AGREEMENT

THIS AGREEMENT dated this 15th day of January, 2008, by and between LEON COUNTY, FLORIDA, a charter county and a political subdivision of the State of Florida, hereinafter referred to as the "County" and DIXIE PAVING AND GRADING, INC., a Florida corporation, 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 following services to the County: Lake Henrietta Trailhead Construction in accordance with the plans and specifications for Leon County Bid# BC-12-11-07-18, said bid being incorporated into this Agreement as Exhibit A, which is attached hereto and as if fully setout 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 one-hundred and twenty (120) 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 $250.00.

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 payment schedules contained in the Contractor's bid proposal for a total sum of $404,078.47 on completion of the work and accepted as satisfactory.

5. PAYMENTS TO THE GENERAL CONTRACTOR

a. Monthly Statements - The General Contractor shall submit to the County 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 County to the Contractor of the statement amount shall be made within twenty (20) days after approval of the Architect-Engineer and submitted to the County. Ten percent (10%) retainage shall be held at the discretion of the County and Architect, 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 County, finished and ready for beneficial occupancy, or when the County 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 Architect-Engineer shall list those items prior to receiving final payment and the County may retain a sum equal to 200% of the estimated cost of completing any unfinished work and the applicable portion of the Contractor's retainage, provided that said unfinished items are listed separately and estimated cost of completing any unfinished items are likewise listed separately. Thereafter, County shall pay to Contractor, monthly, the amount retained from each incomplete item after each of said items is completed.

c. Payments to Subcontractors - The Contractor shall promptly, but not later than 10 days after receipt of payment from the County, pay all the amount due subcontractors less a retain age of ten percent (10%). If there should remain items to be completed, the Contractor and Architect-Engineer shall list those items required for completion and the 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 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 County'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 County.

d. Delayed Payments by County - If the County shall fail to pay the Contractor within 20 days after the receipt of an approved payment request from the Contractor, then the Contractor may, upon fourteen (14) additional days advance written notice to the County and the Architect-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 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 County on each

occasion).

f. Withholding Payments to Subcontractors - The Contractor shall not withhold payments to subcontractors if such payments have been made to the Contractor. Should the need, as solely determined by the Contractor, to withhold payments to subcontractors occur, for any reason, the Contractor shall immediately return such monies to the County, 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 the 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.

b. 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.

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 Contractor shall be responsible for and obtain 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.

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 , 2005.

(Name of Principal)

By:

(As Attorney-In-Fact)

(Name of Surety)

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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 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(I)(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

The Contractor agrees 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 Engineering 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 County's Director of Parks and Recreation. 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 County's Director of Parks and Recreation 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 County's Director of Parks and Recreation 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.

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 County's Director of Parks and Recreation 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.

All special guarantees applicable to definite parts of the work which may be stipulated in the specifications or other papers forming a part of the Agreement shall be subject to the terms of this paragraph during the first two (2) years of the life of such special guarantee. The Contractor hereby understands and agrees that none of the guaranties or warranties as to defects in materials, equipment, or workmanship set forth herein shall in any way limit or shorten the statutory limitations period during which the County can bring an action in law or equity against the Contractor for breach of this Agreement. The Contractor further agrees that the limitations period for any action in law or equity which the County might bring against the Contractor for breach of this Agreement shall not begin to run until the time at which the breach is actually discovered by the County.

18. TERMINATION

The 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.

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

DIXIE PAVING AND GRADING, INC.

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

LEON COUNTY, FLORIDA

BY:_____
Jane G. Sauls, 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: Lake Henrietta Trailhead Construction
Bid No: BC-12-11-07-18
Opening Date: Tuesday, December 11, 2007 at 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-12-11-07-18
   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: Lake Henrietta Trailhead Construction
Bid No: BC-12-11-0718
Opening Date: Tuesday, December 11, 2007 at 2:00 PM

PURPOSE:

Leon County is seeking the services of a qualified contractor to complete trail, parking lot, fence, and irrigation system work for lake Henrietta Trailhead construction. The work consists of, but is not limited to a parking and stormwater facility, fencing, landscaping, and irrigation. Work also includs demolition, earthwork, paving, concrete, drainage, and landscaping.

Work is to be completed in accordance with plans and specification developed by WilsonMiller, Inc., dated October 2007 and sealed November 2, 2007.

This is a unit priced bid. The bid sheets are attached with four alternates listed.

QUESTIONS:

The last day to submit questions for clarifications is Friday, November 30, 2007 at 5:00 PM.

BID DEADLINE:

Bid must be submitted no later than 2:00 PM, Tuesday, December 11, 2007.

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.

PRE-BID CONFERENCE:

A Pre-Bid Conference is scheduled for Wednesday, November 28, 2007 at 10:00 AM. The Pre-Bid Conference will be held in the Purchasing Bid Room, 2284 Miccosukee Road, Tallahassee, Florida.

BID INFORMATION AND CLARIFICATION:

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

Bid Title: Lake Henrietta Trailhead Construction
Bid No: BC-12-11-0718
Opening Date: Tuesday, December 11, 2007 at 2:00 PM

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.

MINORITY and WOMEN BUSINESS ENTERPRISE AND EQUAL OPPORTUNITY POLICIES

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

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

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

2. Established targets designed to increase MBE and WBE utilization proportionate to documented under utilization.

3. Provide increased levels of information and assistance available to MBE's and WBEs.

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

The term "Certified Minority Women Business Enterprise" (MWBE) is defined as Minority Business Enterprise (MBE) and Women Business Enterprise (WBE) firms certified by Leon County, the City of Tallahassee, or the Leon County School Board.

Each Respondent is strongly encouraged to secure MBE and WBE participation through purchase(s) of those goods or services to be provided by others. Firms responding to this bid are hereby made aware of the County's targets for MBE and WBE utilization. Respondents that require assistance or guidance with these MBE or WBE requirements should contact: Gary W. Johnson, Leon County Minority, Women, and Small Business Enterprise Director, by telephone at (850) 606-1650; fax (850) 606-1651 or by e-mail johnsong@leoncountyfl.gov.

Respondent **must complete and submit** the attached Minority and Women Business Enterprise Participation Plan form. Failure to submit the completed Minority and Women Business Enterprise Participation Plan form and, if applicable, a good faith effort letter will result in a determination of non-responsiveness for the bid.

If respondents can not meet the aspirational target(s), the Respondent must demonstrate in their bid response that they made a **Good Faith Effort** to meet the aspirational target(s). All Bidders, including MBE's, WBE's or SBE's, shall either meet the Aspirational Targets or demonstrate in their Bid or RFP response the Good Faith Efforts they made such as:

1. Advertising for participation by MWSBEs in non-minority and minority publications within the Market Area, including a copy of the advertisement and proof of the date(s) it appeared – or by sending correspondence, no less than ten (10) days prior to the submission deadline, to all MWSBEs referred to the Bidder by the MWSBE Division for the goods and services to be Subcontracted and/or Supplied.

2. Documentation indicating that the bidding Prime Contractor provided ample time for potential MBE, WBE and SBE Subcontractors to respond to bid opportunities, including a chart outlining the schedule/time frame used to obtain bids from MBE, WBE and SBE Vendors as applicable to the Aspirational Target.

3. Contacting the MWSBE Division for a listing of available MWSBEs who provide the services needed for the bid or proposal.

4. Contacting MBEs, WBEs and SBE Vendors who provide the services needed for the bid or proposal, including a list of all MWSBEs that were contacted and the method of contact.

5. Document follow-up telephone calls with potential MWSBE Subcontractors encouraging their participation.

6. Allowing potential MWSBE Subcontractors to review bid specifications, blueprints and all other Bid/RFP related items at no charge to the MWSBEs.

7. Contacting the MWSBE Division, no less than five (5) business days prior to the Bid/RFP deadline, regarding problems they are having in reaching the Aspirational Targets.

8. Other documentation indicating their Good Faith Efforts to meet the aspirational targets.

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

Construction Sub-Contractor Target: **Minority Business Enterprise - 3%**

The Contractor shall establish 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.

B. Equal Opportunity/Affirmative Action Requirements

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

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

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

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.

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.

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 Architect-Engineer and submitted to the Owner. Ten percent (10%) retainage shall be held at the discretion of the Owner and Architect, 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 Architect-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 Architect-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 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.

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 Architect-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.

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 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.

Bid Title: Lake Henrietta Trailhead Construction
Bid No: BC-12-11-0718
Opening Date: Tuesday, December 11, 2007 at 2:00 PM

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 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.

5. Persons duly authorized by the County and Federal auditors, pursuant to 45 CFR, Part 92.36(I)(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 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 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 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 one-hundred and twenty (120) 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 $250.00.

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.

PERMITS

The Contractor is responsible for and must 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.

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."

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.

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 Public Works
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.

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.

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 Solid Waste 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 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
_____ Minority Business Enterprise Statement
_____ Identical Tie Bid Statement
_____ Completed Public Entity Crimes Statement
_____ Insurance Certification Form
_____ Certification/Debarment

Bid Title: Lake Henrietta Trailhead Construction
Bid No: BC-12-11-0718
Opening Date: Tuesday, December 11, 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.

_____
(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 _____

BASE BID: _____

Alternative A _____

Alternative B _____

Alternative C _____

Alternative D _____

BID TAB
Lake Henrietta Trailhead

Demolition/Erosion Control

Description	Unit	Quantity (est)	Unit Price	Total
Remove Existing 15" CMP	LS	1		
Remove Existing 15" MES	EA	2		
Modify Existing Wood Fence	LS	1		
Silt Fence	LF	13,899		
Hay Bale, placement and staking	LF	100		
Seed and Mulch	AC	5		
Sand bags	EA	30		
		Total:		

Earthwork

Description	Unit	Quantity (est)	Unit Price	Total
Topsoil Removal, Stockpile and Replace (top 6" of trailhead)	CY	968		
Trail Excavation (cut - complete in place)	CY	2,100		
Trail Fill (complete in place)	CY	1,500		
Trailhead Excavation (cut - complete in place)	CY	900		
Trailhead Fill (complete in place)	CY	900		
Fill Removal	CY	600		
		Total:		

Sitework

Description	Unit	Quantity (est)	Unit Price	Total
Clear and Grub	AC	1		
Pride Union Forestry Dowel Fence System	LF	4,200		
6' Wood Privacy Fence	LF	40		
Collapsable Bollard	EA	6		
		Total:		

BID TAB
Lake Henrietta Trailhead

Paving

Description	Unit	Quantity (est)	Unit Price	Total
Subgrade, 12" Thick Stabilized to LBR 40 and compacted per plans	SY	13,330		
8", LBR 100 Limerock Base, compacted per plans	SY	11,982		
1.25" Asphaltic Concrete, Type SP 12.5 (trailhead)	SY	728		
0.75" Asphaltic Concrete, Type SP 9.5 (trailhead)	SY	728		
1" Shell Screenings - NOT LIMEROCK (trail)	SY	10,386		
Grass Pavers (Complete)	SY	306		
9" Sandy Gravel basecourse (for grass pave system - installed complete)	SY	306		
Marking, Striping & Signage	LS	1		
		Total:		

Concrete

Description	Unit	Quantity (est)	Unit Price	Total
FDOT Modified Type D curb (concrete header)	LF	118		
FDOT Modified Type F curb	LF	407		
Precast Concrete Wheel Stop	EA	11		
6" Thick Concrete Sidewalk	SY	144		
6" Thick Concrete Pad for Portable Toilet	SY	19		
		Total:		

Drainage

Description	Unit	Quantity (est)	Unit Price	Total
15" Corr. HDPE	LF	105		
15" RCP	LF	48		
15" Concrete MES	EA	8		
8'x 8' Sodded Catch Basin	EA	3		
Swale Regrading - complete (Springhill Road)	LF	140		
Stormwater Management Facility Excavation (cut - complete in place)	CY	188		
Fill Removal	CY	188		
		Total		

BID TAB
Lake Henrietta Trailhead

Landscaping

Description	Unit	Quantity (est)	Unit Price	Total
Sod (centipede)	SY	6,725		
		Total:		

Miscellaneous

Description	Unit	Quantity (est)	Unit Price	Total
Mobilization (maximum 10% of project cost)	LS	1		
Stormwater Pollution Prevention Plan	LS	1		
Roadway Testing	LS	1		
Layout	LS	1		
Asbuilts	LS	1		
2" Electrical Conduit	LF	75		
Pull Boxes	EA	2		
		Total:		

BID TAB
Lake Henrietta Trailhead

Description	Lake Henrietta Trailhead	Total
Demolition/Erosion Control		
Earthwork		
Sitework		
Paving		
Concrete		
Drainage		
Landscaping		
Miscellaneous		
Subtotal of Lake Henrietta Trailhead		
Total Base Bid		

Bid Alternative	Unit	Quantity (est)	Unit Price	Total
A Landscaping	LS	1		
B Irrigation	LS	1		
C. Vehicular Gate and Tie Posts	EA	2		
D. Trail Pavement - 1.5" Asphaltic Concrete, Type SP 9.5" (trail)	SY	10,386		
Subtotal of Lake Henrietta Trailhead				
All Alternatives				
Total Base Bid + All Alternatives				

AFFIDAVIT CERTIFICATION
IMMIGRATION LAWS

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

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

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

Company Name: _____

Signature: _____ Title: _____

STATE OF _____
COUNTY OF _____

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

Personally known _____ _____
NOTARY PUBLIC

OR Produced identification_____ Notary Public - State of _____

_____ My commission expires:_____
(Type of identification)

_____
Printed, typed, or stamped
commissioned name of notary public

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

LEON COUNTY RESERVES THE RIGHT TO REQUEST SUPPORTING DOCUMENTATION, AS EVIDENCE OF SERVICES PROVIDED, AT ANY TIME.

Bid Title: Lake Henrietta Trailhead Construction
Bid No: BC-12-11-0718
Opening Date: Tuesday, December 11, 2007 at 2:00 PM

STATEMENT OF NO BID

We, the undersigned, have declined to bid on the above referenced bid for the following reasons:

_____ We do not offer this service

_____ Our schedule would not permit us to perform.

_____ Unable to meet specifications

_____ Others (Explain)

_____

_____

_____

_____

_____

_____

We understand that if the no-bid letter is not executed and returned, our name may be deleted from the list of qualified bidders for Leon County.

Company Name _____

Signature _____

Name (Print/Type) _____

Telephone No. _____

Bid Title: Lake Henrietta Trailhead Construction
Bid No: BC-12-11-0718
Opening Date: Tuesday, December 11, 2007 at 2:00 PM

MINORITY and WOMEN BUSINESS ENTERPRISE PARTICIPATION PLAN

Respondent:_____

Respondent must submit this Minority and Women Business Participation Plan that shall identify the Minority Business Enterprises (MBE) and/or Women Business Enterprises (WBE) to be utilized, their percentage of utilization, and the commercially useful functions they are providing, consistent with the commodities or services for which they are certified to provide. Unless otherwise approved by the County, no respondent who will have subcontractor(s), will be awarded a bid that contained aspirational target(s) until the respondent has provided a participation plan detailing the utilization of MBE's and/or WBE's.

Please mark the correct statement that applies to your MWBE Participation.

The term "Certified Minority Women Business Enterprise" (MWBE) is defined as Minority Business Enterprise (MBE) and Women Business Enterprise (WBE) firms certified by Leon County, the City of Tallahassee, or the Leon County School Board.

_____ All Respondent(s), including certified MBE's and WBE's, that do no have MBE or WBE participation. Please complete Sections 2, 3 & 4 and attach the required good faith statement.

_____ Respondent is non-MBE or WBE and has certified MBE and/or WBE participation. Please complete Sections 1, 2 & 4.

_____ Respondent is a certified MBE or WBE, respondent must complete Section 1, 2 & 4 and list the certified MBE's and WBE's they intend to utilize.

SECTION 1 - MBE & WBE Participation Level

All respondents, including certified MBE's and WBE's, who intend to have MBE and/or WBE participation, must list each certified MBE and/or WBE vendor(s) to which goods and/or services will be utilized and indicate the amount given to each certified MBE and/or WBE vendor(s) to meet the aspirational target(s).

For reporting purposes only, Please use the letters associated with the minority or women status in the Group column listed below: African American **(B)**, Asian American **(A)**, Hispanic American **(H)**, Native American **(N)** and Non-Minority Female **(F)**. Attach additional sheets as necessary. You must submit proof of certification with your bid.

Name, Address, and Phone	Type of Services	Contract Amount	Group
		$	
		$	
		$	

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Bid Title: Lake Henrietta Trailhead Construction
Bid No: BC-12-11-0718
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_____ _____

_____ _____ $_____ _____

_____ _____

_____ _____

Total Amount of MBE Participation: $ _____

Total Amount of WBE Participation: $_____

Total Project Base Bid: $ _____

MBE Participation as % of Total Base Bid: _____%

WBE Participation as % of Total Base Bid: _____%

SECTION 2 - Non MBE & WBE vendor(s) to be used for this project

Please list each non MBE and WBE your company intends to utilize for goods and/or services on this project and indicate the intended amount to be given to each non MBE and WBE vendor(s). Attach additional sheets if needed.

Name, Address, and Phone	Type of Services	Contract Amount
		$
		$
		$
		$

_____ _____

_____ _____

SECTION 3 - Good Faith Effort

If an MBE and/or WBE is not listed in Section 1, **you must prepare and attach a separate good faith effort statement** which describes all efforts made to secure MBE and/or WBE participation for this bid/proposal (Leon County Policy No. 12.02). All Respondents, including MBE's, and WBE's shall either meet the aspirational target(s) or demonstrate in their bid response that a good faith effort was made to meet the aspirational target(s). **Failure to submit a good faith effort statement when no MBE's and/or WBE's are listed in Section 1, will result in the bid being non-responsive.**

All Bidders, including MBE's, WBE's or SBE's, shall either meet the Aspirational Targets or demonstrate in their Bid or RFP response the Good Faith Efforts they made such as:

1. Advertising for participation by MWSBEs in non-minority and minority publications within the Market Area, including a copy of the advertisement and proof of the date(s) it appeared – or by sending correspondence, no less than ten (10) days prior to the submission deadline, to all MWSBEs referred to the Bidder by the MWSBE Division for the goods and services to be Subcontracted and/or Supplied.

2. Documentation indicating that the bidding Prime Contractor provided ample time for potential MBE, WBE and SBE Subcontractors to respond to bid opportunities, including a chart outlining the schedule/time frame used to obtain bids from MBE, WBE and SBE Vendors as applicable to the Aspirational Target.

3. Contacting the MWSBE Division for a listing of available MWSBEs who provide the services needed for the bid or proposal.

4. Contacting MBEs, WBEs and SBE Vendors who provide the services needed for the bid or proposal, including a list of all MWSBEs that were contacted and the method of contact.

5. Document follow-up telephone calls with potential MWSBE Subcontractors encouraging their participation.

6. Allowing potential MWSBE Subcontractors to review bid specifications, blueprints and all other Bid/RFP related items at no charge to the MWSBEs.

7. Contacting the MWSBE Division, no less than five (5) business days prior to the Bid/RFP deadline, regarding problems they are having in reaching the Aspirational Targets.

8. Other documentation indicating their Good Faith Efforts to meet the aspirational targets.

SECTION 4 - Certification

The respondent certifies and acknowledges a review of the provisions and information contained in the MBE and WBE requirements and the Minority and Women Business Participation Plan, which are furnished herein. The respondent also certifies that the information contained herein or documents attached are true and correct, and that he or she is authorized on behalf of the Respondent to make that certification.

Signature _____ Title _____ Date_____

Bid Title: Lake Henrietta Trailhead Construction
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Bid Title: Lake Henrietta Trailhead Construction
Bid No: BC-12-11-0718
Opening Date: Tuesday, December 11, 2007 at 2:00 PM

IDENTICAL TIE BIDS

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

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

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

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

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

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

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

As the person authorized to sign the statement, I certify the following:

(Check one and sign in the space provided.)

_____This firm complies fully with the above requirements.

_____This firm does not have a drug free work place program at this time.

_____ _____
VENDOR'S SIGNATURE TITLE

Bid Title: Lake Henrietta Trailhead Construction
Bid No: BC-12-11-0718
Opening Date: Tuesday, December 11, 2007 at 2:00 PM

CONTRACTOR'S BUSINESS INFORMATION

Florida Construction Industries Licensing Board

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

Primary Licensee_____

Alternate Licensee_____

License Type_____

License Number:_____ Expiration Date_____

Qualified Business License (certificate of authority) number _____

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

Type of Business Organization

( ) Sole Proprietorship ( ) Partnership ( ) Joint Venture ( ) Corporation

State of Incorporation_____

Federal ID number _____

Authorized Signatories/Negotiators

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

Name and Title	Telephone Number	E-mail

THE UNDERSIGNED, A DULY AUTHORIZED OFFICER OR EMPLOYEE, HEREBY CERTIFIES THAT THE ABOVE INFORMATION IS TRUE AND CORRECT AND HAS HEREUNTO SET HIS SIGNATURE THIS _____ DAY OF _____, 20___.

By:_____ Title:_____

Printed Name and Title:_____

NON-COLLUSION AFFIDAVIT

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

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

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

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

   a _____ , formed under the laws of _____
   (Type of Business) (State or Province)

   of which he is _____.
   (Sole Owner, partner, president, etc.)

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

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

_____ _____
AFFIANT'S NAME AFFIANT'S TITLE

TAKEN, SWORN AND SUBSCRIBED TO BEFORE ME this _____ Day of _____,20___.

Personally Known _____ Or Produced Identification _____

Type of Identification _____

_____
Notary Public

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

Bid Title: Lake Henrietta Trailhead Construction
Bid No: BC-12-11-0718
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INSURANCE CERTIFICATION FORM

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

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

☐ YES ☐ NO

Commercial General Liability:	Indicate Best Rating:	_____
	Indicate Best Financial Classification:	_____
Business Auto:	Indicate Best Rating:	_____
	Indicate Best Financial Classification:	_____
Professional Liability:	Indicate Best Rating:	_____
	Indicate Best Financial Classification:	_____

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

☐ YES ☐ NO

Indicate Best Rating: _____
Indicate Best Financial Classification: _____

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

_____

_____

_____

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

☐ YES ☐ NO

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

Required Coverage and Limits

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

Required Policy Endorsements and Documentation

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

Deductibles and Self-Insured Retentions

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

Endorsements to insurance policies will be provided as follows:

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

Primary and not contributing coverage- General Liability & Automobile Liability

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

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

Please mark the appropriate box:

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

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

Name _____ Signature _____
Typed or Printed

Date _____ Title _____
(Company Risk Manager or Manager with Risk Authority)

COMPLIANCE WITH THE TRENCH SAFETY ACT (90-96, LAWS OF FLORIDA)

Trench Safety Act. The Contractor shall comply with all of the requirements of the Florida Trench Safety Act (Chapter 90-96, CS/CB 2626, laws of Florida). The Contractor shall acknowledge that included in various items of his bid proposal and in the total bid price are costs for complying with the provisions of the Act. Additionally, the Contractor is required to break out the costs for complying with the Florida Trench Safety Act. **FAILURE TO COMPLY WITH THE REQUEST IN THIS SECTION SHALL RESULT IN THE BID BEING DECLARED NON-RESPONSIVE.**

Bidder acknowledges that included in the various items of the proposal and in the Total Bid Price are costs for complying with the Florida Trench Safety Act (90-96, Laws of Florida) effective October 01, 1990. The bidder further identifies the costs to be summarized below:

	Trench Safety Measure (Description)	Units of Measure (LF, SY)	Unit (Quantity)	Unit Cost	Extended Cost
A.					
B.					
C.					
D.					
				TOTAL	$_____

DATE _____, 20___

Official Address
(including Zip Code)

By: _____

_____

_____ (TITLE)

_____

_____

ATTACH AND INCLUDE THIS PAGE AS PART OF PROPOSAL FORM; FAILURE TO DO SO MAY BE CAUSE FOR DISQUALIFICATION OF YOUR BID.

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CERTIFICATION REGARDING DEBARMENT, SUSPENSION, And OTHER RESPONSIBILITY MATTERS PRIMARY COVERED TRANSACTIONS

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

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

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

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

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

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

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

_____
Signature

_____
Title

_____
Contractor/Firm

_____
Address

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LOCAL VENDOR CERTIFICATION

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

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

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

Business Name:	Phone:
Current Local Address:	Fax:
If the above address has been for less than six months, please provide the prior address. Length of time at this address	

_____ _____
Signature of Authorized Representative Date

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 known to me
(State or place of incorporation)
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

Return Completed form with supporting documents to:

Leon County Purchasing Division
2284 Miccosukee Road
Tallahassee, Florida 32308

SAMPLE AGREEMENT

THIS AGREEMENT dated this ____ day of _____, 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 _____, 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 following services to the County: Lake Henrietta Trailhead Construction in accordance with the plans and specifications for Leon County Bid# BC-00-00-00-00, said bid being incorporated into this Agreement as Exhibit A, which is attached hereto and as if fully setout 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 one-hundred and twenty (120) 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 $250.00.

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.

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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 payment schedules contained in the Contractor's bid proposal for a total sum of $_____ on completion of the work and accepted as satisfactory.

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 Architect-Engineer and submitted to the Owner. Ten percent (10%) retainage shall be held at the discretion of the Owner and Architect, 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 Architect-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 retain age of ten percent (10%). If there should remain items to be completed, the General Contractor and Architect-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 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 Architect-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).

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.

b. 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.

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 Contractor shall be responsible for and obtain 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.

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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.

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 _____, 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.

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 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(I)(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

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 Engineering 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 Parks and Recreation. 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 Parks and Recreation 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 Parks and Recreation 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.

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 Parks and Recreation 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.

All special guarantees applicable to definite parts of the work which may be stipulated in the specifications or other papers forming a part of the Agreement shall be subject to the terms of this paragraph during the first two (2) years of the life of such special guarantee. The Contractor hereby understands and agrees that none of the guaranties or warranties as to defects in materials, equipment, or workmanship set forth herein shall in any way limit or shorten the statutory limitations period during which the County can bring an action in law or equity against the Contractor for breach of this Agreement. The Contractor further agrees that the limitations period for any action in law or equity which the County might bring against the Contractor for breach of this Agreement shall not begin to run until the time at which the breach is actually discovered by the County.

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. PROHIBITION AGAINST CONTINGENT FEES

The Architect (or registered surveyor and mapper or professional, as applicable) engineer warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the architect (or other) to solicit or secure this Agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working for the architect any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

21. 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.

22. 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.

23. VENUE

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

24. 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.

Bid Title: Lake Henrietta Trailhead Construction
Bid No: BC-12-11-0718
Opening Date: Tuesday, December 11, 2007 at 2:00 PM

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

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

SAMPLE AGREEMENT