

AGREEMENT

THIS AGREEMENT dated this 22nd day of June, 2010, by and between LEON COUNTY, a charter county and a political subdivision of the State of Florida, hereinafter referred to as the "County" and C.W. ROBERTS CONTRACTING, INC., hereinafter referred to as the "Contractor."

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

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

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

NOW, THEREFORE, the parties hereto agree as follows:

1. SERVICES TO BE PROVIDED

The Contractor hereby agrees to provide the following services to the County: resurfacing of the existing residential roads with asphaltic pavement and will include excavation, asphalt milling, roadbed reconstruction, and drainage improvements including replacing inlet tops adding inlets and pipes as needed to address erosion and safety in accordance with the plans and specifications for Leon County Bid# BC-06-10-10-34, 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 eighty (180) 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 \$1423.00.

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

4. CONTRACT SUM

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

**AGREEMENT BETWEEN LEON COUNTY AND C. W. ROBERTS CONTRACTING, INC.
BC-06-10-10-34****5. PAYMENTS TO THE GENERAL CONTRACTOR**

- a. The General Contractor shall submit to the Owner a schedule of values for the project. Pay requests shall be sworn statements based upon the progress made and submitted to the Owner on a monthly basis. 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 50% 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).

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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.

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- b. The Contractor's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees and volunteers. Any insurance of self-insurance maintained by the County, its officers, officials, employees or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
- c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the county, its officers, officials, employees or volunteers.
- d. The Contractor's insurance shall apply separately to each insured against whom claims is made or suit is brought, except with respect to the limits of the insurer's liability.

2. All Coverages

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

- D. Acceptability of Insurers. Insurance is to be placed with insurers with a Best's rating of no less than A:VII.
- E. Verification of Coverage. Contractor shall furnish the County with certificates of insurance and with original endorsements effecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by the County before work commences. The County reserves the right to require complete, certified copies of all required insurance policies at any time.
- F. Subcontractors. Contractors shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

8. PERMITS

The Contractor shall pay for and obtain all necessary permits as required by law not specifically provided by Leon County.

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 _____, 2010.

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

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

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

13. MINORITY BUSINESS ENTERPRISE (M/WBE) PARTICIPATION

The Contractor shall meet or exceed the M/WBE participation levels stated in the Contractor's M/WBE Participation Statement included as part of the Contractor's response for this project, see Exhibit C, attached hereto and made a part hereof, except when the County Good Faith Committee approves an exception.

The Contractor shall provide a monthly report to the Leon County Minority, Women and Small Business Enterprise Division in a format and manner acceptable to the Division. The report shall, at a minimum, indicate the business name of each certified Minority Business Enterprise or Women Business Enterprise sub-contractor utilized, the amount paid, the type of work performed, the appropriate invoice date, and the payment date to the Division.

Should Contractor's sub-contractor utilization fall below the level required in this Agreement or should Contractor substitute MWBE sub-contractors without prior written approval of the Division, the Contractor may be in breach of the Agreement. Contractors found in breach of their Agreement with the County may be suspended from bidding on and/or participation in any future County projects for up to three (3) years as provided in Section 15 of the Purchasing and Minority, Women, and Small Business Enterprise Policy 96-1.

Any change in the subcontractor utilization as listed on the participation plan (Exhibit C), must be approved by the MWSBE Division. Should the Contractor determine that the MWBE named in their participation plan submittal is unavailable or cannot perform the work, the Contractor shall request a change order. Such change order must be submitted to the MWSBE Division in writing at 2284 Miccosukee Road, Tallahassee, Florida or by facsimile to (850) 606-1651.

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.

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- 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(1)(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.

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17. GUARANTEE OF WORK

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

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

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

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 Director of Public Works and guarantee such restored work to the same extent as it was guaranteed under the original Agreement.

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

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.

**AGREEMENT BETWEEN LEON COUNTY AND C. W. ROBERTS CONTRACTING, INC.
BC-06-10-10-34**

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. DELAY

No claim for damages or any claim other than for an extension of time shall be made or asserted against the County by reason of any delays. The Contractor shall not be entitled to an increase in the contract sum or payment or compensation of any kind from the County for direct, indirect, consequential, impact or other costs, expenses or damages, including but limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference or hindrance from any cause whatsoever, whether such delay, disruption, interference or hindrance be reasonable or unreasonable, foreseeable or unforeseeable, or avoidable or unavoidable; provided, however, that this provision shall not preclude recovery of damages by the Contractor for hindrances or delays due solely to fraud, bad faith, or active interference on the part of the County or its agents. Otherwise, the Contractor shall be entitled only to extensions of the contract time as the sole and exclusive remedy for such resulting delay, in accordance with and to the extent specifically provided above.

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.

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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)

DRAFT

Signature of Notary

Print, Type or Stamp Name of Notary

Title or Rank

Serial Number, If Any

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LEON COUNTY, FLORIDA

BY: _____
Parwez Alam
County Administrator

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

DRAFT



Leon County

Board of County Commissioners

301 South Monroe Street, Tallahassee, Florida 32301
(850) 806-5302 www.leoncountyfl.gov

Commissioners

BILL PROCTOR
District 1

JANE G. SAULS
District 2

JOHN DALLEY
District 3

BRYAN DESLOGE
District 4

BOB RACKLEFF
District 5

CLIFF THAELL
At-Large

AKIN AKINYEMI
At-Large

PARWEZ ALAM
County Administrator

HERBERT W.A. THIELE
County Attorney

Bid Title: Linene Woods Infrastructure Improvements
Bid No: BC-06-10-10-34
Opening Date: Thursday, June 10, 2010 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-06-10-10-34
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: Linene Woods Infrastructure Improvements
Bid No: BC-06-10-10-34
Opening Date: Thursday, June 10, 2010 at 2:00 PM

PURPOSE:

Leon County is seeking the services of a qualified contractor for the resurfacing of the existing residential roads with asphaltic pavement and will include excavation, asphalt milling, roadbed reconstruction, and drainage improvements including replacing inlet tops adding inlets and pipes as needed to address erosion and safety. Asphaltic pavement in accordance with plans and specifications entitled Linene Woods Infrastructure Improvements plans from Inovia, dated April 8, 2010.

The proposed work is located wholly within the Linene Woods Subdivision located between Lakeshore Drive and Locksley Lane, Section 12, of Township 1 North, Range 1 West in Leon County, Florida.

The contract resulting from this bid will be a Unit Price Contract and the work will be paid based on the actual quantities used during construction. See the Bid Pricing Sheets for the units to be used. The Bid Pricing Sheets are available in an Excel file for bidders to utilize in preparing their bid and is posted on the County website at: <http://www.leoncountyfl.gov/purchasing/addenda/index.asp>. **BIDDERS ARE NOT TO ADD OR DELETE LINES OR ITEMS FROM, NOR MODIFY THE PROJECTED QUANTITIES ON THE PRICE WORKSHEET.** Any bid that does any modification to the worksheet will be considered non-responsive. The completed bid price sheets are to be submitted electronically on a CD as a part of your bid.

QUESTIONS:

The last day to submit questions for clarifications is June 2, 2010 at 5:00 PM.

BID DEADLINE:

Bid must be submitted no later than June 10, 2010 at 2:00 PM.

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 MANDATORY Pre-Bid Conference is scheduled for Wednesday, May 26, 2010 at 10:00 AM. The Pre-Bid Conference will be held in the Purchasing Bid Room, 2284 Miccosukee Road, Tallahassee, Florida.

CONTRACTOR'S QUALIFICATIONS

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

Bid Title: Linene Woods Infrastructure Improvements
Bid No: BC-06-10-10-34
Opening Date: Thursday, June 10, 2010 at 2:00 PM

BID INFORMATION AND CLARIFICATION:

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

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 County will not be responsible for oral clarifications. No negotiations, decisions or actions shall be initiated or executed by the proposer as a result of any discussions with any County employee prior to the opening of proposals. Only those communications which are in writing from the County may be considered as a duly authorized expression on the behalf of the Board.

Also, only communications from firms which are in writing and signed will be recognized by the Board as duly authorized expressions on behalf of proposers.

PROHIBITED COMMUNICATIONS

Any Form of communication, except for written correspondence, shall be prohibited regarding a particular request for proposal, request for qualification, bid, or any other competitive solicitation between:

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

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

The prohibited communication shall be in effect as of the deadline to submit the proposal, bid, or other response to a competitive solicitation.

The provisions of this section shall not apply to oral communications at any public proceeding, including pre-bid conferences, oral presentations before selection committees, contract negotiations during any public meetings, presentations made to the Board, and protest hearings. Further, the provisions of this section shall not apply to contract negotiations between any employee and the intended awardee, any dispute resolution process following the filing of a protest between the person filing the protest and any employee, or any written correspondence with any employee, County Commissioner, or decision-making board member or selection committee member, unless specifically prohibited by the applicable competitive solicitation process.

The provisions of this section shall terminate at the time the Board, or a County department authorized to act on behalf of the Board, awards or approves a contract, rejects all bids or responses, or otherwise takes action which ends the solicitation process.

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

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

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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.

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

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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 _____, 2010.

(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.

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."

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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 eighty (180) 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 \$1423.00.

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.

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 or the City of Tallahassee. Some firms with MBE or WBE certification by the State of Florida may be accepted under a reciprocal agreement but those from other governmental organizations are not accepted by Leon County.

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: Iranetta Burnett, Leon County Minority, Women, and Small Business Enterprise Director, by telephone at (850) 606-1650; fax (850) 606-1651 or by e-mail burnetti@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 will result in a determination of non-responsiveness for the bid.

If the aspirational target is not met **you must denote your good faith effort** on the Participation Plan Form. All respondents, including MBE's, and WBE's shall either meet the aspirational target(s), or if not met, demonstrate in their bid response that a good faith effort was made to meet the aspirational target(s). **Failure to complete such good faith effort statement will result in the**

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bid being non-responsive. Below, are policy examples of good faith efforts that respondents can use if they are not meeting the aspirational target. These examples can be used to demonstrate the good faith effort.

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.

<u>Construction Sub-Contractor Targets:</u>	Minority Business Enterprise - 17%
	Woman Business Enterprise - 9%

Definitions for the above targets follow:

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

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- 1) African/Black Americans - All persons having origins in any of the Black African racial groups not of Hispanic origins and having community identification as such.
- 2) Hispanic Americans - All persons (Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race) reared in a Hispanic environment and whose surname is Hispanic and having community identification as such.
- 3) Asian American - All persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands and having community identification as such.
- 4) American Indians, Alaskan Natives and American Aleuts - All persons having origins in any of the original people of North America, maintaining identifiable tribal affiliations through membership and participation and having community identification as such.

c. Women - American Woman

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.

OCCUPATIONAL LICENSES AND REGISTRATIONS:

The contractor shall be responsible for obtaining and maintaining throughout the contract period any required occupational license and other licenses required pursuant to the laws of Leon County, the City of Tallahassee, or the State of Florida. 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.

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.

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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. Preference in bidding for construction services in projects estimated to exceed \$250,000. Except where otherwise prohibited by federal or state law or other funding source restrictions, in the purchasing of, or letting of contracts for procurement of construction services for improvements to real property or existing structures that are estimated to exceed \$250,000 in value, the County may give preference to local businesses in the following manner:
 - a) Under a competitive bid solicitation, when the lowest responsive and responsible bid is submitted by an individual or firm that is not a local business, then the local business that submitted the lowest responsive and responsible bid shall be offered the opportunity to perform the work at the lowest bid amount, if that local business's bid was not greater than 110% of the lowest responsive and responsible bid amount.
 - b) All contractual awards issued in accordance with the provisions of this subsection (paragraph 2) shall contain aspirational trade contractor work targets, based on market and economic factors, of 85 percent as follows: The successful individuals or firms shall agree to engage not less than 85 percent of the dollar value of trade contractor work with local businesses unless the successful individuals or firms prove to the County's satisfaction, that the trade contractor work is not available locally with the Leon, Gadsden, Wakulla or Jefferson County area. The term "trade contractor" shall mean a subcontractor who contracts with the prime contractor and whose primary activity is performing specific activities (e.g., pouring concrete, masonry, site preparation, framing, carpentry, dry wall installation, electrical, plumbing, painting) in a construction project but is not responsible for the entire project.
3. 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.

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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

- a. The General Contractor shall submit to the Owner a schedule of values for the project. Pay requests shall be sworn statements based upon the progress made and submitted to the Owner on a monthly basis. 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 50% 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

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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).

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 requirements in compliance with the applicable state and federal laws and Employer's Liability with a limit of \$500,000 per accident, \$500,000 disease policy limit, \$500,000 disease each employee. Waiver of Subrogation in lieu of Additional Insured is required.
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).

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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, its officers, officials, employees and volunteers. Any insurance of self-insurance maintained by the County, its officers, officials, employees or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
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.

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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

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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 PROTEST:

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

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

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

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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

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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.

PERMITS

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

ASSIGNMENT

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

INDEMNIFICATION

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

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

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

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ETHICAL BUSINESS PRACTICES

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

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

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

BID CHECKLIST:

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

- _____ Completed Bid Response Sheet with Manual Signature
- _____ Affidavit Immigration Laws
- _____ Minority/Women Business Enterprise Participation Plan/Good Faith Statement
- _____ Identical Tie Bid Statement
- _____ Insurance Certification Form
- _____ Contractor's Business Information Form
- _____ Non Collusion Affidavit
- _____ Certification/Debarment Form
- _____ Applicable Licenses/Registrations

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TECHNICAL SPECIFICATIONS - SUMMARY OF WORK

The scope of work to be performed under this bid will include resurfacing of the existing residential roads with asphaltic pavement and will include excavation, asphalt milling, roadbed reconstruction, and drainage improvements including replacing inlet tops adding inlets and pipes as needed to address erosion and safety asphaltic pavement in accordance with plans and specifications entitles Linene Woods Infrastructure Improvements.

The proposed work is located wholly within the Linene Woods Subdivision located between Lakeshore Drive and Locksley Lane, Section 12, of Township 1 North, Range 1 West in Leon County, Florida.

GENERAL REQUIREMENTS:

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

- A. Florida Department Of Transportation (F.D.O.T.) Standard Specifications for Road and Bridge Construction, 2007 Edition and all supplemental documents thereto.
- B. F.D.O.T. Roadway and Traffic Design Standards, 2008 English Edition.
- C. Manual on Uniform Traffic Control Devices (MUTCD), Federal Highway Administration, latest Edition.

In general, the project shall be constructed in accordance with the Technical Specifications (Division II) as presented in the 2007 edition of the FDOT Standard Specifications for Road and Bridge Construction and the January 2008 FDOT Design Standards. Additionally, Specification Section 105, Contractor Quality Control Requirements, shall be included and incorporated into the Project. QC testing shall be performed by the Contractor with Verification testing and acceptance being performed by Leon County.

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

SPECIFIC REQUIREMENTS and PAY ITEM NOTES:

- 1. No work shall commence until all Permits have been received and Notice to Proceed has been issued.
- 2. The slope on all mitered end sections (MES) are to be 2:1, unless otherwise specified in the plans.
- 3. Working hours will be weekdays 9:00 am to 4:00 pm; unless otherwise specified by County Engineer.
- 4. The contractor will be responsible for final dressing of disturbed areas within the subdivision. Pay Item LC-01 to be lump sum.
- 5. The contractor will be responsible for construction layout and surveying, including but not limited to Final Record Drawings. Pay item LC-02 to be lump sum.
- 6. The initial contingency of \$40,000.00 shall be placed in all bids to address field changes due to unknown conditions. Pay Item LC-03 to be lump sum.

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7. All conventional type paving equipment used for placing asphalt, both leveling and surface placement, shall be outfitted with electronic devices capable of maintaining uniform cross slope control, joint matching, and leveling of the asphalt mix within the allowable tolerances.
8. Leon County shall reserve the right to sample any or all materials to determine that materials meet specifications. Failure to meet specifications shall be cause for cancellation of delivery, rejection of materials provided for partial or full payment deduction as determined by the county representative.
9. Within 15 days after the contract has been awarded, the contractor shall submit to the engineer or his designee a working schedule for the project showing in detail the working day on which he expects to begin and complete each of the various major items of the work to be performed.
10. The contractor shall remove all equipment from existing roadway and the shoulder during non-working hours to ensure the least practicable interference with traffic and pedestrians.
11. No night work shall be performed unless adequate lighting is provided and approval given by the engineer or his designee. If the existing lighting is not adequate, the contractor shall be responsible for providing artificial lighting that shall be approved by the engineer or his designee.
12. Obstructions and barricades shall be lighted at night and such lights shall be kept burning from sunset to sunrise. All such signing and traffic control within the limits of the project shall be done in accordance with the engineer or his designee, applicable OSHA regulations and MUTCD.
13. Proposed drainage structures and pipes shown in the plans shall be constructed to the layout, elevations, and grades shown in the plans. Modifications to the proposed layout or elevations shall be approved by the engineer
14. Substitutions or changes shall be made to this plan according to all governmental requirements and with prior approval from the engineer.
15. Post all applicable permits as required.
16. The contractor shall provide Sheriff's Deputy at their hourly rate as needed, per Leon County Engineer's or Inspector's discretion. The contractor pay the weekly invoice from the Sheriff's Department and submit to County for reimbursement.
17. **Pay Item 102-1** - Includes all items necessary for the implementation of maintenance of traffic as described in the traffic control plans. Payment also includes temporary pavement, temporary driveway construction and all other items of traffic control not included for payment under separate items.
18. **Pay Items 104-10, 104-18** - These items are estimated for prevention, control, and abatement of erosion and water pollution. These items are to be used as designated by the plans or as directed by the engineer.
19. **Pay Item 110-1-1** -All removed drainage structures, pipes, traffic signs, and related appurtenances determined to be salvageable by the engineer are county property and shall be stockpiled in the right-of-way for removal by county personnel. All non-salvageable materials become the property of the contractor and shall be removed from the project site. Such work mentioned above is incidental to clearing and grubbing. This pay item also includes all grading not covered otherwise and removal of fence as necessary and not covered otherwise.
20. **Pay Item 120-1** - This is a contingency item for use at the discretion of the engineer. It is for the excavation, removal, and disposal of unsuitable subsoils at locations directed by the engineer. Locations of subsoil excavation shall be approved in writing by the engineer prior to removal. The

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excavated subsoil materials shall be replaced with suitable granular material approved the engineer. Granular replacement material shall be paid for under separate item unless suitable replacement materials are available from the normal excavation and grading operations.

21. **Pay Item 331-2** - Estimated quantity is for 2" of type SP asphaltic concrete structural course. 360 SY for paving of asphalt driveways is included in this item. Payment includes application of tack coat in accordance with section 300 of FDOT standard specifications for road and bridge construction 2008.
22. **Pay Item 334-9-99** – Pay item note on Sheet 5 of the plan set should be changed to require 6" of Black Base.
23. **Pay Item 530-3-4** – All rip rap rubble will be grouted in-place.
24. **Pay Item 580-1-1:**
 - A. All Landscaping will be paid as a Lump Sum per Phase. The Contractor is responsible for reviewing Landscape Plans to determine quantities, types, installation requirements, etc. to determine price.
 - B. Irrigation associated with Landscaping will be paid as a Lump Sum
 - C. This item also includes the construction small decorative wall and planters
25. Utilities:
 - A. The Contractor will be responsible for the coordination of all utility relocations within the project limits.
 - B. The exact location of all utilities in the vicinity of construction activities shall be determined by the contractor prior to construction. The contractor shall contact all utility companies prior to beginning of construction and coordinate schedules with utility owners during construction.
26. Right of Way:
 - A. The contractor shall notify the engineer of any encroachment of the right of way, affecting construction activities, a minimum of fourteen working days prior to construction activities. The engineer shall notify private property owners of encroachment of a minimum of seven working days prior to commencement of construction. Any encroachments not removed by the property owners shall be removed by the contractor as part of the clearing and grubbing for the project.
 - B. The contractor shall verify location of all right of way and easement limits prior to construction in an area and maintain clearly marked right of way and easement limits around all construction activities. Any monument within the limits of construction is to be protected. If in danger of damage the contractor shall notify the engineer or his designee.

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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

Bob Rackleff
Chairman

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

BY _____
(Firm Name)

_____ (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: _____

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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. _____

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**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 _____

(Type of identification) My commission expires: _____

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.**

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MINORITY and WOMEN BUSINESS ENTERPRISE PARTICIPATION PLAN

Respondent: _____

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

For the purposes of MWBE participation on Leon County projects, the following definition applies:
 "Certified Minority Business Enterprise (MBE) and Women Business Enterprise (WBE)" are firms certified by Leon County or the City of Tallahassee. Some firms with MBE or WBE certification by the State of Florida may be accepted under a reciprocal agreement but those from other governmental organizations are not accepted by Leon County."

DIRECTIONS: Each respondent must designate in Section 1 its level of MWBE participation. If the aspirational targets are not met or exceeded, Section 2 must be completed. All Respondents are to list subcontractor as appropriate in Sections 3 and 4.

Section 1 - Aspirational Target for M/WBE Participation The aspirational target for this project is:

Aspirational Target for Construction	
M/WBE Classification	Aspirational Target(s)
Certified Minority Business Enterprises (MBE)	17% of the total anticipated contract value
Certified Women Business Enterprises (WBE)	9% of the total anticipated contract value

Section 2 - Good Faith Effort

The following list of the good faith efforts criteria complies with Leon County's Purchasing and Minority, Women, and Small Business Enterprise Policy 96-1 which is used in the determination of whether a contractor has performed and documented good faith efforts.

Please check the appropriate box to designate those actions you have done as "Good Faith" in order to secure MWBE participation for this solicitation "Good Faith Effort" statement that applies to your firm **and attach documentation of such:**

- Advertised for participation by M/WBEs in non-minority and minority publications within the Market area, including a copy of the advertisement and proof of the date(s) it appeared – or by sending correspondence, no less than ten (10) days prior to the submission deadline, to all M/WBEs referred to the respondent by the MWSBE Division for the goods and services to be Subcontracted and/or Supplied
- Documented that the bidding Prime Contractor provided ample time for potential MBE and/or WBE subcontractors to respond to bid opportunities, including a chart outlining the schedule/time frame used to obtain bids from MBE and WBE Vendors as applicable to the aspirational Target.
- Contacted the MWSBE Division for a listing of available M/WBEs who provide the services needed for the bid or proposal.
- Contacted MBEs and/or WBEs who provide the services needed for the bid or proposal.

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- Documented follow-up telephone calls with potential M/WBE subcontractors seeking participation.
- Allowed potential M/WBE Subcontractors to review bid specifications, blueprints and all other Bid/RFP related items at no charge to the M/WBEs.
- Contacted the MWSBE Division, no less than five (5) business days prior to the Bid/RFP deadline, regarding problems the with respondent is having in achieving and/or reaching the aspirational targets.
- Other documentation indicating their Good Faith Efforts to meet the aspirational targets. Please provide details below.

- Respondent is unable to provide a Good Faith Effort due to the structure of the firm. Please identify the reason below. (For Example: A Non-For- Profit Organization)

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

Section 3 - Respondent's Proposed MBE Participation. Respondent shall complete the following Table identifying each certified MBE firm they intend to use on this project. Attach additional sheets as necessary.

MBE and WBE Intended Utilization

Firm's Name (Requires Leon County or City of Tallahassee MWBE certification) ¹	Firm's Location Address (Must be in Leon, Gadsden, Jefferson or Wakulla Counties, FL to be certified)	Firm's Telephone Number	Ethnic Group ² (B, A, H, N, F)	Total Dollar Amount of MBE Participation	Type of Service to Provide
Minority and Women Business Enterprise(s)					
a.					
b.					
c.					
d.					
e.					

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f.					
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¹ Certification – Attach and submit a copy of each MBE and WBE certification with the proposal.
² Ethnic Group – Use of the following abbreviations: (a) MBE's include: African American (B), Asian American (A), Hispanic American (H) and Native American (N) owned firms; (b) WBEs include Non-Minority Female (F) owned firms.

Section 4 - Non-MWBE Subcontractors. Respondent shall complete the following Table identifying non-MBE's or WBE's subcontractors it anticipates utilizing on the project.

Non-MBE and WBE Intended Utilization				
Firm's Name	Firm's Address	Firm's Phone #	Total Dollar Amount	Type of Service to Provide
a.				
b.				
c.				
d.				
e.				

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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

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CONTRACTOR'S BUSINESS INFORMATION

COMPANY INFORMATION

Name:	
Street Address:	
City, State, Zip:	
Taxpayer ID Number:	
Telephone:	Fax:
Trade Style Name:	

TYPE OF BUSINESS ORGANIZATION (check one)

<input type="checkbox"/>	Sole Proprietorship	<input type="checkbox"/>	Limited Liability Company
<input type="checkbox"/>	General Partnership	<input type="checkbox"/>	Joint Venture
<input type="checkbox"/>	Limited Partnership	<input type="checkbox"/>	Trust
<input type="checkbox"/>	Corporation	<input type="checkbox"/>	Other (specify)
<input type="checkbox"/>	Sub-chapter S Corporation		

State of Incorporation: _____ Date Established: _____

AUTHORIZED SIGNATORIES/NEGOTIATORS

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

Name	Title	Telephone	E-Mail

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:	
License Type:	
License Number:	Expiration Date:
Qualified Business License (certificate of authority) number:	

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Alternate Licensee:	
License Type:	
License Number:	Expiration Date:

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

LIST COMPANIES FROM WHOM YOU OBTAIN SURETY BONDS

Surety Company 1

Company Name	
Contact's Name	
Telephone	
Fax	
Address	

Surety Company 2

Company Name	
Contact's Name	
Telephone	
Fax	
Address	

Present Amount of Bonding Coverage (\$):	Has your application for surety bond ever been declined? (If yes, please provide detailed information on reverse) <input type="checkbox"/> Yes <input type="checkbox"/> No	During the past 2 years, have you been charged with a failure to meet the claims of your subcontractors or suppliers? (If yes, please provide detailed information on reverse) <input type="checkbox"/> Yes <input type="checkbox"/> No
--	---	--

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: _____

Bid Title: Linene Woods Infrastructure Improvements
Bid No: BC-06-10-10-34
Opening Date: Thursday, June 10, 2010 at 2:00 PM

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: Linene Woods Infrastructure Improvements
Bid No: BC-06-10-10-34
Opening Date: Thursday, June 10, 2010 at 2:00 PM

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 Indicate Best Rating: _____
Liability: Indicate Best Financial Classification: _____

Business Auto: 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

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.

Bid Title: Linene Woods Infrastructure Improvements
Bid No: BC-06-10-10-34
Opening Date: Thursday, June 10, 2010 at 2:00 PM

**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 statutes 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

Bid Title: Linene Woods Infrastructure Improvements
Bid No: BC-06-10-10-34
Opening Date: Thursday, June 10, 2010 at 2:00 PM

CERTIFICATION OF TRADES WORK

This bid has an aspirational trade contractor work target of 85 percent of the dollar value of trade contractor work with local businesses unless the bidder provides proof to the County's satisfaction, that the trade contractor work is not available locally with the Leon, Gadsden, Wakulla or Jefferson County area.

The following definitions shall apply for purposes of this section:

- a. "Local business" shall mean a business which 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.
- b. The term "trade contractor" shall mean a subcontractor who contracts with the prime contractor and whose primary activity is performing specific activities (e.g., pouring concrete, masonry, site preparation, framing, carpentry, dry wall installation, electrical, plumbing, painting) in a construction project but is not responsible for the entire project.

The successful contractor, at the time of development of the project schedule of values, shall provide a listing of the trade contractor work to be performed. As the project progresses, the names of the trade contractors performing the work and the dollar value and percentage participation of each shall be provided in a manner to be prescribed by the County.

The Bidder shall complete the following section designating the commitment to trade contractor participation for this project. If the aspirational target of 85 percent of the dollar value of trade contractor work cannot be met, the Bidder shall provide such information necessary to establish that the work is not available from local trade contractors.

-
- Bidder agrees to engage not less than 85 percent of the dollar value of trade contractor work with local businesses.
 - Bidder agrees to engage not less than _____ percent of the dollar value of trade contractor work with local businesses and has explained why the aspirational target cannot be met.

The undersigned is an authorized signatory for the bidder and understands that the commitment made herein shall be a contractual provision of the project for the successful contractor and, further, that if bidder is the successful contractor all prescribed reporting will be done in an accurate and timely manner.

(Firm Name)

BY _____
(Authorized Representative)

(Printed or Typed Name)

DATE _____

SAMPLE AGREEMENT

THIS AGREEMENT dated this _____ day of _____, 2010, 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: resurfacing of the existing residential roads with asphaltic pavement and will include excavation, asphalt milling, roadbed reconstruction, and drainage improvements including replacing inlet tops adding inlets and pipes as needed to address erosion and safety 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 eighty (180) 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 \$1423.00.

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

4. CONTRACT SUM

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

5. PAYMENTS TO THE GENERAL CONTRACTOR

- a. The General Contractor shall submit to the Owner a schedule of values for the project. Pay requests shall be sworn statements based upon the progress made and submitted to the Owner on a monthly basis. 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 50% 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).

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, its officers, officials, employees and volunteers. Any insurance of self-insurance maintained by the County, its officers, officials, employees or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
 - c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the county, its officers, officials, employees or volunteers.
 - d. The Contractor's insurance shall apply separately to each insured against whom claims is made or suit is brought, except with respect to the limits of the insurer's liability.

2. All Coverages

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

- D. Acceptability of Insurers. Insurance is to be placed with insurers with a Best's rating of no less than A:VII.
- E. Verification of Coverage. Contractor shall furnish the County with certificates of insurance and with original endorsements effecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by the County before work commences. The County reserves the right to require complete, certified copies of all required insurance policies at any time.
- F. Subcontractors. Contractors shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

8. PERMITS

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

9. LICENSES

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

10. ASSIGNMENTS

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

11. PAYMENT AND PERFORMANCE BOND

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

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 _____, 2010.

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

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

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

13. MINORITY BUSINESS ENTERPRISE (M/WBE) PARTICIPATION

The Contractor shall meet or exceed the M/WBE participation levels stated in the Contractor's M/WBE Participation Statement included as part of the Contractor's response for this project, see Attachment ___, attached hereto and made a part hereof, except when the County Good Faith Committee approves an exception.

The Contractor shall provide a monthly report to the Leon County Minority, Women and Small Business Enterprise Division in a format and manner acceptable to the Division. The report shall, at a minimum, indicate the business name of each certified Minority Business Enterprise or Women Business Enterprise sub-contractor utilized, the amount paid, the type of work performed, the appropriate invoice date, and the payment date to the Division.

Should Contractor's sub-contractor utilization fall below the level required in this Agreement or should Contractor substitute MWBE sub-contractors without prior written approval of the Division, the Contractor may be in breach of the Agreement. Contractors found in breach of their Agreement with the County may be suspended from bidding on and/or participation in any future County projects for up to three (3) years as provided in Section 15 of the Purchasing and Minority, Women, and Small Business Enterprise Policy 96-1.

Any change in the subcontractor utilization as listed on the participation plan (Attachment ___), must be approved by the MWSBE Division. Should the Contractor determine that the MWBE named in their participation plan submittal is unavailable or cannot perform the work, the Contractor shall request a change order. Such change order must be submitted to the MWSBE Division in writing at 2284 Miccosukee Road, Tallahassee, Florida or by facsimile to (850) 606-1651.

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(1)(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.

**AGREEMENT BETWEEN LEON COUNTY AND
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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 Public Works. No express warranty or guarantee contained herein shall in any way limit, avoid, displace, or modify any implied warranties or guarantees owed by the Contractor to the County.

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

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

**AGREEMENT BETWEEN LEON COUNTY AND
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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 Director of Public Works and guarantee such restored work to the same extent as it was guaranteed under the original Agreement.

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

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. 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. DELAY

No claim for damages or any claim other than for an extension of time shall be made or asserted against the County by reason of any delays. The Contractor shall not be entitled to an increase in the contract sum or payment or compensation of any kind from the County for direct, indirect, consequential, impact or other costs, expenses or damages, including but limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference or hindrance from any cause whatsoever, whether such delay, disruption, interference or hindrance be reasonable or unreasonable, foreseeable or unforeseeable, or avoidable or unavoidable; provided, however, that this provision shall not preclude recovery of damages by the Contractor for hindrances or delays due solely to fraud, bad faith, or active interference on the part of the County or its agents. Otherwise, the Contractor shall be entitled only to extensions of the contract time as the sole and exclusive remedy for such resulting delay, in accordance with and to the extent specifically provided above.

**AGREEMENT BETWEEN LEON COUNTY AND
BC-00-00-10-00**

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.

**AGREEMENT BETWEEN LEON COUNTY AND
BC-00-00-10-00**

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

**AGREEMENT BETWEEN LEON COUNTY AND
BC-00-00-10-00**

LEON COUNTY, FLORIDA

BY: _____
Bob Rackleff, 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

EXHIBIT B
CONTRACTOR'S BID RESPONSE

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

Bob Rackleff
Chairman

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

BY C.W. Roberts Contracting, Inc.
(Firm Name)
Charles W. Roberts III
(Authorized Representative)
Charles W. Roberts III, President
(Printed or Typed Name)
ADDRESS 3372 Capital Circle NE
Tallahassee, FL 32308
TELEPHONE 850-385-5060
FAX 850-385-5605

ADDENDA ACKNOWLEDGMENTS: (IF APPLICABLE)

Addendum #1 dated _____ Initials _____

Addendum #2 dated _____ Initials _____

Addendum #3 dated _____ Initials _____

LINENE WOODS INFRASTRUCTURE IMPROVEMENTS					
PAY ITEM	PAY ITEM DESCRIPTION	UNIT	UNIT COST	QTY.	COST
LINENE WOODS ON-SITE CONSTRUCTION					
101- 1	MOBILIZATION	LS	\$ 15,000.00	1	\$ 15,000.00
102- 1	MAINTENANCE OF TRAFFIC	LS	\$ 12,000.00	1	\$ 12,000.00
104- 10- 3	SEDIMENT BARRIER	LF	\$ 2.50	500	\$ 1,250.00
104- 18	INLET PROTECTION SYSTEM	EA	\$ 150.00	8	\$ 1,200.00
110- 1- 1	CLEARING & GRUBBING	AC	\$ 10,000.00	0.5	\$ 5,000.00
110- 4	REMOVAL OF EXISTING CONCRETE PAVEMENT (Driveway)	SY	\$ 20.00	25	\$ 500.00
120- 1	EXCAVATION, REGULAR (CONTINGENCY ITEM ONLY)	CY	\$ 6.00	500	\$ 3,000.00
120- 5 - 5B	DRAINAGE BERM CONSTRUCTION AT LITTLE JOHN TRAIL	CY	\$ 10.00	140	\$ 1,400.00
160- 4	STABILIZATION (TYPE B)	SY	\$ 1.50	4460	\$ 6,690.00
285- 706	LIMEROCK BASE	SY	\$ 6.50	4460	\$ 28,990.00
334- 1- 11	SUPERPAVE ASPHALTIC CONC (SP-12.5) (Resurfacing)	TN	\$ 86.00	3602	\$ 309,772.00
334- 1- 12	SUPERPAVE ASPHALTIC CONC (SP-12.5) (Reconstruction)	TN	\$ 86.00	491	\$ 42,226.00
334-9-99	BASE REPAIR	SY	\$ 20.00	120	\$ 2,400.00
400-3-1	CONCRETE, CLASS III (FLUME)	CY	\$ 500.00	3.2	\$ 1,600.00
425-11	DRAINAGE STRUCTURE MODIFY (NEW TYPE 8 TOP)	EA	\$ 2,000.00	3	\$ 6,000.00
425-1-523	INLET, DT BOTTOM, TYPE C, <10'	EA	\$ 4,500.00	1	\$ 4,500.00
425-1711	INLETS, GUTTER, TYPE V, <10'	EA	\$ 2,400.00	3	\$ 7,200.00
425-2- 41	MANHOLES, P-8, <10'	EA	\$ 1,800.00	3	\$ 5,400.00
425-2- 42	MANHOLES, P-8, >10'	EA	\$ 3,500.00	2	\$ 7,000.00
430-175-100	PIPE CULVERT,RCP,ROUND, 18"	LF	\$ 32.00	259	\$ 8,288.00
430-175-101	PIPE CULVERT,RCP,ROUND, 24"	LF	\$ 46.00	118	\$ 5,428.00
430-982-125	MITERED END SECTION, ROUND, 18" CD	EA	\$ 800.00	3	\$ 2,400.00
520-1-10	CURB AND GUTTER, 18"	LF	\$ 30.00	28	\$ 840.00
520-2-4	CONCRETE CURB, TYPE D	LF	\$ 16.00	310	\$ 4,960.00

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ATTACHMENT # 1
PAGE 59 OF 85

520-6	SHOULDER GUTTER- CONCRETE	LF	\$ 50.00	28	\$ 1,400.00
522-1	SIDEWALK CONCRETE, 4" THICK	SY	\$ 40.00	47	\$ 1,880.00
524-1-2	CONCRETE DITCH PAVT., NR, 4"	SY	\$ 50.00	73	\$ 3,650.00
530- 3- 4	RIPRAP, RUBBLE, F&I	TN	\$ 110.00	10	\$ 1,100.00
570- 1- 2	PERFORMANCE TURF, SOD	SY	\$ 3.25	1750	\$ 5,687.50
580- 1- 1	LANDSCAPE COMPLETE (INCL. PLANTS, PLANTERS, WALL)	LS	\$ 12,500.00	1	\$ 12,500.00
710- 11-125	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, SOLID, 24"	LF	\$ 25.00	42	\$ 1,050.00
LC-01	Final dressing	LS	\$ 3,500.00	1	\$ 3,500.00
LC-02	Survey & Layout	LS	\$ 3,500.00	1	\$ 3,500.00
SUB-TOTAL ON-SITE CONSTRUCTION					\$ 517,311.50
OFF-SITE CONSTRUCTION					
104- 18	INLET PROTECTION SYSTEM	EA	\$ 150.00	2	\$ 300.00
110- 4	REMOVAL OF EXISTING CONCRETE PAVEMENT (Driveway)	SY	\$ 20.00	25	\$ 500.00
334- 1- 11	SUPERPAVE ASPHALTIC CONC (TRAFFIC A) (Resurfacing)	TN	\$ 150.00	7.5	\$ 1,125.00
524-1-2	CONCRETE DITCH PAVT., NR, 4"	SY	\$ 50.00	73	\$ 3,650.00
425- 1351	INLETS, CURB, TYPE P-5, <10'	EA	\$ 3,000.00	2	\$ 6,000.00
430-175-101	PIPE CULVERT, RCP, ROUND, 24"	LF	\$ 46.00	86	\$ 3,956.00
430-982-129	MITERED END SECTION, ROUND, 24" CD	EA	\$ 1,100.00	1	\$ 1,100.00
570- 1 2	PERFORMANCE TURF, SOD	SY	\$ 3.25	130	\$ 422.50
524-1-2D	CONCRETE DRIVEWAY RECONSTRUCTION, 6" THICK W 4X4 WWF	SY	\$ 60.00	22	\$ 1,320.00
SUB-TOTAL OFF-SITE CONSTRUCTION					\$ 18,373.50
LC-03	INITIAL CONTINGENCY AMOUNT (DO NOT BID)	LS	\$ 40,000.00	1	\$ 40,000.00
TOTAL PROJECT BID INCLUDING INITIAL CONTINGENCY AMOUNT					\$ 575,685.00

Bid Title: Linene Woods Infrastructure Improvements
Bid No: BC-06-10-10-34
Opening Date: Thursday, June 10, 2010 at 2:00 PM

ATTACHMENT # 1
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**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: C.W. Roberts Contracting, Inc.

Signature: *Charles W. Roberts III* Title: President
Charles W. Roberts III

STATE OF Florida
COUNTY OF Leon

Sworn to and subscribed before me this 10th day of June, 2010.

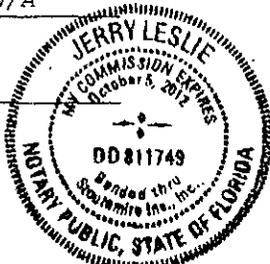
Personally known XX

Jerry Leslie
NOTARY PUBLIC

OR Produced identification N/A

Notary Public - State of Florida

N/A
(Type of identification)



My commission expires: 10/05/12

Jerry Leslie
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: Linene Woods Infrastructure Improvements
 Bid No: BC-06-10-10-34
 Opening Date: Thursday, June 10, 2010 at 2:00 PM

MINORITY and WOMEN BUSINESS ENTERPRISE PARTICIPATION PLAN

Respondent: C.W. Roberts Contracting, Inc.

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

For the purposes of MWBE participation on Leon County projects, the following definition applies:
 "Certified Minority Business Enterprise (MBE) and Women Business Enterprise (WBE)" are firms certified by Leon County or the City of Tallahassee. Some firms with MBE or WBE certification by the State of Florida may be accepted under a reciprocal agreement but those from other governmental organizations are not accepted by Leon County. "

DIRECTIONS: Each respondent must designate in Section 1 its level of MWBE participation. If the aspirational targets are not met or exceeded, Section 2 must be completed. All Respondents are to list subcontractor as appropriate in Sections 3 and 4.

Section 1 - Aspirational Target for M/WBE Participation The aspirational target for this project is:

Aspirational Target for Construction	
M/WBE Classification	Aspirational Target(s)
Certified Minority Business Enterprises (MBE)	17% of the total anticipated contract value
Certified Women Business Enterprises (WBE)	9% of the total anticipated contract value

Women Business Utilization 5.7%

Section 2 - Good Faith Effort

The following list of the good faith efforts criteria complies with Leon County's Purchasing and Minority, Women, and Small Business Enterprise Policy 06-1 which is used in the determination of whether a contractor has performed and documented good faith efforts.

Please check the appropriate box to designate those actions you have done as "Good Faith" in order to secure MWBE participation for this solicitation "Good Faith Effort" statement that applies to your firm and attach documentation of such:

- Advertised for participation by M/WBEs in non-minority and minority publications within the Market area, including a copy of the advertisement and proof of the date(s) it appeared – or by sending correspondence, no less than ten (10) days prior to the submission deadline, to all M/WBEs referred to the respondent by the MWSBE Division for the goods and services to be Subcontracted and/or Supplied
- Documented that the bidding Prime Contractor provided ample time for potential MBE and/or WBE subcontractors to respond to bid opportunities, including a chart outlining the schedule/time frame used to obtain bids from MBE and WBE Vendors as applicable to the aspirational Target.
- Contacted the MWSBE Division for a listing of available M/WBEs who provide the services needed for the bid or proposal.
- Contacted MBEs and/or WBEs who provide the services needed for the bid or proposal.
- Documented follow-up telephone calls with potential M/WBE subcontractors seeking participation.

Bid Title: Linene Woods Infrastructure Improvements
Bld No: BC-06-10-10-34
Opening Date: Thursday, June 10, 2010 at 2:00 PM

- Allowed potential M/WBE Subcontractors to review bid specifications, blueprints and all other Bid/RFP related items at no charge to the M/WBEs.
- Contacted the MWSBE Division, no less than five (5) business days prior to the Bid/RFP deadline, regarding problems the with respondent is having in achieving and/or reaching the aspirational targets. Contacted Leon County on several occasion on this issue - see below
- Other documentation indicating their Good Faith Efforts to meet the aspirational targets. Please provide details below.

61% of this project is asphalt paving (specialty work) with no minority subs available for such. On this project CWR has determined that there is less than \$100,000 of work that we could subcontract out to subcontractors. It is our intent to subcontract out approximately 30% of the deemed subcontractable amount to minority subs

- Respondent is unable to provide a Good Faith Effort due to the structure of the firm. Please identify the reason below. (For Example: A Non-For-Profit Organization)

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

Section 3 - Respondent's Proposed MBE Participation. Respondent shall complete the following Table identifying each certified MBE firm they intend to use on this project. Attach additional sheets as necessary.

MBE and WBE Intended Utilization

Firm's Name (Requires Leon County or City of Tallahassee MWBE certification) ¹	Firm's Location Address (Must be in Leon, Gadsden, Jefferson or Wakulla Counties, FL to be certified)	Firm's Telephone Number	Ethnic Group ² (B, A, H, N, F)	Total Dollar Amount of MBE Participation	Type of Service to Provide
Minority and Women Business Enterprise(s)					
a. Suzanne Diambra Landscaping, Inc.	1614 S. Monroe St. Tallahassee, FL	222-8866	F	33,000.00	Concrete Landscaping
b.					
c.					
d.					
e.					
f.					

Bid Title: Linene Woods Infrastructure Improvements
 Bid No: BC-06-10-10-34
 Opening Date: Thursday, June 10, 2010 at 2:00 PM

¹ **Certification** – Attach and submit a copy of each MBE and WBE certification with the proposal.
² **Ethnic Group** – Use of the following abbreviations: (a) MBE's include: African American (B), Asian American (A), Hispanic American (H) and Native American (N) owned firms; (b) WBEs include Non-Minority Female (F) owned firms.

Section 4 - Non-MWBE Subcontractors. Respondent shall complete the following Table identifying non-MBE's or WBE's subcontractors it anticipates utilizing on the project.

Non-MBE and WBE Intended Utilization				
Firm's Name	Firm's Address	Firm's Phone #	Total Dollar Amount	Type of Service to Provide
a.				
b.				
c.				
d.				
e.				

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:

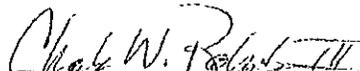
- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2) Inform employees about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

Charles W. Roberts III, President
TITLE

Bid Title: Linene Woods Infrastructure Improvements
 Bid No: BC-06-10-10-34
 Opening Date: Thursday, June 10, 2010 at 2:00 PM

CONTRACTOR'S BUSINESS INFORMATION

COMPANY INFORMATION

Name: C.W. Roberts Contracting, Inc.	
Street Address: 3372 Capital Circle NE	
City, State, Zip: Tallahassee, FL 32308	
Taxpayer ID Number: 59-1683951	
Telephone: 850-385-5060	Fax: 850-385-5605
Trade Style Name: C.W. Roberts Contracting, Inc.	

TYPE OF BUSINESS ORGANIZATION (check one)

<input type="checkbox"/>	Sole Proprietorship	<input type="checkbox"/>	Limited Liability Company
<input type="checkbox"/>	General Partnership	<input type="checkbox"/>	Joint Venture
<input type="checkbox"/>	Limited Partnership	<input type="checkbox"/>	Trust
<input checked="" type="checkbox"/>	Corporation	<input type="checkbox"/>	Other (specify)
<input type="checkbox"/>	Sub-chapter S Corporation		

State of Incorporation: Florida Date Established: 01/16/1976

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	Title	Telephone	E-Mail
Charles W. Roberts III	President	385-5060	croberts@cwrcontracting.com

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: Charles W. Roberts III	
License Type: Underground Utility & Excavation Compan	
License Number: CUCO56766	Expiration Date: August 31, 2010
Qualified Business License (certificate of authority) number:	
Alternate Licensee:	

Bid Title: Linene Woods Infrastructure Improvements
 Bid No: BC-06-10-10-34
 Opening Date: Thursday, June 10, 2010 at 2:00 PM

License Type:	
License Number:	Expiration Date:

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

LIST COMPANIES FROM WHOM YOU OBTAIN SURETY BONDS

Surety Company 1

Company Name	Western Surety Company
Contact's Name	Billy Stoutamire
Telephone	850-674-5974
Fax	850-674-8307
Address	P.O. Box 360 Blountstown, FL 32424

Surety Company 2

Company Name	Safeco Insurance Company
Contact's Name	Billy Stoutamire
Telephone	850-674-5974
Fax	850-674-8307
Address	P.O. Box 360 Blountstown, FL 32424

Present Amount of Bonding Coverage (\$):	Has your application for surety bond ever been declined? (If yes, please provided detailed information on reverse) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	During the past 2 years, have you been charged with a failure to meet the claims of your subcontractors or suppliers? (If yes, please provided detailed information on reverse) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
--	---	--

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 10th DAY OF June, 2010.

By: Charles W. Roberts III Title: President

Printed Name and Title: Charles W. Roberts III, President

Bid Title: Linene Woods Infrastructure Improvements
Bid No: BC-06-10-10-34
Opening Date: Thursday, June 10, 2010 at 2:00 PM

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,

C.W. Roberts Contracting, Inc.

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

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

of which he is President
(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.

Charles W. Roberts III
Charles W. Roberts III
AFFIANT'S NAME

President
AFFIANT'S TITLE

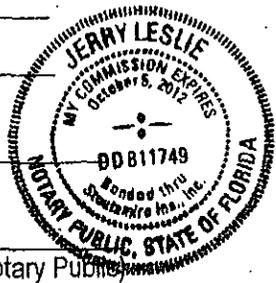
TAKEN, SWORN AND SUBSCRIBED TO BEFORE ME this 10th Day of June, 2010.

Personally Known XX Or Produced Identification _____

Type of Identification N/A

Jerry Leslie
Notary Public

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



LOCAL VENDOR CERTIFICATION

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

- a) Has had a fixed office or distribution point located in and having a street address within Leon, Gadsden, Wakulla, or Jefferson County for at least six (6) months immediately prior to the issuance of the request for competitive bids or request for proposals by the County; and
- b) Holds any business license required by Leon County (or one of the other local counties), and, if applicable, the City of Tallahassee; and
- c) Is the principal offeror who is a single offeror; a business which is the prime contractor and not a subcontractor; or a partner or joint venturer submitting an offer in conjunction with other businesses.

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

Business Name: C.W. Roberts Contracting, Inc.	
Current Local Address: 3372 Capital Circle NE Tallahassee, FL 32308	Phone: 850-385-5060 Fax: 850-385-5605
If the above address has been for less than six months, please provide the prior address.	
Length of time at this address:	
Home Office Address: Same as above	Phone: Fax:

Charles W. Roberts III _____ Date 6/10/10
 Signature of Authorized Representative
 Charles W. Roberts III, President
 STATE OF Florida
 COUNTY OF Leon

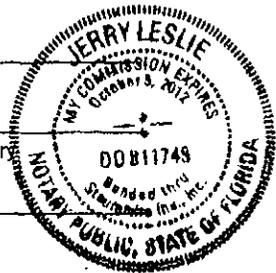
The foregoing instrument was acknowledged before me this 10th day of June, 20 10.
 By Charles W. Roberts III, President, of C.W. Roberts Contracting, Inc.
(Name of officer or agent, title of officer or agent) (Name of corporation acknowledging)
 a Florida corporation, on behalf of the corporation. He/she is personally known to me
(State or place of Incorporation)
 or has produced N/A as identification.
(type of identification)

Jerry Leslie
 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

Bid Title: Linene Woods Infrastructure Improvements
Bid No: BC-06-10-10-34
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ATTACHMENT # 11
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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 statutes 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

Charles W. Roberts III, President
Title

C.W. Roberts Contracting, Inc.
Contractor/Firm

3372 Capital Circle NE, Tallahassee, FL 32308
Address

CERTIFICATION OF TRADES WORK

This bid has an aspirational trade contractor work target of 85 percent of the dollar value of trade contractor work with local businesses unless the bidder provides proof to the County's satisfaction, that the trade contractor work is not available locally with the Leon, Gadsden, Wakulla or Jefferson County area.

The following definitions shall apply for purposes of this section:

- a. "Local business" shall mean a business which 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.
- b. The term "trade contractor" shall mean a subcontractor who contracts with the prime contractor and whose primary activity is performing specific activities (e.g., pouring concrete, masonry, site preparation, framing, carpentry, dry wall installation, electrical, plumbing, painting) in a construction project but is not responsible for the entire project.

The successful contractor, at the time of development of the project schedule of values, shall provide a listing of the trade contractor work to be performed. As the project progresses, the names of the trade contractors performing the work and the dollar value and percentage participation of each shall be provided in a manner to be prescribed by the County.

The Bidder shall complete the following section designating the commitment to trade contractor participation for this project. If the aspirational target of 85 percent of the dollar value of trade contractor work cannot be met, the Bidder shall provide such information necessary to establish that the work is not available from local trade contractors.

- Bidder agrees to engage not less than 85 percent of the dollar value of trade contractor work with local businesses.
- Bidder agrees to engage not less than _____ percent of the dollar value of trade contractor work with local businesses and has explained why the aspirational target cannot be met.

The undersigned is an authorized signatory for the bidder and understands that the commitment made herein shall be a contractual provision of the project for the successful contractor and, further, that if bidder is the successful contractor all prescribed reporting will be done in an accurate and timely manner.

BY C.W. Roberts Contracting, Inc.
(Firm Name)
Charles W. Roberts III
(Authorized Representative)
Charles W. Roberts III, President
(Printed or Typed Name)
DATE June 10, 2010

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we **C.W. Roberts Contracting, Inc.**
(Here insert full name and address or legal title of Contractor)
3372 Capital Circle NE, Tallahassee, FL 32308
as Principal, hereinafter called the Principal, and **Western Surety Company**
(Here insert full name and address or legal title of Surety)

P.O. Box 5077, Sioux Falls, SD
a corporation duly organized under the laws of the State of Florida
as Surety, hereinafter called the Surety, are held and firmly bound unto
Leon County Board of County Commissioners
(Here insert full name and address or legal title of Owner)
2284 Miccosukee Road, Tallahassee, FL 32308

as Obligee, hereinafter called the Obligee, in the sum of
5% of Bid Dollars (\$5% of Bid),
for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind
ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by
these presents.

WHEREAS, the Principal has submitted a bid for
(Here insert full name, address and description of project)
Linene Woods Infrastructure Improvements
Bid No. BC-06-10-10-34

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract
with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding
or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt
payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter
such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty
hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract
with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain
in full force and effect.

Signed and sealed this 10th day of June 2010

Jenny Leslie
(Witness)

C.W. Roberts Contracting, Inc.
Charles W. Roberts III
(Principal) (Seal)
(Title)

Alice S. Daniels
(Witness)
Alice S. Daniels

William F. Stoutamire
(Surety) (Seal)
(Title)
William F. Stoutamire / ATTORNEY-IN-FACT

FLORIDA RESIDENT AGENT - LIC.#: A255913

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

William F Stoutamire, Individually

of Blountstown, FL, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Senior Vice President and its corporate seal to be hereto affixed on this 21st day of November, 2006.



WESTERN SURETY COMPANY

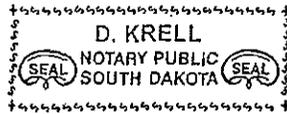
Paul T. Bruflat, Senior Vice President

State of South Dakota }
County of Minnehaha } ss

On this 21st day of November, 2006, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Senior Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

November 30, 2012



D. Krell, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 10th day of JUNE, 2010.



WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary



Florida Department of Transportation

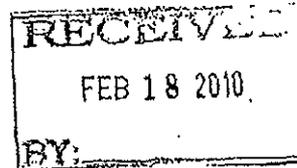
CHARLIE CRIST
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

STEPHANIE C. KOPELOUSOS
SECRETARY

February 16, 2010

ROBERTS, C.W., CONTRACTING, INC.
3372 CAPITAL CIRCLE NE
TALLAHASSEE FL 32308



RE: CERTIFICATE OF QUALIFICATION

Dear Sir/Madam:

The Department of Transportation has qualified your company for the amount and the type of work indicated below. Unless your company is notified otherwise, this rating will expire 3/30/2011. However, the new application is due 1/31/2011.

In accordance with S.337.14 (1) F.S. your next application must be filed within (4) months of the ending date of the applicant's audited annual financial statements and, if applicable, the audited interim financial statements. Section 337.14 (4) F.S. provides that your certificate will be valid for 18 months after your financial statement date. This gives a two month period to allow you to bid on jobs as we process your new application for qualification. To remain qualified with the Department, a new application must be submitted subsequent to any significant change in the financial position or the structure of your firm as described in Section 14-22.005(3), Florida Administrative Code.

MAXIMUM CAPACITY RATING:

FDOT APPROVED WORK CLASSES:

DEBRIS REMOVAL (EMERGENCY), DRAINAGE, FENCING, FLEXIBLE PAVING, GRADING, GRASSING, SEEDING AND SODDING, GUARDRAIL, HOT PLANT-MIXED BITUM. COURSES, INTERMEDIATE BRIDGES, LANDSCAPING, MINOR BRIDGES, PORTLAND CEMENT CONCRETE

FDOT APPROVED SPECIALITY CLASSES OF WORK:

NONE

You may apply, in writing, for a Revised Certificate of Qualification at any time prior to the expiration date of this certificate according to Section 14-22.0041(3), Florida Administrative Code. Please be advised if certification in additional classes of work is desired, documentation is needed to show that your company has done such work with your own forces and equipment or that experience was gained with another contractor and that you have the necessary equipment for each additional class of work requested.

Sincerely,

Juanita Moore, Manager
Contracts Administration Office

JM:cj

AC# 3951313

STATE OF FLORIDA

ATTACHMENT # 1
PAGE 76 OF 85

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

SEQ# L0808270282

DATE	BATCH NUMBER	LICENSE NBR
08/27/2008	0880460770	CUC056766

The UNDERGROUND UTILITY & EXCAVATION CO
Named below IS CERTIFIED
Under the provisions of Chapter 489 FS.
Expiration date: AUG 31, 2010

ROBERTS, CHARLES W III
C W ROBERTS CONTRACTING INC
3372 CAPITAL CIRCLE NE
TALLAHASSEE FL 32308

CHARLIE CRIST
GOVERNOR



DISPLAY AS REQUIRED BY LAW

CHARLES W. DRAGO
SECRETARY



July 31, 2009

Suzanne Diambra Landscaping, Incorporated
Ms. Suzanne Diambra Smith
1614 S. Monroe Street
Tallahassee, FL 32301

CERTIFICATION NUMBER: 0613W-COT-05

Dear Ms. Smith:

CONGRATULATIONS!

The City of Tallahassee Minority Business Enterprise (MBE) Office has reviewed your application and supporting documentation for re-certification as a minority business. Accordingly, we are pleased to announce that your company has been re-certified for a period of one (1) year. The re-certification scope of work is applicable for your company's utilization on city projects:

Landscaping, Lawn Service, Concrete, Masonry, Erosion Control and Excavation

Your submittal of bids to supply other products or services outside of this scope of work may result in the contracting entity not receiving credit for MBE participation on that project.

Please be advised that as of March 2003, the State of Florida terminated its participation in the Florida Statewide and Inter-Local Reciprocal Certification Program. As a result, this certification is for the City of Tallahassee and Leon County Board of County Commissioners projects only. We encourage you to become an active bidder in contracting and subcontracting opportunities. For bidding information, please visit the City of Tallahassee's webpage at <http://www.talgov.com/dma/procurement/bidinfo.cfm>.

This re-certification must be renewed annually. The MBE Office will send a re-certification application at least thirty (30) days prior to the certification expiration date. If there is a change in ownership or control of the business, or if you propose to provide additional services not listed previously, the MBE Office must be contacted and a new Certification Application completed. Furthermore, please contact the MBE office if your business name, address or phone number changes so that we have the most current information available concerning your business. Failure to report such changes may constitute grounds for cancellation of this certification.

The City of Tallahassee reserves the right to cancel this certification at any time, subject to your right to appeal. If such action is deemed necessary, you will be notified of the action, the appeal process and of your appeal rights.

Thank you for applying to the City of Tallahassee MBE Program. Should you have any questions or need to contact the MBE Office, please call us at (850) 891-6500.

Sincerely,

Ben Harris, MBE Administrator
Minority Business Enterprise Office

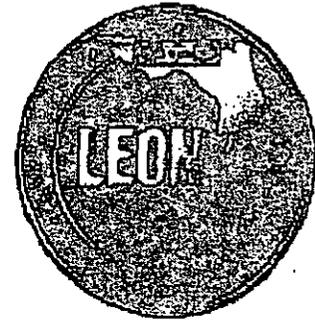
BH/bdp
Attachment

Re-certification Effective Date: July 31, 2009
Re-certification Expiration Date: July 31, 2010

cc: Leon County Board of County Commissioners -
Minority/Women/Small Business Enterprise Division

- | | | | | | |
|--|---------------------------------|-----------------------------------|-------------------------------------|---------------------------------|------------------------------|
| CITY HALL
300 South Adams Street
Tallahassee, FL 32301-4731
850-891-0000
DDD: 711 • Talgov.com | JOHN R. MARKS, III
Mayor | ANDREW GILLUM
Commissioner | ALLAN J. KATZ
Commissioner | DEBBIE LIGHTSEY
Commissioner | MARK MUSTIAN
Commissioner |
| | ASHA E THOMPSON
City Manager | JAMES R. ENGLISH
City Attorney | GARY HERNON
City Treasurer-Clerk | SAM M. McCALL
City Auditor | |

ATTACHMENT # 1
PAGE 78 OF 85



This certifies that

SUZANNE DIAMBRA LANDSCAPING, INC.

is recognized as a

Minority/Women-Owned Business Enterprise

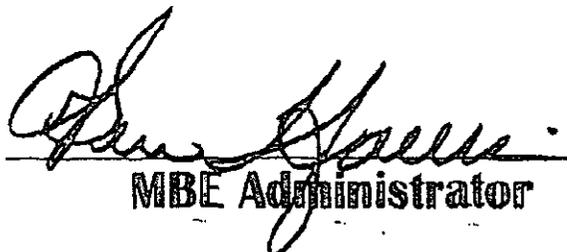
under the

City of Tallahassee and Leon County

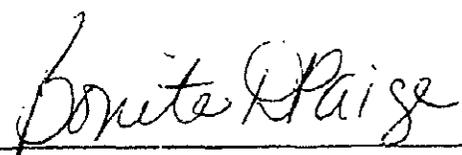
Consortium Interlocal Agreement

For a period of one (1) year beginning:

July 31, 2009 to July 31, 2010



MBE Administrator



Certification Specialist



ATTACHMENT # 1
PAGE 79 OF 85

Florida Department of Transportation

CHARLIE CRIST
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

STEPHANIE C. KOPELOUSOS
SECRETARY

January 8, 2008

Certified Mail - Return Receipt Requested

Suzanne Diambra Landscaping, Inc.
Ms. Suzanne Smith
1614 South Monroe Street
Tallahassee FL 32301

NOTE: RENEWS OCT 09
" " OCT-10
NOTE:

ANIVERSARY DATE- Annually on October 25

Dear Ms. Smith:

The Florida Department of Transportation [FDOT] is pleased to announce that your firm is certified under the **Florida Unified Certification Program [UCP]** as a **Disadvantaged Business Enterprise [DBE]** in accordance with Part 49 Section 26, Code of Federal Regulations.

DBE certification is continuing, but is contingent upon the firm maintaining its eligibility annually through this office. You will be notified of your annual responsibilities in advance of the **Anniversary Date**. You must submit the annual **AFFIDAVIT FOR CONTINUING ELIGIBILITY** no later than the **Anniversary Date**. Failure to do so will result in immediate action to decertify the firm.

Only those firms listed in the UCP DBE Directory, are certified by Florida UCP Members. **Prime contractors and consultants should verify your firms DBE certification status, and identify the only work area(s) for which the firm is DBE eligible, through this Directory.**

Your firm will be listed in Florida's UCP DBE Directory which can be accessed via the internet, at <http://www.bipincwebapps.com/biznetflorida/> or through The Department website at www.dot.state.fl.us/equalopportunityoffice, then select "DBE Directory."

DBE certification is **NOT** a guarantee of work, but enables the firm to compete for, and perform, contract work on all USDOT Federal Aid (FAA, FTA and FHWA) projects in Florida as a DBE contractor, sub-contractor, consultant, sub-consultant or material supplier.

If, at any time, there is a material change in the firm, including, but not limited to, ownership, officers, Directors, scope of work being performed, daily operations, affiliations with other businesses or individuals or physical location of the firm, you must notify this office, in writing, within (30) days. Notification should include supporting documentation. You will receive timely instruction from this office as to how you should proceed, if necessary.

Your firm is eligible to compete for, and perform, work on all USDOT Federal Aid projects throughout Florida, and may earn DBE credit for work performed in the following areas:

<u>NAICS:</u>	<u>FDOT Specialty Code & Description</u>
238910	12X-Excavation & Grading
561730	162-Muck Blanket & Topsoil
237310	520-Concrete Gutter, Curb Elements, & Traffic Separators
238990	522-Concrete Sidewalk
237310	524-Concrete Ditch & Slope Pavement
562730	570-Grassing
561730	575-Sodding
561730	580-Landscaping
561730	590-Irrigation Systems

All questions or concerns should be directed to this office by mail or telephone. Our telephone number is (850) 414-4747. Our Fax number is (850) 414-4879.

Sincerely,



John Goodeman
DBE Certification Manager

BizNet Profile: SUZANNE DIAMBRA LANDSCAPING INC

Name: SUZANNE DIAMBRA LANDSCAPING INC
Business Description: LANDSCAPING SERVICES
Street: 1614 SOUTH MONROE STREET
City: TALLAHASSEE State: FL Zip: 32301
County: LEON District: DISTRICT THREE
Phone: (850) 222-8866 Fax: (850) 222-9575
E-mail: SDLandscaping@juno.com
Work Location:
County: WASHINGTON BAY CALHOUN ESCAMBIA FRANKLIN GADSDEN GULF HOLMES JACKSON JEFFERSON LEON LIBERTY OKALOOSA SANTA ROSA WAKULLA WALTON
District: DISTRICT THREE
Contact: SUZANNE DIAMBRA
UCP Cert. DBE State Cert.: MBE UCP Certifying Member: FDOT
First SC: 12X First NAICS: 23731
2nd SC: 162 3rd SC: 520 4th SC: 522 5th SC: 524 6th SC: 570 7th SC: 575 8th SC: 580 9th SC: 590 10th SC:
2nd NAICS: 3rd NAICS: 4th NAICS: 5th NAICS: 6th NAICS: 7th NAICS: 8th NAICS: 9th NAICS: 10th NAICS:

NOTE:

OBE stands for Other Business Enterprise indicating that the firm is not certified.

Florida Department of Transportation 2008.



This certifies that
Suzanne Diambra Landscaping, Inc
 is recognized as a
Small Business Enterprise
 under the
Leon County Schools Agreement

For a period of one (2) year beginning:

January 15, 2009 to January 14, 2011

Dexter J. Martin

 SBE Administrator

EXHIBIT C

MINORITY and WOMEN BUSINESS ENTERPRISE PARTICIPATION PLAN

Respondent: C.W. Roberts Contracting, Inc.

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

For the purposes of MWBE participation on Leon County projects, the following definition applies:
 "Certified Minority Business Enterprise (MBE) and Women Business Enterprise (WBE)" are firms certified by Leon County or the City of Tallahassee. Some firms with MBE or WBE certification by the State of Florida may be accepted under a reciprocal agreement but those from other governmental organizations are not accepted by Leon County.

DIRECTIONS: Each respondent must designate in Section 1 its level of MWBE participation. If the aspirational targets are not met or exceeded, Section 2 must be completed. All Respondents are to list subcontractor as appropriate in Sections 3 and 4.

Section 1 - Aspirational Target for M/WBE Participation The aspirational target for this project is:

Aspirational Target for Construction	
M/WBE Classification	Aspirational Target(s)
Certified Minority Business Enterprises (MBE)	17% of the total anticipated contract value
Certified Women Business Enterprises (WBE)	9% of the total anticipated contract value

Women Business Utilization 5.7%

Section 2 - Good Faith Effort

The following list of the good faith efforts criteria complies with Leon County's Purchasing and Minority, Women, and Small Business Enterprise Policy 06-1 which is used in the determination of whether a contractor has performed and documented good faith efforts.

Please check the appropriate box to designate those actions you have done as "Good Faith" in order to secure MWBE participation for this solicitation "Good Faith Effort" statement that applies to your firm and attach documentation of such:

- Advertised for participation by M/WBEs in non-minority and minority publications within the Market area, including a copy of the advertisement and proof of the date(s) it appeared – or by sending correspondence, no less than ten (10) days prior to the submission deadline, to all M/WBEs referred to the respondent by the MWSBE Division for the goods and services to be Subcontracted and/or Supplied
- Documented that the bidding Prime Contractor provided ample time for potential MBE and/or WBE subcontractors to respond to bid opportunities, including a chart outlining the schedule/time frame used to obtain bids from MBE and WBE Vendors as applicable to the aspirational Target.
- Contacted the MWSBE Division for a listing of available M/WBEs who provide the services needed for the bid or proposal.
- Contacted MBEs and/or WBEs who provide the services needed for the bid or proposal.
- Documented follow-up telephone calls with potential M/WBE subcontractors seeking participation.

Bid Title: Linene Woods Infrastructure Improvements
 Bid No: BC-08-10-10-34
 Opening Date: Thursday, June 10, 2010 at 2:00 PM

- Allowed potential M/WBE Subcontractors to review bid specifications, blueprints and all other Bid/RFP related items at no charge to the M/WBEs.
- Contacted the MWSBE Division, no less than five (5) business days prior to the Bid/RFP deadline, regarding problems the with respondent is having in achieving and/or reaching the aspirational targets. Contacted Leon County on several occasion on this issue - see below
- Other documentation indicating their Good Faith Efforts to meet the aspirational targets. Please provide details below.

61% of this project is asphalt paving (specialty work) with no minority subs available for such. On this project CWR has determined that there is less than \$100,000 of work that we could subcontract out to subcontractors. It is our intent to subcontract out approximately 30% of the deemed subcontractable amount to minority subs

- Respondent is unable to provide a Good Faith Effort due to the structure of the firm. Please identify the reason below. (For Example: A Non-For- Profit Organization)

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

Section 3 - Respondent's Proposed MBE Participation. Respondent shall complete the following Table identifying each certified MBE firm they intend to use on this project. Attach additional sheets as necessary.

MBE and WBE Intended Utilization

Firm's Name (Requires Leon County or City of Tallahassee MWBE certification) ¹	Firm's Location Address (Must be in Leon, Gadsden, Jefferson or Wakulla Counties, FL to be certified)	Firm's Telephone Number	Ethnic Group ² (B, A, H, N, F)	Total Dollar Amount of MBE Participation	Type of Service to Provide
Minority and Women Business Enterprise(s)					
a. Suzanne Diambra Landscaping, Inc.	1614 S. Monroe St. Tallahassee, FL	222-8866	F	33,000.00	Concrete Landscaping
b.					
c.					
d.					
e.					
f.					

Bid Title: Linene Woods Infrastructure Improvements
Bid No: BC-06-10-10-34
Opening Date: Thursday, June 10, 2010 at 2:00 PM

ATTACHMENT # 11
PAGE 85 OF 85

¹ **Certification** – Attach and submit a copy of each MBE and WBE certification with the proposal.
² **Ethnic Group** – Use of the following abbreviations: (a) MBE's include: African American (B), Asian American (A), Hispanic American (H) and Native American (N) owned firms; (b) WBEs include Non-Minority Female (F) owned firms.

Section 4 - Non-MWBE Subcontractors. Respondent shall complete the following Table identifying non-MBE's or WBE's subcontractors it anticipates utilizing on the project.

Non-MBE and WBE Intended Utilization				
Firm's Name	Firm's Address	Firm's Phone #	Total Dollar Amount	Type of Service to Provide
a.				
b.				
c.				
d.				
e.				