Any temporary detour shall be adequately marked throughout its length All detour routes shall be maintained by the Contractor in a safe and passable condition at all times and at such time as the detour is no longer necessary the streets constituting the detour route shall be restored to a condition equal to the condition of such streets prior to their use for detours all to the satisfaction of the Engineer or his designee
- 12 The Contractor shall remove all equipment from existing roadway and the shoulder during non working hours to ensure the least practicable interference with traffic and pedestrians
- 13 No night work shall be performed unless adequate lighting is provided and approval given by the Engineer or his designee If the existing lighting is not adequate the Contractor shall be responsible for providing artificial lighting that shall be approved by the Engineer or his designee
- 14 The Contractor shall be responsible for temporary pavement markings where required and all necessary materials and equipment to place the markings in accordance with the manual on uniform traffic control devices and the direction of the Engineer or his designee
- 15 Obstructions and barricades shall be lighted at night and such lights shall be kept burning from sunset to sunrise All such signing and traffic control within the limits of the project shall be done in accordance with the Engineer or his designee applicable OSHA regulations and MUTCD
- 16 The Contractor shall verify location of all right of way and easement limits prior to construction in an area and maintain clearly marked right of way and easement limits around all construction activities Any monument within the limits of construction is to be protected If in danger of damage the Contractor shall notify the Engineer or his designee
- 17 The exact location of all utilities in the vicinity of construction activities shall be determined by the Contractor prior to construction The Contractor shall contact all utility companies prior to beginning of construction and coordinate schedules with utility owners during construction
- 18 Proposed drainage structures and pipes shown in the plans and profiles shall be constructed to the layout elevations and grades shown in the plans and profiles Modifications to the proposed layout or elevations shall be approved by the Engineer
- 19 The Contractor shall notify the Engineer of any encroachment of the right of way affecting construction activities a minimum of fourteen working days prior to construction activities The Engineer shall notify private property owners of encroachment of a minimum of seven working days prior to commencement of construction Any encroachments not removed by the property owners shall be removed by the Contractor as part of the clearing and grubbing for the project

Bid Title Rainbow Acres Paving and Stormwater Project and Balboa Drainage Improvement Project
Bid No BC 10 10 07 69
Opening Date Wednesday October 10 2007 at 2 00 PM

- 20 Substitutions or changes shall be made to this plan according to all governmental requirements and with prior approval from the Engineer
- 21 Post all applicable permits as required
- 22 The Contractor shall provide Sheriff's Deputy at their hourly rate as needed per Leon County Engineer's or Inspector's discretion. The Contractor will pay the weekly invoice from the Sheriff's Department and submit to the County for reimbursement

EXHIBIT A
32# 35

EXHIBIT A

Bid Title Rainbow Acres Paving and Stormwater Project and Balboa Drainage Improvement Project
Bid No BC 10 10 07 69
Opening Date Wednesday October 10 2007 at 2 00 PM

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

Keith M Roberts
Purchasing Director

C E DePuy Jr
Chairman

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

BY _____
(Firm Name)

BY _____
(Authorized Representative)

_____ (Printed or Typed Name)

ADDRESS _____

TELEPHONE _____

FAX _____

ADDENDA ACKNOWLEDGMENTS (IF APPLICABLE)

Addendum #1 dated _____ Initials _____

Addendum #2 dated _____ Initials _____

Addendum #3 dated _____ Initials _____

RAINBOW ACRES PROJECT PRICING SHEET

Pay Item No	Item Description	Unit Of Measure	Estimated Quantity	Contractor Unit Cost	TOTAL COST
101 1	MOBILIZATION	LS	1 0		
102 1	MAINTENANCE OF TRAFFIC	DA	120 0		
102 3	COMMERCIAL MATL FOR DRIVEWAY MAINT	CY	250 0		
102 60	WORK ZONE SIGNS	ED	720 0		
102 74 1	BARRICADE (TEMPORARY)(TYPES I II VP & DRUM)	ED	960 0		
102 74 2	BARRICADE (TEMPORARY)(TYPE III) (6)	ED	480 0		
102 77	HIGH INTENSITY FLASHING LIGHTS (TEMP TYPE B)	ED	960 0		
104 10 1	HAY OR STRAW BALE (18 X 18 X 36)(ASSUMED QUANTITY)	EA	704 0		
104 13 1	SILT FENCE STAKED (TYPE III) (ASSUMED QUANTITY)	LF	3,700 0		
110 1 1	CLEARING & GRUBBING	AC	10 00		
110 7	MAILBOX RELOCATION	EA	101 0		
120 1	REGULAR EXCAVATION	CY	12,556 0		
120 6	EMBANKMENT	CY	2,375 0		
160 4	STABILIZATION TYPE B	SY	25,707 0		
200 70	LIMEROCK MATL	SY	16,607 0		
286 1	TURNOUT CONSTRUCTION (DRIVEWAYS)	SY	4,074 0		
300 1 1	BIT MATL (PRIME COAT)	GA	3,909 0		
300 1 3	BIT MATL (TACK COAT)	GA	1,564 0		
331 2	ASPH CONC TYPE S (OR EQUIVALENT SUPERPAVE)	TN	1,466 0		
430 142 102	14 x23 ERCP	LF	424 0		
430 142 103	19 x30 ERCP	LF	160 0		
430 982 402	MITERED END SECTION (14 x23)	EA	50 0		
430 982 403	MITERED END SECTION (19 x30)	EA	10 0		
570 2	SEED & MULCH	SY	19,755 0		
570 4	MULCH MATERIAL	TN	16 3		
570 5	FERTILIZER	TN	1 5		
570 9	WATER FOR GRASS	MG	210 5		
570 10	SEED, GRASS QUICK GROWING	LB	489 8		
575 1	SODDING	SY	14,200 0		
710 25 241	TRAFFIC STRIPE SOLID (WHITE/BLACK) (24)	LF	74 0		
	DITCH BLOCKS	EA	24 0		
LC 001	LAYOUT	LS	1 0		
LC 002	FINAL DRESSING	LS	1 0		

TOTAL

Quantities are based on the Engineer's estimate. Actual quantities measured in the field may vary.

BALBOA IMPROVEMENT PROJECT PRICING SHEET					
Pay Item No	Item Description	Unit of Measure	Quantity	Contractor Unit Cost	TOTAL COST
101 1	MOBILIZATION	LS	1 0		
102 1	MAINTENANCE OF TRAFFIC	DA	60 0		
102 3	COMMERCIAL MATL FOR DRIVEWAY MAINT	CY	250 0		
102 60	WORK ZONE SIGNS	ED	1,200 0		
102 74 1	BARRICADE (TEMPORARY)(TYPES I II VP & DRUM)	ED	1,800 0		
102 74 2	BARRICADE (TEMPORARY)(TYPE III) (6)	ED	180 0		
102 77	HIGH INTENSITY FLASHING LIGHTS (TEMP TYPE B)	ED	780 0		
102 79	LIGHTS(TEMP BARR WALL MOUNT)(TYPE C STEADY BURN)	ED	3,720 0		
104 10 1	HAY OR STRAW BALE (18 X 18 X 36)	EA	80 0		
104 13 1	SILT FENCE STAKED (TYPE III)	LF	1,088 00		
104 15	SOIL TRACKING PREVENTION DEVICE	EA	1 0		
110 1 1	CLEARING & GRUBBING	AC	2 2		
110 4	REMOVAL OF EXISTING CONCRETE	SY	68 0		
110 7	MAILBOX RELOCATION	EA	7 0		
120 1	REGULAR EXCAVATION	CY	10,142 0		
200 70	LIMROCK MATERIAL	CY	424 0		
331 2	ASPHALTIC CONCRETE TYPE S	TN	40 8		
350 2 1	CEMENT CONCRETE PAVEMENT (REINFORCED) INCLUDES WWF	SY	30 0		
425 1 529	TYPE C INLET	EA	5 0		
430 14	18 RCP	LF	294 0		
430 12	24 RCP	LF	168 0		
430 830	PIPE FILLING AND PLUGGING	CY	3 5		
430 984 P225	MITERED END SECTION	EA	19 0		
430 982 P229	MITERED END SECTION	EA	2 0		
522 1	SIDEWALK CONCRETE (6) (DRIVEWAY CONSTRUCTION) FDOT INDEX #515	SY	89 0		
550 2	TYPE B FENCING (STANDARD 6 INDEX #452)	LF	1,180 0		
550 3 2	FENCE CORNER POST ASSEMBLY	EA	6 0		
550 75 101	10 SWING GATE	EA	3 0		
570 2	SEED AND MULCH	SY	4,900 0		
570 4	MULCH MATERIAL	TN	4 1		
570 5	FERTILIZER	TN	0 5		
570 9	WATER FOR GRASS	MG	304 2		
570 10	SEED QUICK GROWING	LB	97 0		
575 1	SODDING	SY	8,000 0		
700 48 48	SIGN PANEL RELOCATE	EA	1 0		
705 10 21	MARKER OBJECT (OBJECT MOUNTED)(TYPE 1)	EA	10 0		
	CONFEDERATE JASMINE (3 gallon)	EA	355 0		
	CHAPMAN OAK (50 gallon)	EA	42 0		
LC 001	LAYOUT	LS	1 0		

LC 002	FINAL DRESSING	LS	1.0		
				TOTAL	

Quantities are based on the Engineer's estimate. Actual quantities measured in the field may vary.

Bid Title Rainbow Acres Paving and Stormwater Project and Balboa Drainage Improvement Project
Bid No BC 10 10 07 69
Opening Date Wednesday October 10 2007 at 2 00 PM

BID RESPONSE SHEET

EXHIBIT B

The Board of County Commissioners Leon County reserves the right to accept or reject any and all bids and to award the contract to Leon County.

Keith M. Roberts
Purchasing Director

C E D P, J
Chairman

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

BY HMF CONTIAC INC INC
(Firm Name)

Betty Christine Hall
(Authorized Representative)

BETTY CHRISTINE HALL
(Printed or Typed Name)

ADDRESS 1736 COMMERCE BOULEVARD
MIDWAY FL 32343

TELEPHONE 850-575-2506

FAX 850-575-0806

ADDENDA ACKNOWLEDGMENTS (IF APPLICABLE)

Addendum #1 dated 10/3/07 Initials BCH

Addendum #2 dated _____ Initials _____

Addendum #3 dated _____ Initials _____

117
37 01 38

Rainbow Acres Project Pricing Sheet

EXHIBIT B

Pay Item No	Item Description	Unit of Measure	Quantity	Contractor Unit Cost	Total Cost
101 1	MOBILIZATION	LS	1	\$ 10 000 00	\$ 10 000 00
102 1	MAINTENANCE OF TRAFFIC	DA	120	\$ 50 00	\$ 6 000 00
102 2	COMMERCIAL MATL FOR DRIVEWAY MAINT	CY	250	\$ 45 00	\$ 11 250 00
102 60	WORK ZONE SIGNS	ED	720	\$ 0 5	\$ 360 00
102 4	BARRICADE (TEMPORARY) (TYPE I II VP & DRUM)	ED	660	\$ 0 5	\$ 330 00
102 4 2	BARRICADE (TEMPORARY) (TYPE III) (6)	ED	180	\$ 5 00	\$ 900 00
102 7	HIGH INTENSITY FLASHING LIGHTS (TEMP TYPE B)	ED	660	\$ 0 55	\$ 366 00
102 10	HAY OR STRAW BALE (18 X 18 X 36) ASSUMED QUANTITY)	EA	704	\$ 6 50	\$ 4 576 00
104 13 1	SILT FENCE STAKED (TYPE III) (ASSUMED QUANTITY)	LF	3700	\$ 1 54	\$ 5 698 00
110 1 1	CLEARING AND GRUBBING	AC	10	\$ 800 00	\$ 8 000 00
110	MAILBOX RELOCATION	EA	101	\$ 25 00	\$ 2 525 00
120 1	REGULAR EXCAVATION	CY	12 56	\$ 3 00	\$ 37 680 00
120 2	EMBANKMENT	CY	2375	\$ 1 5	\$ 3 562 50
160 4	STABILIZATION TYPE B	SY	2570	\$ 2 00	\$ 5 140 00
200 0	LIMESTONE MATL	SY	16607	\$ 7 00	\$ 116 249 00
2PG 1	TURNOUT CONSTRUCTION (DRIVEWAYS)	SY	4074	\$ 7 25	\$ 29 538 50
300 1 1	BIT MATL (PRIME COAT)	CA	3909	\$ 2 00	\$ 7 818 00
300 1 3	BIT MATL (TACK COAT)	GA	1584	\$ 2 00	\$ 3 168 00
331 2	ASPH CONC TYPE S (OR EQUIVALENT SUPERPAVE)	TN	1466	\$ 85 00	\$ 124 610 00
430 142 102	14 X 23 ERCP	LF	424	\$ 46 00	\$ 19 504 00
430 142 103	19 X 30 ERCP	LF	160	\$ 60 00	\$ 9 600 00
430 982 102	MITERED END SECTION (14 X 23)	EA	50	\$ 600 00	\$ 30 000 00
430 982 40	MITERED END SECTION (19 X 30)	EA	10	\$ 800 00	\$ 8 000 00
570 2	SEED & MULCH	SY	19755	\$ 0 10	\$ 1 975 50
570 4	MULCH MATERIAL	TN	16 3	\$ 112 00	\$ 1 825 60
570 5	FERTILIZER	TN	1 5	\$ 460 00	\$ 690 00
570 9	WATER FOR GRASS	MG	210 5	\$ 31 00	\$ 6 525 50
570 10	SEED GRASS QUICK GROWING	LB	489 8	\$ 0 75	\$ 367 35
575 1	SODDING	SY	14200	\$ 2 52	\$ 35 784 00
710 25 241	TRAFFIC STRIPE SOLID (WHITE/BLACK) (24)	LF	74	\$ 18 00	\$ 1 332 00
	DITCH BLOCKS	EA	24	\$ 250 00	\$ 6 000 00
LC 001	LAYOUT	LS	1	\$ 17 000 00	\$ 17 000 00
LC 002	FINAL DRESSING	LS	1	\$ 10 000 00	\$ 10 000 00
TOTAL \$ 585 276 70					
RAINBOW ACRES PROJECT					
Quantities are based on the Engineer's estimate. Actual quantities measured in the field may vary.					

Settle...

EXHIBIT B

Proposed by H I C I t g l c O t b e 10 007 B d N BC 10 10 07 69

Balboa Improvement Project Pricing Sheet

Pay Item No	Item Description	Unit of Measure	Quantity	Contractor Unit Cost	Total Cost
0	MOBILIZATION	LS	1	\$ 10 000 00	\$ 10 000 00
102 1	MAINTENANCE OF TRAFFIC	DA	60	\$ 50 00	\$ 3 000 00
102 3	COMMERCIAL MATL FOR DRIVEWAY MAINT	CY	250	\$ 45 00	\$ 11 250 00
102 60	WORK ZONE SIGNS	ED	1200	\$ 0 55	\$ 660 00
102 7 1	BARICADE (TEMPORARY) (TYPE I II VP & DRUM)	ED	800	\$ 0 5	\$ 1 350 00
102 7 2	BARICADE (TEMPORARY) (TYPE III) (6)	ED	180	\$ 5 00	\$ 900 00
102 7 7	HIGH INTENSITY FLASHING LIGHTS (TEMP TYPE B)	ED	780	\$ 0 55	\$ 429 00
102 7 9	LIGHTS (TEMP BARR WALL MOUNT) (TYPE C STEADY BURN)	ED	3720	\$ 1 00	\$ 3 720 00
104 10 1	HAY OR STRAW BALE (18 X 18 X 6) (ASSUMED QUANTITY)	EA	80	\$ 6 50	\$ 520 00
104 13 1	SOIL FENCE STAKED (TYPE III)	LF	1088	\$ 1 54	\$ 1 675 52
104 13	SOIL TRACKING PREVENTION DEVICE	EA	1	\$ 2 500 00	\$ 2 500 00
110 1 1	CLEARING AND GRUBBING	AC	2 7	\$ 2 500 00	\$ 5 500 00
110 4	REMOVAL OF EXISITING CONCRETE	SY	68	\$ 25 00	\$ 1 000 00
110 7	MAILBOX RELOCATION	EA	7	\$ 25 00	\$ 175 00
120 1	REGULAR EXCAVATION	CY	10142	\$ 3 00	\$ 30 426 00
120 0	LIMIT ROCK MATL	CY	424	\$ 7 00	\$ 2 968 00
331 2	ASPHALTIC CONCRETE TYPE S	TN	40 8	\$ 85 00	\$ 3 468 00
330 2 1	CEMENT CONCRETE PAVEMENT (REFORCED) INCLUDES WWF	SY	30	\$ 65 00	\$ 1 950 00
425 1 529	TYPE C INLET	EA	5	\$ 1 800 00	\$ 9 000 00
430 14	18 RCP	LF	294	\$ 32 00	\$ 9 408 00
430 12	24 RCP	LF	168	\$ 16 00	\$ 2 728 00
430 830	PIPE FILLING AND PLUGGING	CY	3 5	\$ 300 00	\$ 1 050 00
430 984 P225	MITERED END SECTION	EA	19	\$ 600 00	\$ 11 400 00
430 982 P229	MITERED END SECTION	EA	2	\$ 700 00	\$ 1 400 00
522 1	SIDEWALK CONCRETE (6) (DRIVEWAY CONSTRUCTION) FDOT INDEX #515	SY	89	\$ 57 00	\$ 5 073 00
550 2	TYPE B FENCING (STANDARD 6 INDEX #452)	LF	1180	\$ 18 25	\$ 21 535 00
550 3 2	FENCE CORNER POST ASSEMBLY	EA	6	\$ 225 00	\$ 1 350 00
550 5 101	10 SWING GATE	EA	3	\$ 630 00	\$ 1 890 00
570 2	SEED & MULCH	SY	4900	\$ 0 15	\$ 735 00
570 4	MULCH MATERIAL	TN	4 1	\$ 115 00	\$ 471 50
570 5	FERTILIZER	TN	0 5	\$ 475 00	\$ 237 50
570 9	WATER FOR GRASS	MC	04 2	\$ 35 00	\$ 10 647 00
570 10	SEED QUICK CROWING	LB	97	\$ 0 75	\$ 72 75
5 5 1	SODDING	SY	8000	\$ 2 57	\$ 20 160 00
700 48 18	SIGN PANEL RELOCATE	EA	1	\$ 200 00	\$ 200 00
705 10 21	MARKER OBJECT (OBJECT MOUNTED) (TYPE I)	EA	10	\$ 20 00	\$ 200 00
	CONFEDERATE JASMINE (3 GALLON)	EA	355	\$ 17 00	\$ 6 035 00
	CHAPMAN OAK (50 GALLON)	EA	42	\$ 172 00	\$ 7 224 00
LC 001	LAYOUT	LS	1	\$ 10 000 00	\$ 10 000 00
LC 002	FINAL DRESSING	LS	1	\$ 10 000 00	\$ 10 000 00

TOTAL \$ 228 508 27
BALBOA IMPROVEMENTS

Quantities are based on the Engineer's estimate. Actual quantities measured in the field may vary.

Betty Chale