

AGREEMENT

THIS AGREEMENT, by and between LEON COUNTY, a charter county and a political subdivision of the State of Florida, hereinafter referred to as the "County" and NORTH FLORIDA ASPHALT, 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 to the County drainage improvements in accordance with: 1) Autumn Woods Way Drainage Improvements, Bid# BC-12-18-14-04 which is attached hereto and incorporated herein as Exhibit A, to the extent that it is not inconsistent with this Agreement; and 2) the Contractor's bid submission, which is attached hereto and incorporated herein as Exhibit B, to the extent that it is not inconsistent with this Agreement or with Exhibit A.

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 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, an amount based on the bid price and according to Section 8-10 of the FDOT's Standard Specifications for Road and Bridge Construction, 2010 Edition.

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

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

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

6. PROMPT PAYMENT INFORMATION REQUIREMENTS

A. The County Project Manager is:

Name: Charles Wu
Street Address: 2280 Miccosukee Road
City, State, Zip Code: Tallahassee, FL 32308
Telephone: 850-606-1600
E-mail: wuc@leoncountyfl.gov

B. The Contractor's Project Manager is:

Name:
Street Address:
City, State, Zip Code:
Telephone:
E-mail:

C. Proper form for a payment request for this contract is:

A numbered invoice document with date of invoice; reference of the County purchase order number; itemized listing of all goods and services being billed with unit prices and extended pricing; vendor's name, address, billing contact person information, and Federal tax identification number. The invoice must be properly addressed to the Division listed on the County purchase order and delivered to that address. Delivery to another County address will void the invoice.

D. Payment Dispute Resolution: Section 14.1 of the Leon County Purchasing and Minority, Women and Small Business Enterprise Policy details the policy and procedures for payment disputes under the contract.

7. 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.

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

- and Personal Injury (deleting employee and contractual exclusions), and coverage for explosion, collapse, and underground (X,C,U).
2. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage. (Non-owned, Hired Car).
 3. Workers' Compensation and Employers Liability: 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.

9. PERMITS

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

10. 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.

11. 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.

12. 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 _____, 20__.

By: _____
(Name of Principal)

(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.

13. 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.

14. AUDITS, RECORDS, AND RECORDS RETENTION

The Contractor agrees:

- a. To establish and maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices, which sufficiently and properly reflect all revenues and expenditures of funds provided by the County under this Agreement.
- b. To retain all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this Agreement for a period of five (5) years after termination of the Agreement, or if an audit has been initiated and audit findings have not been resolved at the end of five (5) years, the records shall be retained until resolution of the audit findings or any litigation which may be based on the terms of this Agreement.
- c. Upon completion or termination of the Agreement and at the request of the County, the Contractor will cooperate with the County to facilitate the duplication and transfer of any said records or documents during the required retention period as specified in paragraph 1 above.
- d. To assure that these records shall be subject at all reasonable times to inspection, review, or audit by Federal, state, or other personnel duly authorized by the County.

- e. Persons duly authorized by the County and Federal auditors, pursuant to 45 CFR, Part 92.36(l)(10), shall have full access to and the right to examine any of provider's Agreement and related records and documents, regardless of the form in which kept, at all reasonable times for as long as records are retained.
- f. To include these aforementioned audit and record keeping requirements in all approved subcontracts and assignments.

15. MONITORING

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. 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.

17. 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.

18. 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.

19. 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.

20. 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.

21. REVISIONS

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

22. VENUE

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

23. CONSTRUCTION

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

24. CONFLICTING TERMS AND CONDITIONS

In the instance that any other agreement exists concerning the matters herein, then the terms and conditions in this Agreement shall prevail over all other terms and conditions.

ORDER OF PRECEDENCE

1. Agreement
2. Solicitation Document
3. Vendor Response

ATTACHMENTS

- Exhibit A - Solicitation Document
- Exhibit B - Vendor Response
- Exhibit C - Tabulation Sheet

The remainder of this page intentionally left blank.

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

LEON COUNTY, FLORIDA

By: _____
Vincent S. Long
County Administrator

Date: _____

ATTEST:
Bob Inzer, Clerk of the Circuit Court & Comptroller
Leon County, Florida

BY: _____

Approved as to Form:
Leon County Attorney's Office

BY: _____
Herbert W. A. Thiele, Esquire
County Attorney

NORTH FLORIDA ASPHALT

By: _____
President or designee

Printed Name

Title: _____

Date: _____

Bid Title: Autumn Woods Way Drainage Improvements
Bid No: BC-12-18-14-04
Opening Date: December 18, 2014 at 2:00 PM
Location: 1800-3 N. Blair Stone Road, Tallahassee, Florida 32308

I. 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. _____
Board of County Commissioners
Leon County Purchasing Division
1800-3 N. Blair Stone Road
Tallahassee, Florida 32308*

2. Bid must be typed or printed in ink. All corrections made by the bidder prior to the opening must be initialed and dated by the bidder. No changes or corrections will be allowed after bids are opened.
3. Bid must contain an original, manual signature of an authorized representative of the company.
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. Special Accommodation: Any person requiring a special accommodation at a Pre-Bid Conference or Bid opening because of a disability should call the Division of Purchasing at (850) 606-1600 at least five (5) workdays prior to the Pre-Bid Conference or Bid opening. If you are hearing or speech impaired, please contact the Purchasing Division by calling the 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.

PURPOSE:

Leon County is seeking the services of a qualified vendor to perform drainage improvements in the Autumn Woods Subdivision in accordance with plans and specifications prepared by Inovia Consulting Group. The scope of work to be performed under this bid includes four stormwater cross drain replacements and upgrades, ditch cleaning, embankment stabilization, one stilling pool construction, one low water crossing, and all associated improvements as shown on the construction plans. The complete construction documents include a series of attachments which are listed in the technical specifications of the contract documents.

The proposed Autumn Woods Way Drainage Improvement project is located in Section 1, Township 1 North, Range 2 West and Section 6, Township 1North, Range 1 West, in Leon County, Florida.

Bidders are to provide completed Bid Price Worksheets in written form as well as an electronic copy in CD format. The Bid Price Worksheets are available in Excel file format on the Leon County Purchasing Division web site at: <http://www.leoncountyfl.gov/Purchasing/Plan&Specs/index.asp>.

SCHEDULE OF EVENTS

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

Addenda: <http://www.leoncountyfl.gov/procurementconnect/>

Public Meetings: <http://www.leoncountyfl.gov/procurementconnect/>

Table 1 - Schedule of Events	
Date and Time (all eastern time)	Event
November 17, 2014	Release of the ITB
December 4, 2014 at 10:00AM	MANDATORY PRE-BID MEETING: Date and time a mandatory pre-bid meeting will be held at Leon County Purchasing’s offices, located at 1800-3 North Blair Stone Road, Tallahassee, FL 32308 followed by a field review on-site.
Not later than: December 8, 2014 at 5:00 p.m.	QUESTIONS/INQUIRIES DEADLINE: Date and time by which questions and inquiries regarding the ITB must be received by Leon County.
Not later than: December 18, 2014 at 2:00 p.m.	BID SUBMISSION DUE DATE/OPENING OF TECHNICAL RESPONSE: Date and time by which Bid Submissions must be received by the Leon County Purchasing Division, located at 1800-3 North Blair Stone Road, Tallahassee, FL 32308.

BID INFORMATION AND CLARIFICATION:

Questions pertaining to bid procedures or regarding the specifications should be addressed to Shelly Kelley and Don Tobin, phone(850) 606-1600; fax (850) 606-1601; E-mail kelleys@leoncountyfl.gov and tobind@leoncountyfl.gov. **Bidders are requested to send such requests to both representatives of the Purchasing Division.** Email inquiries are preferred.

Each Bidder shall examine the solicitation documents carefully; and, no later than seven days prior to the date for receipt of bids, he shall make a written request to the County for interpretations or corrections of any ambiguity, inconsistency or error which he may discover. All interpretations or corrections will be issued as addenda. The County will not be responsible for oral clarifications. No negotiations, decisions or actions shall be initiated or executed by the proposer as a result of any discussions with any County employee prior to the opening of proposals. Only those communications which are in writing from the County may be considered as a duly authorized expression on the behalf of the Board. Also, only communications from firms which are in writing and signed will be recognized by the Board as duly authorized expressions on behalf of proposers.

ADDENDA TO SPECIFICATIONS

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

PROHIBITED COMMUNICATIONS

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

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

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

The prohibited communication shall be in effect as of the release of the competitive solicitation and terminate at the time the Board, or a County department authorized to act on behalf of the Board, awards or approves a contract, rejects all bids or responses, or otherwise takes action which ends the solicitation process.

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

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

REGISTRATION:

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

CONTRACTOR'S QUALIFICATIONS

The Primary Contractor must be certified by Florida Department of transportation in Drainage work class. All Roadway Construction Contractors and Stormwater Conveyance Contractors used on the project shall possess a current and valid FDOT Certificate of Qualifications. 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 can result in the rejection of bid.

PREPARATION AND SUBMISSION OF BID:

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

REJECTION OF BIDS:

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

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 the bids 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 bids will be made public and posted on the Purchasing Division website at: <http://www.leoncountyfl.gov/procurementconnect/>. A bidder may request, in their bid submittal, a copy of the tabulation sheet to be mailed in a bidder provided, stamped self-addressed envelope for their record.

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

WITHDRAWAL OF BIDS:

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

AWARD OF BIDS/BID PROTEST:

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

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

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

PLANHOLDERS

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

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 County reserves the right to hold the Bid Guarantee 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 bidder 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 County for the full amount of the default.

OCCUPATIONAL LICENSES AND REGISTRATIONS:

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

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

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

UNAUTHORIZED ALIEN(S)

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

EQUAL OPPORTUNITY/AFFIRMATIVE ACTION REQUIRMENTAS

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 origin, 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.

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

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.

AGREEMENT:

After the bid award, the County will, at its option, prepare a purchase order or an agreement specifying the terms and conditions resulting from the award of this bid. Every procurement of contractual services shall be evidenced by a written agreement. The bidder will have five calendar days after receipt to acknowledge the purchase order or execute the agreement.

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

PUBLIC ENTITY CRIMES STATEMENT:

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

MANUFACTURERS' NAME AND APPROVED EQUIVALENTS:

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

IDENTICAL TIE BIDS:

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

ETHICAL BUSINESS PRACTICES

- A. Gratuities. It shall be unethical for any person to offer, give, or agree to give any County employee, or for any County employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any

specification or procurement standard, rendering of advice, investigation, auditing, or performing in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, subcontract, or to any solicitation or proposal 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.

II. CONTRACT PROVISIONS

PAYMENT AND PERFORMANCE BOND

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

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

PUBLIC CONSTRUCTION BOND
Bond No.(enter bond number)

BY THIS BOND, We _____, 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 _____, 2013.

(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.

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 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, an amount based on the bid price and according to Section 8-10 of the FDOT's Standard Specifications for Road and Bridge Construction, 2010 Edition.

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

EMPLOYMENT ELIGIBILITY VERIFICATION

1. Contractor agrees that it will enroll and participate in the federal E-Verify Program for Employment Verification under the terms provided in the "Memorandum of Understanding" governing the program. Contractor further agrees to provide to the County, within thirty days of the effective date of this contract/amendment/extension, documentation of such enrollment in the form of a copy of the E-Verify "Edit Company Profile" screen", which contains proof of enrollment in the E-Verify Program (this page can be accessed from the "Edit Company Profile" link on the left navigation menu of the E-Verify employer's homepage).
2. Contractor further agrees that it will require each subcontractor that performs work under this contract to enroll and participate in the E-Verify Program within sixty days of the effective date of this contract/amendment/extension or within sixty days of the effective date of the contract between the Contractor and the subcontractor, whichever is later. The Contractor shall obtain from the subcontractor(s) a copy of the "Edit Company Profile" screen indicating enrollment in the E-Verify Program and make such record(s) available to the Agency upon request.
3. Contractor will utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of: (a) all persons employed during the term of the Agreement by Contractor to perform employment duties within Florida; and (b) all persons (including subcontractors) assigned by Contractor to perform work pursuant to the Agreement.
 - a. Contractor must use E-Verify to initiate verification of employment eligibility for all persons employed during the term of the Agreement by Contractor to perform employment duties within Florida within 3 business days after the date of hire.
 - b. Contractor must initiate verification of each person (including subcontractors) assigned by Contractor to perform work pursuant to the Agreement within 60 calendar days after the date of execution of this contract or within 30 days after assignment to perform work pursuant to the

Agreement, whichever is later.

4. Contractor further agrees to maintain records of its participation and compliance with the provisions of the E-Verify program, including participation by its subcontractors as provided above, and to make such records available to the County or other authorized state entity consistent with the terms of the Memorandum of Understanding.
5. Compliance with the terms of this Employment Eligibility Verification provision is made an express condition of this contract and the County may treat a failure to comply as a material breach of the contract.

PAYMENTS TO THE GENERAL CONTRACTOR

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

STATUS

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

AUDITS, RECORDS, AND RECORDS RETENTION

The Contractor agrees:

1. To establish and maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices, which sufficiently and properly reflect all revenues and expenditures of funds provided by the County under this contract.
2. To retain all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this contract for a period of five (5) years after termination of the contract, or if an audit has been initiated and audit findings have not been resolved at the end of five (5) years, the records shall be retained until resolution of the audit findings or any litigation which may be based on the terms of this contract.
3. Upon completion or termination of the contract and at the request of the County, the Contractor will cooperate with the County to facilitate the duplication and transfer of any said records or documents during the required retention period as specified in paragraph 1 & 2 above.
4. To assure that these records shall be subject at all reasonable times to inspection, review, or audit by Federal, state, or other personnel duly authorized by the County.
5. Persons duly authorized by the County and Federal auditors, pursuant to 45 CFR, Part 92.36(l)(10), shall have full access to and the right to examine any of provider's contract and related records and documents, regardless of the form in which kept, at all reasonable times for as long as records are retained.
6. To include these aforementioned audit and record keeping requirements in all approved subcontracts and assignments.

MONITORING

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

Following such evaluation, the County will deliver to the provider a written report of its findings and will include

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

RIGHT TO INSPECT PLANT

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

TERMINATION

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

WARRANTIES:

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

WORK

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

PERMITS

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

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.

PENALTIES:

BIDS MAY BE REJECTED AND/OR Bidder(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 bidder has attempted to give a Board employee a gratuity of any kind for the purpose of influencing a recommendation or decision in connection with any part of the Board's purchasing activity.
7. Other reasons deemed appropriate by the Board of County Commissioners.

TECHNICAL SPECIFICATIONS:

1. SUMMARY OF WORK

The proposed Autumn Woods Area Drainage Improvement project is located in Section 1, Township 1 North, Range 2 West and Section 6, Township 1North, Range 1 West, in Leon County, Florida. The scope of work to be performed under this bid includes four stormwater cross drain replacements and upgrades, ditch cleaning, embankment stabilization, one stilling pool construction, one low water crossing, and all associated improvements as shown on the construction plans.

2. GENERAL REQUIREMENTS

The construction sequence and design notes are shown on the construction plans. The contract administration, construction procedure, materials, and equipments, shall be in accordance with the following specifications and contract documents:

- 2.1 Leon County Supplemental Specifications to Florida Department of Transportation Standard Specification for Road and Bridge Construction 2010. (See attachments.)
- 2.2 FDOT Roadway and Traffic Design Standards, 2010 Edition.
- 2.3 Florida Department of Transportation (FDOT) Standard Specifications for Road and Bridge Construction, 2010 Edition and all supplemental documents thereto.
- 2.4 Manual on Uniform Traffic Control Devices (MUTCD), U.S. Department of Transportation Federal Highway Administration, Latest Edition.

In the event of any conflict between the Florida Department of Transportation's standard specifications and the specifications of this contract, the specifications of this contract shall govern.

3. MANDATORY PREBID CONFERENCE

Contractors are required to attend the pre-bid conference and the subsequent onsite visit to be qualified for bidding.

4. SPECIAL PROVISIONS

- 4.1 An allowance of 180 calendar days has been set for the completion of this Contract, including utility coordination and relocation.

The construction approach is laid out in the CONSTRUCTION SEQUENCE section of the General Notes as well as the Erosion Control Notes sheet.

Contractor shall invite all utilities listed on the construction plans to attend the pre-construction conference and to confirm the work schedules.

- 4.2 Bright Drive is the only access to Cypress Circle for the residents in Shadywood subdivision. Consequently, the access on Bright Drive and Bright Court shall be maintained at all times and one lane shall be available to the vehicular traffic during the construction. The accessible lane shall be maintained in drivable conditions with proper warning devices and traffic barriers if warranted to ensure safety.

- 4.3 The Contractor shall be responsible for obtaining a Leon County Building Permit prior to construction of the access bridge on the east side of Bright Drive as called out on the plans. The building permit application fee shall be incidental to the overall construction cost and the time to acquire the building permit is included in the overall contract time. No additional time will be awarded for the building permit application and issuance.

- 4.4 A National Pollutant Discharge Elimination System (NPDES) General Permit for Storm Water Discharges from Construction Activities may apply to this Contract. It is the Contractor's responsibility to secure the NPDES permit prior to commencement of construction. A copy of the NPDES permit application form can be obtained through the Florida Department of Environmental Protection's (FDEP) web site at

http://www.dep.state.fl.us/water/stormwater/npdes/permits_forms.htm.

If a NPDES permit is obtained, a copy of the permit shall be provided to Leon County Public Works Department.

- 4.5 The liquidated damages will be set based on the bid price and according to Section 8-10 of the FDOT's Standard Specifications for Road and Bridge Construction, 2010 Edition.
- 4.6 It is the Contractor's responsibility to verify the survey control points for construction stakeouts as well as the wetland limits. The costs for construction stakeouts are considered incidental and included in the total bid price.
- 4.7 It is Contractor's responsibility to verify and locate all the utilities to avoid damages.
- 4.8 It is the Contractor's responsibility to establish a staging area with County representative's review and approval prior to commencement of construction. The Contractor is also responsible to obtain necessary permits if required by any other agencies. If the staging area is outside County's right-of-way or properties, the Contractor is required to obtain a temporary staging area permit from Leon County Development Support and Environmental Management Department. All expenses associated with the Temporary Staging Area Permit will paid by the Contractor.
- 4.9 The Clearing and Grubbing pay item includes but not limited to all works within the construction area as described in Section 110 of FDOT's Standard Specifications for Roadway and Bridge Construction, 2010 Edition. The vegetation and tree removal is also included in the clearing and grubbing cost.

-
- 4.10 The Contractor is also responsible to ensure all construction activities in compliance with the permit requirements.
- 4.11 Dewatering:
- a. The Contractor shall comply with all Dewatering requirements specified on the General Notes sheet and Erosion Control Notes sheet of the Construction Plans.
 - b. Best management practices shall be followed, and all dewatering measures shall be approved by the County Public Works representative and the County environmental inspector.
 - c. Contractor shall check with NFWWMD for potential permit requirements at (850) 539-5999.
- 4.12 Erosion controls shown on the plans are to be considered minimum and additional protection shall be accounted for in this project.
- 4.13 The Contractor shall visit the project site prior to submitting the bids so a complete understanding of the site conditions and construction details can be achieved.
- 4.14 If the construction works causes any damages to adjacent properties, Contractor will be responsible for compensation unless it is proved otherwise.
- 4.15 According to the OSHA requirements, a minimum 10-foot clearance (circumference) must be maintained from the overhead electric neutral and primary conductors for any construction work.
- 4.16 The Contractor shall provide a minimum one-year warranty on the materials and workmanship for the work performed under this contract. The warranty shall commence upon completion of construction and issuance of Final Acceptance by the County.
- 4.17 This project has been identified as habitat for the federally protected eastern indigo snake. The Contractor is required to adhere to the U.S. Fish and Wildlife Service's Eastern Indigo Snake Standard Protection Measures (EIS Protection Measures). The EIS Protection Measures can be found as attachments in this bid package.
- 4.18. This project has been identified as habitat for the State Protected Gopher Tortoise. The Contractor is directed to review his/her responsibilities as directed in Specification 7-1.4 of FDOT Standard Specifications for Road and Bridge Construction, which references the guidelines established by the Department for when interaction with certain species (including but not limited to Gopher Tortoise) occurs during construction. These guidelines (FDOT contractor requirements for unexpected interaction with certain protected species during work activities) are provided by link within Specification 7-1.4 at the following URL address:
<http://www.dot.state.fl.us/specificationsoffice/Implemented/URLinSpecs/Files/endangeredwildlifeguidelines.pdf>.
- 4.19 The construction activities for the ditch parallel to Cypress Circle between the Duke Energy Easement and the Mossy Top Way are subject to easement availability. Before all easements in this area are acquired by Leon County, the Contractor cannot work in this area. The Contractor may adjust the construction sequence and/or approach with approval by the County to ensure completion of the entire project within the contract schedule.
- 4.20 This project is supported by Florida Department of Economic Opportunity (FDEO) through a Community Development Block Grant (CDBG) agreement. It is the Contractor's responsibility to ensure compliance with all Federal and State requirements stipulated in this agreement.
- 4.21 The Contractor shall coordinate with Talquin Electric prior to construction for the power pole protection at the western stormwater cross drain on Autumn Woods Way and guy wire relocation on the east side of
-

Bright Drive.

- 4.22 A detailed Maintenance of Traffic Plan shall be submitted to Leon County Public Works Department for review and approval minimum of two weeks prior to any road closure or lane closure.

5. **ATTACHMENTS**

Attachment #1	Florida Department of Economic Opportunity – Community Development Block Grant Program Supplemental Conditions (Construction Contracts), 10/1/2011
Attachment #2	Leon County Supplemental Specifications to Florida Department of Transportation Standard Specification for Road and Bridge Construction 2010.
Attachment #3	U.S. Fish and Wildlife Service’s Instruction Sheet when encountering Threatened Eastern Indigo Snakes on site.
Attachment #4	Final Construction Plans
Attachment #5	Bid Pricing Sheet
Attachment #6	Specifications for Cellular Confinement for Soil Stabilization
Attachment #7	Specifications for Anchor Reinforced Vegetation System for Non-Structural Erosion Control in Channels
Attachment #8	Specifications for T530 Gabion Mattress and Baskets
Attachment #9	Instructions for Completing Payroll Form, WH-347
Attachment #10	Payroll Form
Attachment #11	A Contractor’s Guide for Davis-Bacon Labor Standards
Attachment #12	Employee Rights under the Davis-Bacon Act Poster
Attachment #13	Certification Regarding Debarment, Suspension, and Other Responsibility Matters – Primary Contractor
Attachment #14	Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Subcontractor
Attachment #15	Prime Contractor Efforts
Attachment #16	Documentation for Business Claiming Section 3 Status
Attachment #17	Section 3 Resident Certification for New and Current Employees
Attachment #18	Wage Decision Approval

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
- _____ Identical Tie Bid Statement
- _____ Insurance Certification Form
- _____ Contractor's Business Information Form
- _____ Non Collusion Affidavit
- _____ Certification/Debarment Form
- _____ Applicable Licenses/Registrations
- _____ Forms required by attachments

BID RESPONSE SHEET

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

Shelly W. Kelley
Purchasing Director

Kristen Dozier
Chairman

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

	(Firm Name)
BY	_____
	(Authorized Representative)

	(Printed or Typed Name)
ADDRESS	_____

EMAIL ADDRESS	_____
TELEPHONE	_____
FAX	_____

ADDENDA ACKNOWLEDGMENTS: (IF APPLICABLE)

Addendum #1 dated _____ Initials

Addendum #2 dated _____ Initials

Addendum #3 dated _____ Initials

BASE BID TOTAL FROM UNIT PRICE SHEET: _____

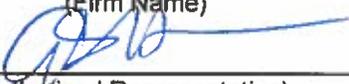
BID RESPONSE SHEET

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

Shelly W. Kelley
Purchasing Director

Kristen Dozier
Chairman

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

BY North Florida Asphalt, Inc.
(Firm Name)

(Authorized Representative)
Angela B. Harrell, Vice-President
(Printed or Typed Name)

ADDRESS 2908 Plant Street
Tallahassee, FL 32304

EMAIL ADDRESS kathy@northfloridaasphalt.com

TELEPHONE (850) 575-7228

FAX (850) 575-1835

ADDENDA ACKNOWLEDGMENTS: (IF APPLICABLE)

Addendum #1 dated 12-10-2014 Initials 

Addendum #2 dated _____ Initials

Addendum #3 dated _____ Initials

BASE BID TOTAL FROM UNIT PRICE SHEET: \$ 781,874.82

AUTUMN WOODS AREA DRAINAGE IMPROVEMENTS
NORTH FLORIDA ASPHALT, INC. - BID PRICING SHEET

Attachment #1
Page 28 of 53

ITEM NO.	DESCRIPTION	EST. QTY.	UNIT	UNIT PRICE	SUBTOTAL
101-1	MOBILIZATION	1	LS	\$50,000.00	\$50,000.00
102-1	MAINTENANCE OF TRAFFIC	1	LS	\$16,500.00	\$16,500.00
104-10-3	SEDIMENT BARRIER	75	LF	\$30.00	\$2,250.00
104-11	FLOATING TURBIDITY BARRIER	249	LF	\$15.00	\$3,735.00
104-15	SOIL TRACKING PREVENTION DEVICE	3	EA	\$2,000.00	\$6,000.00
110-1-1	CLEARING AND GRUBBING	2.33	AC	\$50,000.00	\$116,386.59
120-5	CHANNEL EXCAVATION	1,302	CY	\$25.00	\$32,557.08
125-3	SELECT BEDDING MATERIAL	11	CY	\$30.00	\$330.00
145-72	CELLULAR CONFINEMENT FOR SOIL STABILIZATION	181	SY	\$60.00	\$10,846.67
160-4	TYPE B STABILIZATION (LBR 40 - 12")	279	SY	\$2.50	\$697.50
285-706	LIMEROCK BASE, BASE GROUP 06, 8" THICK	279	SY	\$8.00	\$2,232.00
334-1-23	SUPERPAVE ASPHALTIC CONCRETE, TRAFFIC C, PG76-22, PMA	179.80	TN	\$150.00	\$26,969.25
400-0-15	CONCRETE CLASS NS, MISC (MOSSY TOP WAY & AUTUMN WOODS WAY WEST)	3.0	CY	\$720.00	\$2,160.00
400-2-1	CONC. CLASS II, CULVERTS	102.9	CY	\$900.00	\$92,574.00
400-2-2	CONC. CLASS II (ENDWALLS)	16.2	CY	\$930.00	\$15,084.60
400-2-4	CONC. CLASS II (SUPERSTRUCTURE)	13.3	CY	\$600.00	\$7,980.00
400-2-5	CONC. CLASS II (SUBSTRUCTURE)	19.8	CY	\$600.00	\$11,880.00
415-1-1	REINF STEEL -ROADWAY	14,347	LB	\$1.25	\$17,934.16
415-1-4	REINF STEEL-SUPERSTRUCTURE	525	LB	\$1.25	\$656.25
415-1-5	REINF STEEL-SUBSTRUCTURE	6,292	LB	\$1.25	\$7,865.00
430-175-142	PIPE CULV, OPT MATL, ROUND, 42"S/CD	45	LF	\$125.00	\$5,625.00
524-1-29	CONCRETE DITCH PVMT, 4' REINFORCED	28	SY	\$68.00	\$1,904.00
530-1	SAND-CEMENT BAG WALL	239	CY	\$375.00	\$89,625.00
530-3-4	RIPRAP RUBBLE, F&I	300	TN	\$120.00	\$35,966.70
530-76-3	GABION MATS, 18" THICK	8	SY	\$1,000.00	\$7,666.67
530-77-3	GABION BASKET, 30" THICK	46	SY	\$350.00	\$16,100.00
536-1-1	GUARDRAIL - ROADWAY	285	LF	\$155.00	\$44,175.00
536-1-2	GUARDRAIL - BRIDGE	21	LF	\$155.00	\$3,255.00
550-10-212	FENCING , TYPE B, 0.0-5.0', W/ VINYL COAT	228	LF	\$30.00	\$6,840.00
550-10-218	FENCING, RESET EXISTING	925	LF	\$20.00	\$18,500.00
550-60-224	FENCE GATE, TYP B, DBL, 18.1-20.0' OPENING	2	EA	\$1,500.00	\$3,000.00
570-1-2	PERFORMANCE TURF (SODDING)	9,938	SY	\$5.00	\$49,690.00
710-11-111	PAINTED PAVT MARK, STD, WHITE, SOLID, 6"	0.071	NM	\$3,500.00	\$249.24
710-11-123	PAINTED PAVT MARK, STD, WHITE, SOLID, 12"	87	LF	\$2.00	\$174.00
710-11-211	PAINTED PAVT MARK, STD, YELLOW, SOLID, 6"	0.071	NM	\$3,500.00	\$249.24

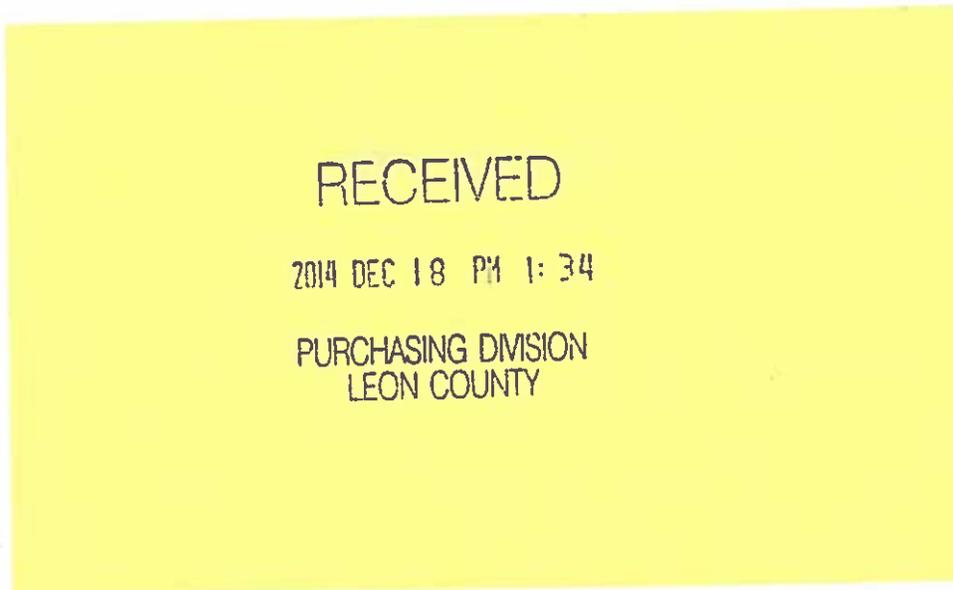
AUTUMN WOODS AREA DRAINAGE IMPROVEMENTS
NORTH FLORIDA ASPHALT, INC. - BID PRICING SHEET

711-11-111	THERMOPLASTIC PAVT MARK, STD, WHITE, SOLID, 6"	0.071	NM	\$11,345.00	\$807.90
711-11-123	THERMOPLASTIC PAVT MARK, STD, WHITE, SOLID, 12"	87	LF	\$4.50	\$391.50
711-11-211	THERMOPLASTIC PAVT MARK, STD, YELLOW, SOLID, 6"	0.071	NM	\$11,345.00	\$807.90
1050-11-424	SEWER MAIN, GRAVITY, DI (AUTUMN WOODS WAY WEST & MOSSY TOP WAY)	50	LF	\$125.00	\$6,250.00
9999-1	TREE PROTECTION BARRICADE	347	LF	\$7.00	\$2,429.00
9999-2	AS-BUILT SURVEY	1	LS	\$5,000.00	\$5,000.00
9999-3	ANCHOR REINFORCED VEGETATION SYSTEM	1,637	SY	\$35.00	\$57,310.56
9999-4	SPEED HUMP	1	EA	\$500.00	\$500.00
9999-5	REMOVAL OF UNSUITABLE SOILS	36	CY	\$20.00	\$720.00
TOTAL				\$781,874.82	

* Pay Item 110-1-1 Clearing and Grubbing includes tree removal and all site preparation work. No additional compensation for tree removal will be considered under this contract.

** Pay Item 400-0-15 Concrete Class NS is for Concrete Encasement of the new sanitary sewer Ductile Iron Pipe. This pay item will only be used when the vertical clearance between the new stormwater cross drain and the sanitary sewer pipe is less than 6 inches. When used, all work associated with the concrete encasement is incidental to this pay item.

*** Pay Item 9999-5 for Removal of Unsuitable Soils will only be used if the in-situ materials below bedding for the box culvert installation are proven not suitable and approved by the Engineer. This pay item will be authorized for use based on actual field conditions. This contingent pay item also includes backfill with select material.



	SUBCONTRACTOR	SCOPE OF WORK	DOLLAR AMOUNT	(%) PERCENTAGE
MBE (B)	GAINES & SONS STRIPING COMPANY P. O. Box 15251, Tallahassee, FL 32317 (850) 893-4084	Striping Guardrail Maintenance of Traffic	\$ 52,736.00	6.7%
MBE (B)	FLORIDA DEVELOPERS, INC. 642 Brevard Street, Tallahassee, FL 32304 (850) 224-6002	Fence	\$ 23,091.80	3.0%
MBE (W)	SUZANNE DIAMBRA LANDSCAPING, INC. 1614 South Monroe Street, Tallahassee, FL 32301 (850) 222-8866	Miscellaneous Concrete Concrete Ditch Paving Sod Tree Protection	\$ 83,229.95	10.6%
Non-MBE	SLAB CONSTRUCTION 105 Four Points Way, Tallahassee, FL 32305 (850) 656-2810	Bridge	\$ 29,900.00	3.8%



GAINES AND SONS STRIPING

*is recognized as a
Minority Owned Business Enterprise
Under the
City of Tallahassee and Leon County
Consortium Interlocal Agreement
For a period of two (2) years beginning:*

MARCH 1STH, 2014 - MARCH 31ST, 2016

MBE Administrator

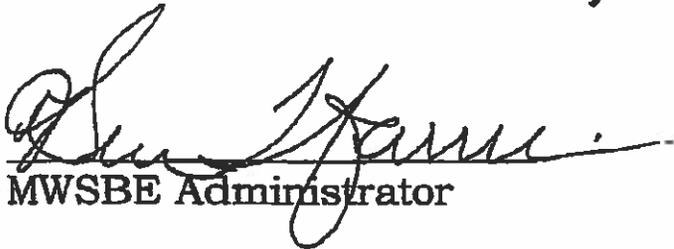
Certification Specialist



SUZANNE DIAMBRA LANDSCAPING, INC.

is recognized as a
Woman Owned Business Enterprise
Under The
City of Tallahassee and Leon County
Consortium Interlocal Agreement

For a period of two (2) years beginning:
JULY 28, 2014 – JULY 31, 2016


MWSBE Administrator


Certification Specialist

**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: North Florida Asphalt, Inc.

Signature: [Handwritten Signature] Title: Vice-President

STATE OF Florida
COUNTY OF Leon

Sworn to and subscribed before me this 18th day of December, 2014

Personally known X

[Handwritten Signature]
NOTARY PUBLIC

OR Produced identification _____

Notary Public - State of Florida

(Type of identification)

My commission expires:



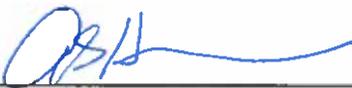
Printed, typed, or stamped commissioned name of notary

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

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

EQUAL OPPORTUNITY/AFFIRMATIVE ACTION STATEMENT

1. The contractors and all subcontractors hereby agree to a commitment to the principles and practices of equal opportunity in employment and to comply with the letter and spirit of federal, state, and local laws and regulations prohibiting discrimination based on race, color, religion, national region, sex, age, handicap, marital status, and political affiliation or belief.
2. The contractor agrees to comply with Executive Order 11246, as amended, and to comply with specific affirmative action obligations contained therein.

Signed:  _____
Title: Vice-President
Firm: North Florida Asphalt, Inc.
Address: 2908 Plant Street
Tallahassee, FL 32304

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:

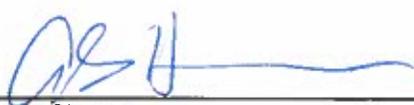
- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2) Inform employees about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

 X This firm complies fully with the above requirements.

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



Bidder's Signature

Vice-President

Title

December 18, 2014

Date

CONTRACTOR'S BUSINESS INFORMATION

COMPANY INFORMATION

Name: North Florida Asphalt, Inc.	
Street Address: 2908 Plant Street	
City, State, Zip: Tallahassee, FL 32304	
Taxpayer ID Number: 59-3327393	
Telephone: (850) 575-7228	Fax: (850) 575-1835
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 checked="" type="checkbox"/>	Corporation	<input type="checkbox"/>	Other (specify)
<input type="checkbox"/>	Sub-chapter S Corporation		

State of Incorporation: Florida Date June 12, 1995
 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
Tim Harrell	President	(850)575-7228	kathy@northflorida asphalt.com
Angela B. Harrell	Vice-President	(850)575-7228	angie@northflorida asphalt.com

Bid Title: Autumn Woods Way Drainage Improvements
 Bid No: BC-12-18-14-04
 Opening Date: December 18, 2014 at 2:00 PM

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: Angela Bates Harrell	
License Type: DPBR Certified Underground Utilities & Excavation Contractor	
License Number: CUC1224064	Expiration Date: August 31, 2016
Qualified Business License (certificate of authority) number: QB38794	
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	Merchants Bonding Company (Mutual)
Contact's Name	Paul Locascio
Telephone	(352) 374-7779
Fax	(850) 581-4930
Address	2100 Fleur Drive Des Moines, IA 50321

Surety Company 2

Company Name	
Contact's Name	
Telephone	
Fax	
Address	

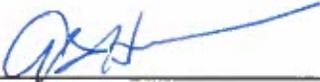
Present Amount of Bonding Coverage (\$):	Has your application for surety bond ever been declined?	During the past 2 years, have you been charged with a failure to meet the claims of
--	--	---

Bid Title: Autumn Woods Way Drainage Improvements
Bid No: BC-12-18-14-04
Opening Date: December 18, 2014 at 2:00 PM

\$ 8 Million +	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <i>(If yes, please provided detailed information on reverse)</i>	your subcontractors or suppliers? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <i>(If yes, please provided detailed information on reverse)</i>
----------------	---	--

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 18th DAY OF December, 20 14

By:  Title: Vice-President

Printed Name and Title: Angela B. Harrell, Vice-President

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,

North Florida Asphalt, Inc.
(Name of Corporation, Partnership, Individual, etc.)

a Corporation, formed under the laws of Florida

(Type of Business) (State or Province)

of which ~~he~~/she is Vice-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.

[Signature]
AFFIANT'S NAME

Vice-President
AFFIANT'S TITLE

TAKEN, SWORN AND SUBSCRIBED TO BEFORE ME this 18th Day of December 2014.

Personally Known X Or Produced Identification

Type of Identification

[Signature]
NOTARY PUBLIC

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

My Commission Expires: _____



Bid Title: Autumn Woods Way Drainage Improvements
Bid No: BC-12-18-14-04
Opening Date: December 18, 2014 at 2:00 PM

Required Policy Endorsements and Documentation

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

Deductibles and Self-Insured Retentions

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

Endorsements to insurance policies will be provided as follows:

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

Primary and not contributing coverage-
General Liability & Automobile Liability

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

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

Please mark the appropriate box:

Coverage is in place Coverage will be placed, without exception

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

Name Angela B. Harrell
Typed or Printed

Signature 

Date December 18, 2014

Title Vice-President
(Company Risk Manager or Manager with Risk

Authority)

Bid Title: Autumn Woods Way Drainage Improvements
Bid No: BC-12-18-14-04
Opening Date: December 18, 2014 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

Vice-President

Title

North Florida Asphalt, Inc.

Contractor/Firm

2908 Plant Street
Tallahassee, FL 32304

Address



Florida Department of Transportation

RICK SCOTT
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

ANANTH PRASAD, P.E.
SECRETARY

December 9, 2013

NORTH FLORIDA ASPHALT, INC.
2908 PLANT ST
TALLAHASSEE FL 32304

RE: CERTIFICATE OF QUALIFICATION

Dear Sir/Madam:

The Department of Transportation has qualified your company for the type of work indicated below. Unless your company is notified otherwise, this Certificate of Qualification will expire 1/31/2015. However, the new application is due 11/30/2014.

In accordance with 8.337.14 (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.

Your company's maximum capacity rating has been established based on X Audited Reviewed financial statements. To access it, please log into the Contractor Prequalification Application System via the following link: <https://www3.dot.state.fl.us/ContractorPreQualification/>

Once logged in, select "View" for the most recently approved application, and then click the "Manage" and "Application Summary" tabs.

FDOT APPROVED WORK CLASSES:

DRAINAGE, FLEXIBLE PAVING, GRADING, HOT PLANT-MIXED BITUM. COURSES

FDOT APPROVED SPECIALITY CLASSES OF WORK:

NONE

NORTH FLORIDA ASPHALT, INC.
December 9, 2013
Page Two

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



**STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

Attachment #1
Page 45 of 53

**CONSTRUCTION INDUSTRY LICENSING BOARD
1940 NORTH MONROE STREET
TALLAHASSEE FL 32399-0783**

(850) 487-1395

**HARRELL, ANGELA BATES
NORTH FLORIDA ASPHALT INC
4801 OLD BAINBRIDGE ROAD
TALLAHASSEE FL 32303-7209**

Congratulations! With this license you become one of the nearly one million Floridians licensed by the Department of Business and Professional Regulation. Our professionals and businesses range from architects to yacht brokers, from boxers to barbeque restaurants, and they keep Florida's economy strong.

Every day we work to improve the way we do business in order to serve you better. For information about our services, please log onto www.myfloridallicense.com. There you can find more information about our divisions and the regulations that impact you, subscribe to department newsletters and learn more about the Department's initiatives.

Our mission at the Department is: License Efficiently, Regulate Fairly. We constantly strive to serve you better so that you can serve your customers. Thank you for doing business in Florida, and congratulations on your new license!



**STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

CUC1224064 ISSUED 05/21/2014

**CERT UNDERGROUND & EXCAV CNTR
HARRELL, ANGELA BATES
NORTH FLORIDA ASPHALT INC**



**IS CERTIFIED under the provisions of Ch. 489 FS.
Expiration date : AUG 31, 2016 L1405210000940**

DETACH HERE

RICK SCOTT, GOVERNOR

KEN LAWSON, SECRETARY

**STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD**

LICENSE NUMBER	
CUC1224064	



**The UNDERGROUND UTILITY & EXCAVATION CO
Named below IS CERTIFIED
Under the provisions of Chapter 489 FS.
Expiration date: AUG 31, 2016**

**HARRELL, ANGELA BATES
NORTH FLORIDA ASPHALT INC
4801 OLD BAINBRIDGE ROAD
TALLAHASSEE FL 32303-7209**





STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD
1940 NORTH MONROE STREET
TALLAHASSEE FL 32399-0783

(850) 487-1395

NORTH FLORIDA ASPHALT INC
2908 PLANT ST
TALLAHASSEE FL 32304

Congratulations! With this license you become one of the nearly one million Floridians licensed by the Department of Business and Professional Regulation. Our professionals and businesses range from architects to yacht brokers, from boxers to barbeque restaurants, and they keep Florida's economy strong.

Every day we work to improve the way we do business in order to serve you better. For information about our services, please log onto www.myfloridalicense.com. There you can find more information about our divisions and the regulations that impact you, subscribe to department newsletters and learn more about the Department's initiatives.

Our mission at the Department is: License Efficiently, Regulate Fairly. We constantly strive to serve you better so that you can serve your customers. Thank you for doing business in Florida, and congratulations on your new license!

STATE OF FLORIDA AC# 4419010
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

QB38794 05/28/09 080493506

QUALIFIED BUSINESS ORGANIZATION
NORTH FLORIDA ASPHALT INC

(NOT A LICENSE TO PERFORM WORK.
ALLOWS COMPANY TO DO BUSINESS IF
IT HAS A LICENSED QUALIFIER.)
IS QUALIFIED under the provisions of Ch. 489 FS
Expiration date, AUG 31, 2011 L09052801898

DETACH HERE

AC# 4419010

STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

SEQ# L09052801898

DATE	BATCH NUMBER	LICENSE NBR
05/28/2009	080493506	QB38794

The BUSINESS ORGANIZATION
Named below IS QUALIFIED
Under the provisions of Chapter 489 FS.
Expiration date: AUG 31, 2011
(THIS IS NOT A LICENSE TO PERFORM WORK. THIS ALLOWS
COMPANY TO DO BUSINESS ONLY IF IT HAS A QUALIFIER.)

NORTH FLORIDA ASPHALT INC
2908 PLANT ST
TALLAHASSEE FL 32304

CHARLIE CRIST
GOVERNOR

DISPLAY AS REQUIRED BY LAW

CHARLES W. DRAGO
SECRETARY



Most Livable City in America

PUBLIC WORKS CAPITAL PROGRAMS
300 S. Adams St., Box A-18, Tallahassee, FL 32301

February 4, 2013

Angie Harrell
North Florida Asphalt, Inc.
2908 Plant Street
Tallahassee, Florida 32304

Dear Ms. Harrell:

The City of Tallahassee has completed its review of your pre-qualification application and is pleased to inform you that your application has been approved. You have been pre-qualified in the following categories, with an unlimited bid threshold:

- **Roads/Streets**
- **Underground Utilities/Excavation**

Your pre-qualification status will expire on ~~February 16, 2013~~. If you wish to remain on our list of pre-qualified bidders, you must re-apply at least ~~60~~ days prior to this expiration date. **PLEASE NOTE: You must maintain a current FDOT Certification of Qualification in order to remain qualified to bid City projects in the Roads/Streets category.**

Thank you for your interest in bidding City of Tallahassee construction projects. We look forward to working with you in the future. If you have any questions or comments regarding this matter, please feel free to call me at 891-8234.

Sincerely,

David Earle
Maintenance/ Construction Chief
City of Tallahassee / Public Works Capital Programs
Email Address: David.Earle@talgov.com

CITY HALL
300 South Adams Street
Tallahassee, FL 32301-1731
890-891-0000
TDD: 711 • Talgov.com

JOHN R. MARKS, III
Mayor

ANITA F THOMPSON
City Manager

ANDREW GILLUM
Commissioner

LEWIS E. SHELLY
City Attorney

SCOTT MADDOX
Commissioner

JAMES O. COOKE, IV
City Treasurer-Clerk

NANCY MILLER
Commissioner

SAM M. McCALL
City Auditor

GIL D. ZIFFER
Commissioner

City of Tallahassee Procurement Services



Local Business Certification

Presented to

North Florida Asphalt, Inc.

In recognition of being approved as a
Local Business Enterprise (LBE)

Presented on 5/6/2011

Cathy Davis

Cathy Davis, Procurement Services
Manager

Toni M. Clinton

Toni Clinton, Local Business
Coordinator



NORTH FLORIDA ASPHALT, INC
TIM HARRELL
2908 PLANT ST
TALLAHASSEE FL 32304

Account Number: **63520**

The Business Tax Certificate for tax year 2015 is attached below.

This certificate expires September 30th, 2015.

Please detach and display in a prominent place at the business location.

To cancel a business account with the City of Tallahassee, please return this certificate with letter identifying the final day of business.

To transfer ownership or location, please follow the instructions on the reverse side of the tax certificate.

Each April the "Declaration of Information Form" is mailed to all non-professional, commercial locations. This Declaration must be completed and returned prior to June 15th. Failure to accurately complete the Declaration of Information can result in a 25% tax increase.

For information concerning the Business Tax, please visit Talgov.com or call the Revenue Division at (850) 891-6488.

Thank you for your Payment

2014-15	CITY OF TALLAHASSEE BUSINESS TAX CERTIFICATE	2014-15
LOCAL BUSINESS TAX RECEIPT		
TAX CERTIFICATE EXPIRES SEPTEMBER 30, 2015		
DBA: NORTH FLORIDA ASPHALT, INC	Account Number:	63520
Location: 2908 PLANT ST		
Address: TALLAHASSEE FL 32304		
Type Code: 150	Sub Code: J	Type Description: Contractor - Miscellaneous Sub
NORTH FLORIDA ASPHALT, INC		
TIM HARRELL		
The firm, corporation, organization, business or individual whose name appears herein has paid a business tax for the business activities indicated above, subject to city, state and federal laws. This certificate must be conspicuously displayed at the location of the business activity. A change of location from the stated business location on this certificate as well as a change in ownership requires a transfer. (See reverse side.)		

FLORIDA DEPARTMENT OF STATE
DIVISION OF CORPORATIONS**Detail by Entity Name****Florida Profit Corporation**

NORTH FLORIDA ASPHALT, INC.

Filing Information

Document Number	P95000044911
FEI/EIN Number	593327393
Date Filed	06/12/1995
State	FL
Status	ACTIVE
Last Event	REINSTATEMENT
Event Date Filed	10/26/2010
Event Effective Date	NONE

Principal Address2908 PLANT ST
TALLAHASSEE, FL 32304

Changed: 01/09/2006

Mailing Address2908 PLANT ST
TALLAHASSEE, FL 32304

Changed: 01/09/2006

Registered Agent Name & AddressDUCHEMIN, CLAIRE A
1615 VILLAGE SQUARE BLVD #7
TALLAHASSEE, FL 32309

Name Changed: 07/24/2012

Address Changed: 07/24/2012

Officer/Director Detail**Name & Address**

Title D

HARRELL, TIMOTHY D
4801 OLD BAINBRIDGE RD
TALLAHASSEE, FL 32303

Title VST

HARRELL, ANGELA
4801 OLD BAINBRIDGE RD.
TALLAHASSEE, FL 32303

Annual Reports

Report Year	Filed Date
2012	01/26/2012
2013	01/18/2013
2014	01/06/2014

**LEON COUNTY PURCHASING DIVISION
 BID TABULATION SHEET
 BC-12-18-14-04**

Bid Title: Autumn Woods Way Drainage Improvements

Opening Date: Thursday, December 18, 2014 at 2:00 PM

Item/Vendor	<i>Talcon Group</i>	<i>Allen's Excavation</i>	<i>N.F. Asphalt</i>
Manual Signature	✓	✓	✓
Addendum #1	✓	✓	✓
Affidavit of Immigration	✓	✓	✓
EEO	✓	✓	✓
Tie Bid	✓	✓	✓
Contractor Business	✓	✓	✓
Non-Collusion	✓	✓	✓
Insurance	✓	✓	✓
Certificate Debarment	✓	✓	✓
Bond	✓	✓	✓
Bid Total	<i>828,066.88</i>	<i>1,112,811.39</i>	<i>781,874.82</i>
No Bid Document			

Tabulated By: *Jim Kirkland*



**LEON COUNTY PURCHASING DIVISION
 BID TABULATION SHEET
 BC-12-18-14-04**

Bid Title: Autumn Woods Way Drainage Improvements

Opening Date: Thursday, December 18, 2014 at 2:00 PM

Item/Vendor	<i>Dowdy Plumbing &</i>	<i>Samco</i>	
Manual Signature	✓	✓	
Addendum #1	✓	✓	
Affidavit of Immigration	✓	✓	
EEO	✓	✓	
Tie Bid	✓	✓	
Contractor Business	✓	✓	
Non-Collusion	✓	✓	
Insurance	✓	✓	
Certificate Debarment	✓	✓	
Bond	✓	✓	
Bid Total	<i>684,000.00</i>	<i>1,426,826.99</i>	
No Bid Document			

Tabulated By: *Jan K. K... [Signature]*

[Signature]