

## 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 ALLEN'S EXCAVATION, 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 services related to Magnolia Drive in accordance with: 1) Magnolia Drive Multi-Use Trail Project, Bid# BC-07-28-15-43 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 TO THE GENERAL CONTRACTOR

- A. The General Contractor shall submit to the Owner a schedule of values for the project. Pay requests shall be sworn statements based upon the progress made and submitted to the Owner on a monthly basis. Payment by the Owner to the General Contractor of the statement amount shall be made within twenty (20) days after approval of the Architect-Engineer and submitted to the Owner. Ten percent (10%) retainage shall be held at the discretion of the Owner and Architect, the 10% retainage shall be reduced to 5% at 50% completion of the work.
- B. Final Payment - Final payment constituting the unpaid balance of the cost of the Project and the General Contractor's fee, shall be due and payable within 45 days after the Project is delivered to the Owner, finished and ready for beneficial occupancy, or when the Owner occupies the Project, whichever event first occurs provided that the Project be then substantially completed and this agreement substantially performed. However, if there should remain work to be completed, the General Contractor and the Architect-Engineer shall list those items prior to receiving final payment and the Owner may retain a sum equal to 200% of the estimated cost of completing any unfinished work and the applicable portion of the General Contractor's retain age, provided that said unfinished items are listed separately and estimated cost of completing any unfinished items are likewise listed separately. Thereafter, Owner shall pay to General Contractor, monthly, the amount retained from each incomplete item after each of said items is completed.
- C. Payments to Subcontractors - The General Contractor shall promptly, but not later than 10 days after receipt of payment from the Owner, pay all the amount due subcontractors less a retain age of ten percent (10%). If there should remain items to be completed, the General Contractor and Architect-Engineer shall list those items required for completion and the General Contractor shall require the retain age of a sum equal to 200% of the estimated cost of completing any unfinished items, provided that said unfinished items are listed separately and the estimated cost of completing any unfinished items likewise listed separately. Thereafter, The General Contractor shall pay to the subcontractors, monthly, the amount retained for each incomplete item after each of said items is completed. Before issuance of final payment without any retain age, the subcontractor shall submit satisfactory evidence that all payrolls, material bills and other indebtedness connected with the Project have been paid or otherwise satisfied, warranty information is complete, as-built markups have been submitted and instruction for the Owner's operating and maintenance personnel is complete. Final payment may be made to certain select subcontractors who work is satisfactorily completed prior to the total completion of the Project but only upon approval of the Owner.
- D. Delayed Payments by Owner - If the Owner shall fail to pay the General Contractor within 20 days after the receipt of an approved payment request from the General Contractor, then the General Contractor may, upon fourteen (14) additional days advance written notice to the Owner and the Architect-Engineer stop the Project until payment of the Amount owing has been received, provided that the payment request has been submitted in sufficient detail to comply with the guidelines of the Office of the Clerk of the Circuit Court for Leon County. In the event that there is a dispute in the amount of the pay request, then only the disputed amount shall be held until resolved and the undisputed amount shall be paid within the time limits as stated within this paragraph. If undisputed amounts are timely paid, then the General Contractor shall not stop the Project in any fashion and the progress of the project shall not be interrupted. Both parties agree that best efforts be made to resolve the disputed amount.
- E. Payment for Materials and Equipment - Payments will be made for material and equipment not incorporated in the work but delivered and suitably stored at the site (or another location, subject to prior approval and acceptance by the Owner on each occasion).

6. PROMPT PAYMENT INFORMATION REQUIREMENTS

A. The County Project Manager is:

Name: George Su  
Street Address: 2280 Miccosukee Road  
City, State, Zip Code: Tallahassee, FL 32308  
Telephone: 850-606-1500  
E-mail: sushin@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:

For the purposes of this section, the term "Agent" shall refer to the Engineer when the County (Owner) has engaged their professional services an to serve as an Agent for a project. In those instances when no Agent has been retained for the project, the County shall provide services as Agent with its own staff.

When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Agent/Owner a comprehensive list of items to be completed or corrected prior to final payment. For contracts less than \$10 million in value, the list must be developed within 30 calendar days of substantial completion. For contracts more than \$10 million in value, the list must be developed within 30 calendar days of substantial completion unless the parties agree in writing to extend it up to 60 days. Failure to include an item on such list does not alter the responsibility of the contractor to complete all Work in accordance with the Contract Documents.

Upon receipt of the Contractor's list, the Agent/Owner will make an inspection to determine whether the Work or designated portion is substantially complete. If the Agent/Owner's inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, it shall be added to the list and the Contractor shall, before the issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Agent/Owner. In such case, the Contractor shall then submit a request for another inspection by the Agent/Owner to determine Substantial Completion.

Upon completion or correction of all the items on the list, the Contractor may submit a payment request for all remaining retainage. The County may withhold up to 150% of the cost of any incomplete items.

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 identified 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\_\_.

(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.

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. MINORITY BUSINESS ENTERPRISE (M/WBE) PARTICIPATION

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

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

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

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

15. 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.

16. 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.

17. 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.

18. 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.

19. 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.

20. EMPLOYMENT ELIGIBILITY VERIFICATION

- a. 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).
- b. 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.
- c. 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.

- 1) 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.
  - 2) 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.
- d. 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.
- e. 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.

21. NON-WAIVER

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

22. 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.

23. 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.

24. VENUE

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

25. CONSTRUCTION

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

26. 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 - Contractor 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

**ALLEN'S EXCAVATION, INC.**

By: \_\_\_\_\_  
President or designee  
\_\_\_\_\_  
Printed Name

Title: \_\_\_\_\_

Date: \_\_\_\_\_  
\_\_\_\_\_



# Leon County

## Board of County Commissioners

301 South Monroe Street, Tallahassee, Florida 32301  
(850) 606-5302 www.leoncountyfl.gov

### Commissioners

BILL PROCTOR

District 1

JANE G. SAULS

District 2

JOHN DAILEY

District 3

BRYAN DESLOGE

District 4

KRISTIN DOZIER

District 5

MARY ANN LINDLEY

At-Large

NICK MADDOX

At-Large

VINCENT S. LONG

County Administrator

HERBERT W.A. THIELE

County Attorney

**Bid Title: Magnolia Drive Multi-Use Trail**

**Bid No: BC-07-28-15-43**

**Opening Date: Tuesday, July 28, 2015 @ 2:00 p.m.**

**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. BC-07-28-15-43  
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.

Bid Title: Magnolia Drive Multi-Use Trail Project  
 Bid No: BC-07-28-15-43  
 Opening Date: Tuesday, July 28, 2015 @ 2:00 PM

PURPOSE:

Leon County is seeking the services of a qualified vendor to construct a Multi-Use Trail project located in Section 7, Township 1 South, Range 1 East, in Leon County, Florida. The project limits is along the south side of Magnolia Drive from Meridian Street to Pontiac Drive as indicated on the plans. The scope of work to be performed under this bid will include construction of a 10' wide, 6" thick concrete multi-use trail, a storm sewer collection system, water and wastewater replacement, roadway reconstruction, curb and gutter installation, landscape planting, and all associated improvements as shown on the construction plans. The Job will be completed in two phases.

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

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
June 17, 2015	Release of the ITB
July 8, 2015 at 10:00AM	<b>MANDATORY PRE-BID MEETING:</b> 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.
<b>Not later than:</b> July 10, 2015 at 5:00 p.m.	<b>QUESTIONS/INQUIRIES DEADLINE:</b> Date and time by which questions and inquiries regarding the ITB must be received by Leon County.
<b>Not later than:</b> July 28, 2015 2015 at 2:00 p.m.	<b>BID SUBMISSION DUE DATE/OPENING:</b> 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](mailto:kelleys@leoncountyfl.gov) and [tobind@leoncountyfl.gov](mailto:tobind@leoncountyfl.gov). **Bidders are requested to send such requests to both representatives of the Purchasing Division.** Email inquiries are preferred.

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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 Procurement Connect may cause your submittal to be rejected as non-responsive.

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#### CONTRACTOR'S QUALIFICATIONS

The Primary Contractor must be certified by Florida Department of Transportation in any work class when either the primary or subcontractor must be pre-qualified in Underground Utility work by the State (either certified by the Department of Business and Professional Regulation or pre-qualified by the Department of Transportation). 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 certifications 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. 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.

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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."

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EQUAL OPPORTUNITY/AFFIRMATIVE ACTION REQUIREMENTS

The contractors and all subcontractors shall agree to a commitment to the principles and practices of equal opportunity in employment and to comply with the letter and spirit of federal, state, and local laws and regulations prohibiting discrimination based on race, color, religion, national 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).

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1. The County, its officers, officials, employees and volunteers are to be covered as insureds as respects; liability arising out of activities performed by or on behalf of the Contractor, including the insured's general supervision of the Contractor; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protections afforded the County, its officers, officials, employees or volunteers.
2. The Contractor's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees and volunteers. Any insurance of self-insurance maintained by the County, its officers, officials, employees or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
3. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the county, its officers, officials, employees or volunteers.
4. The Contractor's insurance shall apply separately to each insured against whom claims is made or suit is brought, except with respect to the limits of the insurer's liability.

b. All Coverages

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

4. Acceptability of Insurers. Insurance is to be placed with insurers with a Best's rating of no less than A:VII.
5. Verification of Coverage. Contractor shall furnish the County with certificates of insurance and with original endorsements effecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by the County before work commences. The County reserves the right to require complete, certified copies of all required insurance policies at any time. Certificates of Insurance acceptable to the County shall be filed with the County prior to the commencement of the work. These policies described above, and any certificates shall specifically name the County as an additional Insured and shall contain a provision that coverage afforded under the policies will not be canceled until at least thirty (30) days prior to written notice has been given to the County.

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

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

**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.

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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.

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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 \_\_\_\_\_, 2015.

(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.

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### TIME AND LIQUIDATED DAMAGES

The work to be performed under this contract shall be commenced within fifteen (15) days of the Notice to Proceed. All work to be performed under this Contract shall be completed within one hundred 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 the FDOT's Standard Specifications for Road and Bridge Construction, January 2015 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.

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### 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.

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

#### 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.

Bid Title: Magnolia Drive Multi-Use Trail Project  
Bid No: BC-07-28-15-43  
Opening Date: Tuesday, July 28, 2015 @ 2:00 PM

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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.

#### ATTACHMENTS

Attachment #1	Technical Specifications
Attachment #2	City of Tallahassee Technical Specifications for Water and Sewer Construction dated 12/2014
Attachment #3	Construction Plans – Phase I dated 5/4/2015 <sup>1</sup>
Attachment #4	Local Agency Program Construction Requirements for CR 265 Magnolia Drive Multi-Use Trail
Attachment #5	FDOT District 3 LAP Specifications for Magnolia Drive Multi-Use Trail
Attachment #6	Pricing Sheet for Magnolia Drive Multi-Use Trail Project
Attachment #7	Draft Contract

Note<sup>1</sup>: This solicitation is for Phase I of the Magnolia Multi-Use Trail project. The County has provided a complete set of plans to the Office of Development and Environmental Support for the entire project. Attachment #3 contains only the pages of the plans that relate to Phase I of this project, therefore, do not be concerned if the page numbering on the plans appears to have missing pages, this is intentional.

#### 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

Mary Ann Lindley  
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

**BID TOTALS FROM UNIT PRICE SHEET:**

Base Bid:     \$ \_\_\_\_\_

Alternate 1:   \$ \_\_\_\_\_

Alternate 2:   \$ \_\_\_\_\_

**Magnolia Drive Multi-Use Trail from South Meridian Street to Pontiac Drive  
Attachment #6 - Revised Bid Pricing Sheet**

**MULTI-USE TRAIL CONSTRUCTION**

ITEM #	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	SUB TOTAL
101-1	Mobilization	1	LS		\$ -
102-1	Maintenance of Traffic	160	DAY		\$ -

**EROSION CONTROL**

104-10-3	Sediment Barrier (Staked Type IV Silt Fence)	3,153	LF		\$ -
104-18	Inlet Protection	36	EA		\$ -

**DEMOLITION**

110-3	Removal of Existing Structure (conc. & riprap walls)	1,600.00	SF		\$ -
110-4	Removal of Existing Pavement (conc. & asphalt drwnys)	1,333.33	SY		\$ -
1050-16005	Utility Pipe, Remove & Dispose, 20-49.9" (CMP & RCP)	711	LF		\$ -

**EARTHWORK**

110-1-1	Clearing and Grubbing	1.67	LS/AC		\$ -
120-72	Gravel Fill (for Exfiltration System)	545	CY		\$ -
125-1	Excavation for Structures (for Exfiltration System)	2,129	CY		\$ -

**PAVEMENT AND CONCRETE**

522-2	Concrete Sidewalk and Driveways 6"	3,356	SY		\$ -
400-0-11	Concrete Class NS, Gravity Wall & Endwall	79	CY		\$ -
520-1-10	Concrete Curb & Gutter, Type F	2,700	LF		\$ -
530-1	Sand-Cement Conc. Riprap for patching and connecting to existing wall	4	CY		\$ -
337-7-30	1" SP9.5 Asphalt Pavement Replacement for Drainage Pipes	291	SY		\$ -
285-709	6" SP12.5 Asphalt Pavement Replacement for Drainage Pipes	291	SY		\$ -

**DRAINAGE**

425-1351	P-5 and P-6 Curb Inlet Drainage Structures	13	EA		\$ -
425-2-61	P-8 Manhole Drainage Structures	20	EA		\$ -
425-1-521	Type C Inlet Drainage Structures	2	EA		\$ -
430-984-125	Mitered End Sections	1	EA		\$ -
430-174-124-1	24" Perforated HDPE Pipe	1,643	LF		\$ -
430-174-130-1	30" Perforated HDPE Pipe	273	LF		\$ -
430-174-115	15" RCP	31	LF		\$ -
430-174-118	18" RCP	198	LF		\$ -
430-174-124-2	24" RCP	46	LF		\$ -
430-174-130-2	30" RCP	67	LF		\$ -
430-174-136	36" RCP	10	LF		\$ -
430-175-204	38" x 60" ERCP	49	LF		\$ -

**INCIDENTAL CONSTRUCTION**

710-11123	Painted Pavt Mark, STD, White, Solid, 12"	360	LF		\$ -
710-11125	Painted Pavt Mark, STD, White, Solid, 24"	90	LF		\$ -
700-1-11	Single Post Sign, F&I GM ((2) Stop Sign Posts)	6	AS		\$ -
700-3201	Sign Panel, F&I OM, Up To 12 SF ((2) Stop Signs)	6	EA		\$ -
515-2211	Pedestrian/Bicycle Railing, Steel, 42" Type 1	50	LF		\$ -
LC-001	NPDES (Non-Participating by FDOT/FHW)	1	LS		\$ -
LC-002	Construction Layout / Surveying (staking limits of const., etc) (Non-Participating by FDOT/FHW)	1	LS		\$ -
LC-003	As-Built survey (Non-Participating by FDOT/FHW)	1	LS		\$ -
0110-15	Tree Mitigation (Non-Participating by FDOT/FHWA)	1	LS		\$ -
LC-007	Tree Protection Barricades	1,150	LF		\$ -

**LANDSCAPING**

570-1-2	Performance Turf (Sod)	2,200	SY		\$ -
LC-004	Conduit for future Lighting	1	LS		\$ -
LC-005	Landscaping (30 street trees)	1	LS		\$ -

**TOTAL** \$ -

**ALTERNATE #1 - IRRIGATION (NON-PARTICIPATING BY FDOT/FHWA)**

ITEM #	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	SUB TOTAL
LC-006	Irrigation for Trees	1	LS		\$ -

**TOTAL** \$ -

**ALTERNATE #2 - WATER AND SANITARY SEWER REPLACEMENT (NON-PARTICIPATING BY FDOT/FHWA)**

ITEM #	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	SUB TOTAL
<b>GENERAL SITE WORK</b>					
101-1	Mobilization	1	LS		\$ -
102-1	Maintenance of Traffic	90	DAY		\$ -
COT-025	Temporary Access to Apartment Complex	1			\$ -
	As-Built Survey / Record Drawings	1	LS		\$ -
COT-026	Tree Protection Barricades	756	LF		\$ -

**NOTE: This document may be downloaded in Excel format from**  
<http://www.leoncountyfl.gov/Purchasing/Supplemental-Solicitation-Documents>

**Magnolia Drive Multi-Use Trail from South Meridian Street to Pontiac Drive  
Attachment #6 - Revised Bid Pricing Sheet**

ITEM #	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	SUB TOTAL
104-10-3	Sediment Barrier (Staked Type IV Silt Fence)	2772	LF		\$ -
110-1-1	Clearing and Grubbing	0.88	LS/AC		\$ -
570-1-2	Performance Turf (Sod)	4239	SY		\$ -
1050-18004	UTILITY PIPE, PLUG & PLACE OUT OF SERVICE, and Fill	3940	LF		\$ -
1050-16004	UTILITY PIPE, REMOVE & DISPOSE, 8-19.9"	3582	LF		\$ -
1060-16	Removal & Disposal of Existing San. Sewer Manhole Structures	12	EA		\$ -
<b>ASPHALT PAVEMENT REPLACEMENT FOR WATER &amp; SEWER PIPES AND STRUCTURES</b>					
285-709	2" SP12.5	9136	SY		\$ -
210-1-1	12" Limerock Base	9136	SY		\$ -
160-4	12" Type B Stabilization	9136	SY		\$ -
<b>ASPHALT PAVEMENT MILLING and OVERLAY OF ENTIRE ROADWAY</b>					
327-70-6	MILLING EXIST ASPH PAVT, 1 1/2" AVG DEPTH	9538	SY		\$ -
285-709	2" SP12.5	9538	SY		\$ -
710-90	Pavement Markings	1	LS		\$ -
<b>POTABLE WATER</b>					
COT-001	6" Water Main Pipe	117	LF		\$ -
COT-002	8" Water Main Pipe	115	LF		\$ -
COT-003	12" Water Main Pipe	2029	LF		\$ -
COT-004	6" Gate Valve & Box	6	EA		\$ -
COT-005	8" Gate Valve & Box	4	EA		\$ -
COT-006	12" Gate Valve & Box	8	EA		\$ -
COT-007	Connect to Existing WM (2", 6", & 8")	9	EA		\$ -
COT-008	Connect to Existing WM (12")	4	EA		\$ -
COT-009	6" Fire Hydrant Assembly (Includes Gate Valve & Box)	5	EA		\$ -
COT-010	Water Service (Single Meter)	16	EA		\$ -
COT-011	2" Ball Valve & Box	2	EA		\$ -
COT-012	12" x 6" TS&V	1	EA		\$ -
<b>SANITARY SEWER</b>					
COT-020	8" PVC (8.1-10.0 ft. depth)	3482	LF		\$ -
COT-021	10" PVC (8.1-10.0 ft. depth)	23	LF		\$ -
COT-022	4' Dia. Manhole (8.1-10 ft. depth)	17	EA		\$ -
COT-023	8" X 4" Sewer Service w/ Two-way Cleanout PVC	15	EA		\$ -
COT-024	8" X 4" Sewer Service w/ Two-way Cleanout DIP	8	EA		\$ -
<b>TOTAL</b>					\$ -

**GRAND TOTAL**

**\$0.00**

**NOTE:** The Pay Items for NPDES, Construction Layout/Surveying (staking limits of construction, etc.), As-Built survey, Tree Mitigation, Irrigation for

**ORIGINAL**

Bid Title: Magnolia Drive Multi-Use Trail Project  
Bid No: BC-07-28-15-43  
Opening Date: Tuesday, July 28, 2015 @ 2:00 PM

**BID RESPONSE SHEET**

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

Shelly W. Kelley  
Purchasing Director

Mary Ann Lindley  
Chairman

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

Allen's Excavation Inc.

(Firm Name)

BY

Allen Weldon

(Authorized Representative)

Allen Weldon

(Printed or Typed Name)

ADDRESS

6403 Woodville Hwy  
Tallahassee FL 32305

EMAIL ADDRESS

nhall.allens.exc@hotmail.com

TELEPHONE

850-421-6872

FAX

850-421-2391

**ADDENDA ACKNOWLEDGMENTS: (IF APPLICABLE)**

Addendum #1 dated 7/8/15 Initials NH

Addendum #2 dated 7/17/15 Initials NH

Addendum #3 dated 7/21/15 Initials NH

Addendum #4 dated 7/24/15 Initials NH

**BID TOTALS FROM UNIT PRICE SHEET:**

Base Bid: \$ 684,447.62

Alternate 1: \$ 10,700.00

Alternate 2: \$ 1,296,685.35

**TOTAL \$1,991,832.97**

ONE MILLION NINE HUNDRED NINETY ONE THOUSAND EIGHT HUNDRED THIRTY TWO DOLLARS AND NINETY SEVEN CENTS



**Magnolia Drive Multi-Use Trail from South Meridian Street to Pontiac Drive  
Attachment #6 - Revised Bid Pricing Sheet**

**MULTI-USE TRAIL CONSTRUCTION**

ITEM #	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	SUB TOTAL
101-1	Mobilization	1	LS	\$ 29,713.50	\$ 29,713.50
102-1	Maintenance of Traffic	160	DAY	\$ 86.00	\$ 13,760.00

**EROSION CONTROL**

104-10-3	Sediment Barrier (Staked Type IV Silt Fence)	3,153	LF	\$ 2.50	\$ 7,882.50
104-18	Inlet Protection	36	EA	\$ 49.00	\$ 1,764.00

**DEMOLITION**

110-3	Removal of Existing Structure (conc. & riprap walls)	1,600.00	SF	\$ 7.25	\$ 11,800.00
110-4	Removal of Existing Pavement (conc. & asphalt drwys)	1,333.33	SY	\$ 8.00	\$ 10,866.67
1050-18005	Utility Pipe, Remove & Dispose, 20-49.9" (CMP & RCP)	711	LF	\$ 12.50	\$ 8,887.50

**EARTHWORK**

110-1-1	Clearing and Grubbing	1.67	LS/AC	\$ 7,885.00	\$ 13,167.95
120-72	Gravel Fill (for Exfiltration System)	545	CY	\$ 45.00	\$ 24,525.00
125-1	Excavation for Structures (for Exfiltration System)	2,129	CY	\$ 9.00	\$ 19,161.00

**PAVEMENT AND CONCRETE**

522-2	Concrete Sidewalk and Driveways 6"	3,356	SY	\$ 41.75	\$ 140,113.00
400-0-11	Concrete Class NS, Gravity Wall & Endwall	79	CY	\$ 725.00	\$ 57,275.00
520-1-10	Concrete Curb & Gutter, Type F	2,700	LF	\$ 14.25	\$ 38,475.00
530-1	Sand-Cement Conc. Riprap for patching and connecting to existing wall	4	CY	\$ 500.00	\$ 2,000.00
337-7-30	1" SP9.5 Asphalt Pavement Replacement for Drainage Pipes	291	SY	\$ 10.50	\$ 3,055.50
285-709	6" SP12.5 Asphalt Pavement Replacement for Drainage Pipes	291	SY	\$ 54.00	\$ 15,714.00

**DRAINAGE**

425-1351	P-5 and P-8 Curb Inlet Drainage Structures	13	EA	\$ 3,445.00	\$ 44,785.00
425-2-61	P-8 Manhole Drainage Structures	20	EA	\$ 2,800.00	\$ 56,000.00
425-1-521	Type C Inlet Drainage Structures	2	EA	\$ 1,850.00	\$ 3,700.00
430-984-125	Mitered End Sections	1	EA	\$ 925.00	\$ 925.00
430-174-124-1	24" Perforated HDPE Pipe	1,843	LF	\$ 53.00	\$ 87,079.00
430-174-130-1	30" Perforated HDPE Pipe	273	LF	\$ 63.00	\$ 17,199.00
430-174-115	15" RCP	31	LF	\$ 57.50	\$ 1,782.50
430-174-118	18" RCP	198	LF	\$ 60.00	\$ 11,880.00
430-174-124-2	24" RCP	46	LF	\$ 67.75	\$ 3,116.50
430-174-130-2	30" RCP	67	LF	\$ 84.00	\$ 5,628.00
430-174-136	36" RCP	10	LF	\$ 178.25	\$ 1,782.50
430-175-204	38" x 60" ERCP	49	LF	\$ 214.00	\$ 10,486.00

**INCIDENTAL CONSTRUCTION**

710-11123	Painted Pavt Mark, STD, White, Solid, 12"	360	LF	\$ 2.50	\$ 900.00
710-11125	Painted Pavt Mark, STD, White, Solid, 24"	90	LF	\$ 6.00	\$ 540.00
700-1-11	Single Post Sign, F&I GM ((2) Stop Sign Posts)	6	AS	\$ 246.00	\$ 1,476.00
700-3201	Sign Panel, F&I OM, Up To 12 SF ((2) Stop Signs)	6	EA	\$ 307.50	\$ 1,845.00
515-2211	Pedestrian/Bicycle Railing, Steel, 42" Type 1	50	LF	\$ 141.50	\$ 7,075.00
LC-001	NPDES (Non-Participating by FDOT/FHW)	1	LS	\$ 550.00	\$ 550.00
LC-002	Construction Layout / Surveying (staking limits of const., etc) (Non-Participating by FDOT/FHW)	1	LS	\$ 50.00	\$ 50.00
LC-003	As-Built survey (Non-Participating by FDOT/FHW)	1	LS	\$ 50.00	\$ 50.00
0110-15	Tree Mitigation (Non-Participating by FDOT/FHWA)	1	LS	\$ 50.00	\$ 50.00
LC-007	Tree Protection Barricades	1,150	LF	\$ 3.75	\$ 4,312.50

**LANDSCAPING**

570-1-2	Performance Turf (Sod)	2,200	SY	\$ 3.50	\$ 7,700.00
LC-004	Conduit for future Lighting	1	LS	\$ 8,000.00	\$ 8,000.00
LC-005	Landscaping (30 street trees)	1	LS	\$ 9,775.00	\$ 9,775.00

**TOTAL****\$ 684,447.62****ALTERNATE #1 - IRRIGATION (NON-PARTICIPATING BY FDOT/FHWA)**

ITEM #	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	SUB TOTAL
LC-006	Irrigation for Trees	1	LS	\$ 10,700.00	\$ 10,700.00

**Magnolia Drive Multi-Use Trail from South Meridian Street to Pontiac Drive  
Attachment #6 - Revised Bid Pricing Sheet**

**TOTAL** **\$ 10,700.00**

**ALTERNATE #2 - WATER AND SANITARY SEWER REPLACEMENT (NON-PARTICIPATING BY FDOT/FHWA)**

ITEM #	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	SUB TOTAL
<b>GENERAL SITE WORK</b>					
101-1	Mobilization	1	LS	\$ 36,080.00	\$ 36,080.00
102-1	Maintenance of Traffic	90	DAY	\$ 142.00	\$ 12,780.00
COT-025	Temporary Access to Apartment Complex	1		\$ 1,000.00	\$ 1,000.00
	As-Built Survey / Record Drawings	1	LS	\$ 50.00	\$ 50.00
COT-026	Tree Protection Barricades	756	LF	\$ 3.75	\$ 2,835.00

ITEM #	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	SUB TOTAL
104-10-3	Sediment Barrier (Staked Type IV Silt Fence)	2772	LF	\$ 2.50	\$ 6,930.00
110-1-1	Clearing and Grubbing	0.88	LS/AC	\$ 70,725.00	\$ 62,238.00
570-1-2	Performance Turf (Sod)	4239	SY	\$ 3.50	\$ 14,836.50
1050-18004	UTILITY PIPE, PLUG & PLACE OUT OF SERVICE, and Fill	3940	LF	\$ 5.25	\$ 20,685.00
1050-18004	UTILITY PIPE, REMOVE & DISPOSE, 8-19.9"	3582	LF	\$ 7.50	\$ 26,865.00
1080-16	Removal & Disposal of Existing San. Sewer Manhole Structures	12	EA	\$ 750.00	\$ 9,000.00

**ASPHALT PAVEMENT REPLACEMENT FOR WATER & SEWER PIPES AND STRUCTURES**

285-709	2" SP12.5	9136	SY	\$ 11.50	\$ 105,064.00
210-1-1	12" Limerock Base	9136	SY	\$ 14.50	\$ 132,472.00
160-4	12" Type B Stabilization	9136	SY	\$ 5.50	\$ 50,248.00

**ASPHALT PAVEMENT MILLING and OVERLAY OF ENTIRE ROADWAY**

327-70-6	MILLING EXIST ASPH PAVT, 1 1/2" AVG DEPTH	9538	SY	\$ 2.70	\$ 25,752.60
285-709	2" SP12.5	9538	SY	\$ 11.50	\$ 109,687.00
710-90	Pavement Markings	1	LS	\$ 28,500.00	\$ 28,500.00

**POTABLE WATER**

COT-001	6" Water Main Pipe	117	LF	\$ 70.75	\$ 8,277.75
COT-002	8" Water Main Pipe	115	LF	\$ 74.00	\$ 8,510.00
COT-003	12" Water Main Pipe	2029	LF	\$ 61.50	\$ 124,783.50
COT-004	6" Gate Valve & Box	6	EA	\$ 940.00	\$ 5,640.00
COT-005	8" Gate Valve & Box	4	EA	\$ 1,275.00	\$ 5,100.00
COT-006	12" Gate Valve & Box	8	EA	\$ 2,475.00	\$ 19,800.00
COT-007	Connect to Existing WM (2", 6", & 8")	9	EA	\$ 925.00	\$ 8,325.00
COT-008	Connect to Existing WM (12")	4	EA	\$ 1,230.00	\$ 4,920.00
COT-009	6" Fire Hydrant Assembly (Includes Gate Valve & Box)	5	EA	\$ 4,300.00	\$ 21,500.00
COT-010	Water Service (Single Meter)	16	EA	\$ 925.00	\$ 14,800.00
COT-011	2" Ball Valve & Box	2	EA	\$ 1,230.00	\$ 2,460.00
COT-012	12" x 8" TS&V	1	EA	\$ 2,750.00	\$ 2,750.00

**SANITARY SEWER**

COT-020	8" PVC (8.1-10.0 ft. depth)	3482	LF	\$ 75.00	\$ 261,150.00
COT-021	10" PVC (8.1-10.0 ft. depth)	23	LF	\$ 117.00	\$ 2,691.00
COT-022	4' Dia. Manhole (8.1-10 ft. depth)	17	EA	\$ 6,050.00	\$ 102,850.00
COT-023	8" X 4" Sewer Service w/ Two-way Cleanout PVC	15	EA	\$ 2,055.00	\$ 30,825.00
COT-024	8" X 4" Sewer Service w/ Two-way Cleanout DIP	8	EA	\$ 3,410.00	\$ 27,280.00

**TOTAL** **\$ 1,298,685.35**

**GRAND TOTAL**

*\$ 1,991,832.97*

**NOTE:** The Pay Items for NPDES, Construction Layout/Surveying (staking limits of construction, etc.), As-Built survey, Tree Mitigation, Irrigation for

Bid Title: Magnolia Drive Multi-Use Trail Project  
Bid No: BC-07-28-15-43  
Opening Date: Tuesday, July 28, 2015 @ 2:00 PM

**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: Allen's Excavation Inc.

Signature: Allen Weider Title: President

STATE OF FLORIDA  
COUNTY OF LEON

Sworn to and subscribed before me this 28<sup>th</sup> day of July, 2015.

Personally known ✓

NOTARY PUBLIC

OR Produced identification \_\_\_\_\_

Notary Public - State of \_\_\_\_\_

\_\_\_\_\_  
(Type of identification)

My commission expires: \_\_\_\_\_

\_\_\_\_\_  
Printed, typed, or stamped commissioned name of notary

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

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



Bid Title: Magnolia Drive Multi-Use Trail Project  
Bid No: BC-07-28-15-43  
Opening Date: Tuesday, July 28, 2015 @ 2:00 PM

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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: Allen Waldron  
Title: President  
Firm: Allen's Excavation Inc.  
Address: 6403 Woodville Hwy, TLA FL 32305

Bid Title: Magnolia Drive Multi-Use Trail Project  
Bid No: BC-07-28-15-43  
Opening Date: Tuesday, July 28, 2015 @ 2:00 PM

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IDENTICAL TIE BIDS

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

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- 3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- 4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employees will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- 5) Impose a sanction on, or require the satisfactory participation in a drug assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

(Check one and sign in the space provided.)

This firm complies fully with the above requirements.

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

Allen Welton

Bidder's Signature

President

Title

JULY 28, 2015

Date

Bid Title: Magnolia Drive Multi-Use Trail Project  
 Bid No: BC-07-28-15-43  
 Opening Date: Tuesday, July 28, 2015 @ 2:00 PM

**CONTRACTOR'S BUSINESS INFORMATION**

COMPANY INFORMATION

Name: <u>Allen's Excavation Inc.</u>	
Street Address: <u>6403 Woodville Hwy</u>	
City, State, Zip: <u>Tallahassee FL 32305</u>	
Taxpayer ID Number: <u>59-2584971</u>	
Telephone: <u>850-421-6872</u>	Fax: <u>850-421-2391</u>
Trade Style Name:	

TYPE OF BUSINESS ORGANIZATION (check one)

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

State of Incorporation: FLORIDA Date Established: MARCH 1986

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
<u>ALLEN WELDON</u>	<u>PRESIDENT</u>	<u>421-6872</u>	
<u>HEATH WELDON</u>	<u>SEC/TREASURER</u>	<u>421-6872</u>	

Bid Title: Magnolia Drive Multi-Use Trail Project  
 Bid No: BC-07-28-15-43  
 Opening Date: Tuesday, July 28, 2015 @ 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: GREGORY HEATH WELDON	
License Type: UNDERGROUND UTILITY & EXCAVATION	
License Number: CUC1224114	Expiration Date: AUGUST 31, 2016
Qualified Business License (certificate of authority) number: N/A	
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	MERCHANT'S BONDING COMPANY
Contact's Name	CHIP CAMPBELL
Telephone	850-386-2143
Fax	1-888-328-1326
Address	3375-B CAPITAL CIRCLE NE. TALLAHASSEE FL 32308

Surety Company 2

Company Name	
Contact's Name	
Telephone	
Fax	
Address	

Bid Title: Magnolia Drive Multi-Use Trail Project  
Bid No: BC-07-28-15-43  
Opening Date: Tuesday, July 28, 2015 @ 2:00 PM

Present Amount of Bonding Coverage (\$):  30M	Has your application for surety bond ever been declined?  <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No  <i>(If yes, please provided detailed information on reverse)</i>	During the past 2 years, have you been charged with a failure to meet the claims of 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 28<sup>th</sup> DAY OF July, 2015.

By: Allen Weldon Title: President

Printed Name and Title: Allen Weldon, President

Bid Title: Magnolia Drive Multi-Use Trail Project  
Bid No: BC-07-28-15-43  
Opening Date: Tuesday, July 28, 2015 @ 2:00 PM

NON-COLLUSION AFFIDAVIT

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

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

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

Allen's Excavation, 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 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.

Allen Weldon ALLEN WELDON, PRESIDENT  
AFFIANT'S NAME AFFIANT'S TITLE

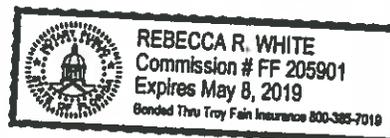
TAKEN, SWORN AND SUBSCRIBED TO BEFORE ME this 28<sup>th</sup> Day of JULY, 2015.

Personally Known  Or Produced Identification

Type of Identification

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

My Commission Expires: \_\_\_\_\_









# CERTIFICATE OF LIABILITY INSURANCE

ALLEN-3

Attachment #1

Page 40 of 59

OP ID: LT

DATE (MM/DD/YYYY)

07/13/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Brown & Brown of FL, Inc. 3520 Thomasville Rd #500 Tallahassee, FL 32309 Matt Oslecki	<b>CONTACT NAME:</b> Lynda Turner	
	<b>PHONE (A/C, No., Ext):</b> 850-656-3747	<b>FAX (A/C, No.):</b> 850-656-4065
<b>E-MAIL ADDRESS:</b> lturner@bbtally.com		
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURER A:</b> Amerisure Insurance Company		19488
<b>INSURER B:</b> Bridgefield Employers Ins Co		10701
<b>INSURER C:</b> Amerisure Mutual Insurance Co.		23396
<b>INSURER D:</b> Amerisure Partners Insurance C		11050
<b>INSURER E:</b>		
<b>INSURER F:</b>		

**INSURED**  
 Allen's Excavation, Inc.  
 6403 Woodville Hwy  
 Tallahassee, FL 32305

**COVERAGES**                      **CERTIFICATE NUMBER:**                      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X	CPP2088723	08/01/2014	08/01/2015	EACH OCCURRENCE	\$ 1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
						MED EXP (Any one person)	\$ 10,000
						PERSONAL & ADV INJURY	\$ 1,000,000
						GENERAL AGGREGATE	\$ 2,000,000
						PRODUCTS - COMP/OP AGG	\$ 2,000,000
						Empl Bene	\$ 1,000,000
D	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	X	CA2088722	08/01/2014	08/01/2015	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
						Pip	\$ 10,000
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0		CU2088724	08/01/2014	08/01/2015	EACH OCCURRENCE	\$ 3,000,000
						AGGREGATE	\$ 3,000,000
							\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	083044159	02/15/2015	02/15/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
		N/A				E.L. EACH ACCIDENT	\$ 1,000,000
						E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
						E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
A	Equipment Floater		CPP2088723	08/01/2014	08/01/2015	R/L Equip	300,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: Bid No. BC-07-28-15-43: Magnolia Drive Multi-Use Trail project.  
 Leon County, its officers, officials, employees and volunteers are included as additional insureds with regard to General Liability and Auto Liability Coverage for this project as required by written contract. General Liability coverage is primary & noncontributory.

**CERTIFICATE HOLDER****CANCELLATION**

LEONCO8

Leon County BOCC  
 301 South Monroe Street  
 Tallahassee, FL 32301

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2014 ACORD CORPORATION. All rights reserved.

Bid Title: Magnolia Drive Multi-Use Trail Project  
Bid No: BC-07-28-15-43  
Opening Date: Tuesday, July 28, 2015 @ 2:00 PM

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

- 1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
  - a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - b) Have not within a three-year period preceding this been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of these offenses enumerated in paragraph (1)(b) of this certification; and
  - d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- 2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.
- 3) No subcontract will be issued for this project to any party which is debarred or suspended from eligibility to receive federally funded contracts.

Allen Wells  
Signature

PRESIDENT  
Title

Allen's Excavation Inc.  
Contractor/Firm

6403 Woodville Highway Tallahassee FL 32305  
Address

RICK SCOTT, GOVERNOR

KEN LAWSON, SECRETARY

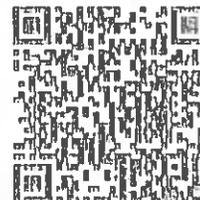
STATE OF FLORIDA  
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION  
CONSTRUCTION INDUSTRY LICENSING BOARD



<b>LICENSE NUMBER</b>	
CUC1224114	

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

WELDON, GREGORY HEATH  
ALLEN'S EXCAVATION INC  
6403 WOODVILLE HWY.  
TALLAHASSEE FL 32305



ISSUED: 08/27/2014

DISPLAY AS REQUIRED BY LAW

SEQ # L1400270004146

LEON COUNTY FLORIDA	
<i>This certifies that <u>Allen Weldon</u></i>	
<i>Address <u>Allen's Excavation Inc</u></i>	
<i>is licensed with Leon County as a</i>	
<b><u>EXCAVATION CONTRACTOR</u></b>	
<u>LCEX00040</u>	<u>09/30/2015</u>
<i>License Number</i>	<i>Expiration Date</i>
<u>09/15/2014</u>	<u>Jo Toria Snelling</u>
<i>Date of Issuance</i>	<i>Examination Board</i>
THIS IS NOT AN OCCUPATIONAL LICENSE	



# Leon County

## Board of County Commissioners

301 South Monroe Street, Tallahassee, Florida 32301  
(850) 606-5302 www.leoncountyfl.gov

Attachment #1  
Purchasing Division Page 43 of 59  
1800-3 Blair Stone Road  
(corner of Miccosukee and Blair Stone Roads)  
Tallahassee, Florida 32308  
(850) 606-1600

### Commissioners

**BILL PROCTOR**  
District 1

**JANE G. SAULS**  
District 2

**JOHN DAILEY**  
District 3

**BRYAN DESLOGE**  
District 4

**KRISTIN DOZIER**  
District 5

**MARY ANN LINDLEY**  
At-Large

**NICK MADDOX**  
At-Large

**VINCENT S. LONG**  
County Administrator

**HERBERT W.A. THIELE**  
County Attorney

July 8, 2015

**RE: Bid Title: Magnolia Drive Multi-Use Trail Project**  
**Bid No: BC-07-28-15-43**  
**Opening Date: July 28, 2015 at 2:00 PM**

### ADDENDUM #1

Dear Vendor:

This letter serves as Addendum #1 for the above referenced project.

The following clarifications from the pre-bid meeting are provided to assist you in preparation of your bid:

1. The bid will be awarded on the aggregate total of bid and alternates
2. Work hours are 7:00 AM to 7:00 PM seven days a week
3. The overall time for the project is 180 days for everything

Acknowledgment of this addendum is required as part of your bid submittal. Failure to acknowledge this addendum may result in rejection of your bid.

Should you have any questions, feel free to call me at (850) 606-1600.

Sincerely,

Don Tobin, CPPB  
Purchasing and Contract Administrator

DT



# Leon County

## Board of County Commissioners

301 South Monroe Street, Tallahassee, Florida 32301  
(850) 606-5302 [www.leoncountyfl.gov](http://www.leoncountyfl.gov)

Purchasing Division  
1800-3 Blair Stone Road  
(corner of Miccosukee & Blair Stone Roads)  
Tallahassee, Florida 32308  
(850) 606-1600

### Commissioners

**BILL PROCTOR**  
District 1

**JANE G. SAULS**  
District 2

**JOHN DAILEY**  
District 3

**BRYAN DESLOGE**  
District 4

**KRISTIN DOZIER**  
District 5

**MARY ANN LINDLEY**  
At-Large

**NICK MADDOX**  
At-Large

**VINCENT S. LONG**  
County Administrator

**HERBERT W.A. THIELE**  
County Attorney

July 17, 2015

**RE: Bid Title: Magnolia Drive Multi-Use Trail Project**  
**Bid No: BC-07-28-15-43**  
**Opening Date: July 28, 2015 at 2:00 PM Eastern Time**

### ADDENDUM #2

Dear Vendor:

This letter serves as Addendum #2 for the above referenced project.

1. Questions submitted by vendors were all related to the plans and the price sheet. Revisions to Attachments #3 and #6 address all vendor submitted questions.
2. Section II., CONTRACT PROVISIONS, Time and Liquidated Damages, is revised to extend the time to complete the project from one hundred eighty (180) consecutive calendar days from the Notice to Proceed to two hundred forty (240) consecutive calendar days from the Notice to Proceed.
3. Attachment #3, Construction Plans, Phase 1 dated 5/4/2015 is deleted in its entirety and replaced with Attachment #3, Revised Construction Plans - Phase 1 dated 7/15/2015. This document may be downloaded from the County Purchasing Website at <http://www.leoncountyfl.gov/Purchasing/Supplemental-Solicitation-Documents>.
4. Attachment #6, Pricing Sheet for Magnolia Drive Multi-Use Trail Project is deleted in its entirety and replaced with Attachment #6, Revised Pricing Sheet for Magnolia Drive Multi-Use Trail Project. This exhibit is attached to this addendum and may also be downloaded in Excel format from the County Purchasing Website at <http://www.leoncountyfl.gov/Purchasing/Supplemental-Solicitation-Documents>.

Acknowledgment of this addendum is required as part of your bid submittal. Failure to acknowledge this addendum may result in rejection of your bid.

Should you have any questions, feel free to call me at (850) 606-1600.

Sincerely,

Shelly Kelley, PMP  
Purchasing Director

SWK

Enc.



# Leon County

## Board of County Commissioners

301 South Monroe Street, Tallahassee, Florida 32301  
(850) 606-5302 www.leoncountyfl.gov

Purchasing Division  
1800-3 Blair Stone Road  
(corner of Miccosukee & Blair Stone Roads)  
Tallahassee, Florida 32308  
(850) 606-1600

### Commissioners

**BILL PROCTOR**  
District 1

**JANE G. SAULS**  
District 2

**JOHN DAILEY**  
District 3

**BRYAN DESLOGE**  
District 4

**KRISTIN DOZIER**  
District 5

**MARY ANN LINDLEY**  
At-Large

**NICK MADDOX**  
At-Large

**VINCENT S. LONG**  
County Administrator

**HERBERT W.A. THIELE**  
County Attorney

July 21, 2015

RE: Bid Title: Magnolia Drive Multi-Use Trail Project  
Bid No: BC-07-28-15-43  
Opening Date: July 28, 2015 at 2:00 PM Eastern Time

### ADDENDUM #3

Dear Vendor:

This letter serves as Addendum #3 for the above referenced project.

1. Due to additional questions submitted by vendors in relation to specific items not listed on the price sheet, the following note shall be added to the bottom of the Price Sheet:

Any item not specifically identified on the Bid Pricing Sheet shall be considered incidental. All costs associated with that item shall be included using the most appropriate bid item listed.

Acknowledgment of this addendum is required as part of your bid submittal. Failure to acknowledge this addendum may result in rejection of your bid.

Should you have any questions, feel free to call me at (850) 606-1600.

Sincerely,

Shelly Kelley, PMP  
Purchasing Director

SWK

Enc.



# Leon County

## Board of County Commissioners

301 South Monroe Street, Tallahassee, Florida 32301  
(850) 606-5302 www.leoncountyfl.gov

Purchasing Division  
1800-3 Blair Stone Road  
(corner of Miccosukee & Blair Stone Roads)  
Tallahassee, Florida 32308  
(850) 606-1600

### Commissioners

BILL PROCTOR  
District 1

JANE G. SAULS  
District 2

JOHN DAILEY  
District 3

BRYAN DESLOGE  
District 4

KRISTIN DOZIER  
District 5

MARY ANN LINDLEY  
At-Large

NICK MADDOX  
At-Large

VINCENT S. LONG  
County Administrator

HERBERT W.A. THIELE  
County Attorney

July 24, 2015

RE: Bid Title: Magnolia Drive Multi-Use Trail Project  
Bid No: BC-07-28-15-43  
Opening Date: July 28, 2015 at 2:00 PM Eastern Time

### ADDENDUM #4

Dear Vendor:

This letter serves as Addendum #4 for the above referenced project.

1. There was a calculation error identified in one of the formulas on the Excel version of Attachment #6, Revised Price Sheet. The correction has been made and the updated Excel version of Attachment #6, dated 7/24/15 may be downloaded from the County Purchasing Website at <http://www.leoncountyfl.gov/Purchasing/Supplemental-Solicitation-Documents>.
2. There was a question submitted by a vendor in relation to the size of the stone for Exfiltration System identified on Sheet 90 of the construction plans, which is FDOT #4 stone. As a clarification, while the County prefers granite, the coarse aggregate that meets the requirements in Section 901 of the FDOT Standard Specifications for Road and Bridge Construction will be acceptable. The governing standards and specifications have been called out on the cover sheet of the Construction Plans as a part of the Bid Instructions.

Acknowledgment of this addendum is required as part of your bid submittal. Failure to acknowledge this addendum may result in rejection of your bid.

Should you have any questions, feel free to call me at (850) 606-1600.

Sincerely,

*Shelly Kelley*

Shelly Kelley, PMP  
Purchasing Director

SWK

Enc.

**ORIGINAL**

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**LAP CERTIFICATION OF CURRENT CAPACITY**

525-010-48  
PRODUCTION SUPPORT  
12/09  
Page 1 of 2

CONFIDENTIAL

For bids to be received on JULY 28, 2015  
(Letting Date)

Fill in your FDOT Vendor Number  
VF F592584971002  
(Only applicable to FDOT pre-qualified contractors)

CERTIFICATE

I hereby certify that the amount of any proposal submitted by this bidder for the above letting does not exceed the amount of the Firm's CURRENT CAPACITY (maximum capacity rating less total uncompleted work).

The total uncompleted work as shown on  
the "Status of Contracts on Hand" report (page 2) \$ 5,979,379.11

I further certify that the "Status of Contracts on Hand" report (page 2) was prepared as follows:

1. If the letting is before the 25<sup>th</sup> day of the month, the certificate and report reflect the uncompleted work as of the 15<sup>th</sup> day of the month, last preceding the month of the letting.
2. If the letting is after the 25<sup>th</sup> day of the month, the certificate and report reflects the uncompleted work in progress as of the 15<sup>th</sup> day of the month of the letting.
3. All new contracts (and subcontracts) awarded earlier than five days before the letting date are included in the report and charged against our total rating.

I certify that the information above is correct.

ALLEN'S EXCAVATION INC.  
NAME OF FIRM

Sworn to and subscribed this 28<sup>th</sup> day  
of JULY, 2015

By: Allen Walker  
PRESIDENT  
Title

**STATUS OF CONTRACTS ON HAND**

(Furnish complete information about all your contracts, whether prime or subcontracts; whether in progress or awarded, but not yet begun; and regardless of whom contracted with.)

1 PROJECTS OWNER, LOCATION AND DESCRIPTION	2 CONTRACT (OR SUBCONTRACT) AMOUNT	3 AMOUNT SUBLET TO OTHERS	4 BALANCE OF CONTRACT AMOUNT	5 UNCOMPLETED AMOUNT TO BE DONE BY YOU		6
				AS PRIME CONTRACTOR	AS SUBCONTRACTOR	
	SEE	ATTACHED	SCNEDULE			
TOTALS				\$0.00	\$0.00	\$0.00
TOTAL UNCOMPLETED WORK ON HAND TO BE DONE BY YOU (TOTAL COLUMNS 5 AND 6)				\$0.00		

NOTE: Columns 2 and 3 to show total contract (or subcontract) amounts. Column 4 to be difference between columns 2 and 3. Amount in columns 5 or 6 to be uncompleted portion of amount in column 4. All amounts to be shown to nearest \$100. The Contractor may consolidate and list as a single item all contracts which, individually, do not exceed 3% of total, and which, in the aggregate, amount to less than 20% of the total.



## Listing of Prequalified Contractors

Contractor with Name ALLEN'S EXCAVATION, INC.  
1-1 of 1 contractors

<b>VENDOR NAME</b>	<b>HOME OFFICE ADDRESS</b>	<b>BIDDING OFFICE ADDRESS</b>
ALLEN'S EXCAVATION, INC. F592584971002 EXPIRES: 6/30/2016	6403 WOODVILLE HIGHWAY TALLAHASSEE, FL 32305 (850)421-6872	6403 WOODVILLE HIGHWAY TALLAHASSEE, FL 32305 (850)421-6872
<b>WORK CLASSES</b>		
DRAINAGE		FENCING
FLEXIBLE PAVING		GRADING
GRASSING, SEEDING AND SODDING		GUARDRAIL
ROADWAY SIGNING		

375-030-32  
PROCUREMENT  
10/01

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY  
AND VOLUNTARY EXCLUSION FOR FEDERAL AID CONTRACTS**  
(Compliance with 49CFR, Section 29.510)  
(Appendix B Certification)

It is certified that neither the below identified firm nor its principals are presently suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

Name of <sup>CONTRACTOR</sup> Consultant: ALLEN'S EXCAVATION INC.

By: Allen Wells Date: JULY 28, 2015  
Authorized Signature

Title: President

Instructions for Certification

1. By signing and submitting this certification with the proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted. If at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms 'covered transaction', 'debarred', 'suspended', 'ineligible', 'lower tier covered transaction', 'participant', 'person', 'primary covered transaction', 'principal', 'proposal', and 'voluntarily excluded', as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the person to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Appendix B: Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction", without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant are not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the Department may pursue available remedies, including suspension and/or debarment.

375-030-33  
PROCUREMENT  
10/01

**CERTIFICATION FOR DISCLOSURE OF LOBBYING ACTIVITIES  
ON FEDERAL-AID CONTRACTS  
(Compliance with 49CFR, Section 20.100 (b))**

The prospective participant certifies, by signing this certification, that to the best of his or her knowledge and belief:

(1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities", in accordance with its instructions. (Standard Form-LLL can be obtained from the Florida Department of Transportation's Professional Services Administrator or Procurement Office.)

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees by submitting his or her proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

Name of <sup>CONTRACTOR</sup> Consultant: ALLEN'S EXCAVATION INC.

By: ALLEN WELDON Date: Allen Weldon Authorized Signature

Title: President

JULY 28, 2015

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**DISCLOSURE OF LOBBYING ACTIVITIES**

375-030-34  
PROCUREMENT  
04/14

<b>1. Type of Federal Action:</b> a. contract b. grant c. cooperative agreement d. loan e. loan guarantee <i>N/A</i> f. loan insurance	<b>2. Status of Federal Action:</b> a. bid/offer/application b. initial award c. post-award  <i>N/A</i>	<b>3. Report Type:</b> a. initial filing b. material change <i>N/A</i> <b>For Material Change Only:</b> Year: _____ Quarter: _____ Date of last report: _____ (mm/dd/yyyy)
<b>4. Name and Address of Reporting Entity:</b> <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known:  <i>N/A</i>	<b>5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime:</b> _____  <i>N/A</i>	
<b>6. Federal Department/Agency:</b>  <i>N/A</i>	<b>7. Federal Program Name/Description:</b>  CFDA Number, if applicable: <i>N/A</i>	
<b>8. Federal Action Number, if known:</b>  <i>N/A</i>	<b>9. Award Amount, if known:</b> \$ _____ <i>N/A</i>	
<b>10. a. Name and Address of Lobbying Registrant</b> <i>(if individual, last name, first name, MI):</i>  <i>N/A</i>	<b>b. Individuals Performing Services (including address if different from No. 10a)</b> <i>(last name, first name, MI):</i> <i>N/A</i>	
<b>11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</b>	Signature: <u><i>Allen Weldon</i></u> Print Name: <u><i>ALLEN WELDON</i></u> Title: <u><i>PRESIDENT</i></u> Telephone No.: <u><i>421-6872</i></u> Date (mm/dd/yyyy): <u><i>07/28/2015</i></u>	
<b>Federal Use Only:</b>		Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**NON-COLLUSION DECLARATION AND  
COMPLIANCE WITH 49 CFR §29.**

575-060-13  
RIGHT OF WAY  
05/01  
PAGE 1 OF 3

ITEM/SEGMENT NO.: BC-07-28-15-43  
F.A.P. NO.: 409803-1-58-01  
MANAGING DISTRICT: DISTRICT 3  
PARCEL NO.: \_\_\_\_\_  
COUNTY OF: LEON  
BID LETTING OF: MAGNOLIA DRIVE MULTIUSE TRAIL

I, ALLEN WELDON (NAME), hereby  
declare that I am PRESIDENT (TITLE) of ALLEN'S EXCAVATION INC. (FIRM)  
of TALLAHASSEE FLORIDA (CITY AND STATE)

and that I am the person responsible within my firm for the final decision as to the price(s) and amount of this Bid on this State Project.

I further declare that:

1. The prices(s) and amount of this bid have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition with any other contractor, bidder or potential bidder.
2. Neither the price(s) nor the amount of this bid have been disclosed to any other firm or person who is a bidder or potential bidder on this project, and will not be so disclosed prior to the bid opening.
3. No attempt has been made or will be made to solicit, cause or induce any other firm or person to refrain from bidding on this project, or to submit a bid higher than the bid of this firm, or any intentionally high or non-competitive bid or other form of complementary bid.
4. The bid of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary bid.
5. My firm has not offered or entered into a subcontract or agreement regarding the purchase of materials or services from any firm or person, or offered, promised or paid cash or anything of value to any firm or person, whether in connection with this or any other project, in consideration for an agreement or promise by any firm or person to refrain from bidding or to submit a complementary bid on this project.
6. My firm has not accepted or been promised any subcontract or agreement regarding the sale of materials or services to any firm or person, and has not been promised or paid cash or anything of value by any firm or person, whether in connection with this or any other project, in consideration for my firm's submitting a complementary bid, or agreeing to do so, on this project.
7. I have made a diligent inquiry of all members, officers, employees, and agents of my firm with responsibilities relating to the preparation, approval or submission of my firm's bid on this project and have been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, act or other conduct inconsistent with any of the statements and representations made in this Declaration.
8. As required by Section 337.165, Florida Statutes, the firm has fully informed the Department of Transportation in writing of all convictions of the firm, its affiliates (as defined in Section 337.165(1)(a), Florida Statutes), and all directors, officers, and employees of the firm and its affiliates for violation of state or federal antitrust laws with respect to a public contract or for violation of any state or federal law involving fraud, bribery, collusion, conspiracy or material misrepresentation with respect to a public contract. This includes disclosure of the names of current employees of the firm or affiliates who were convicted of contract crimes while in the employ of another company.
9. I certify that, except as noted below, neither my firm nor any person associated therewith in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, and/or position involving the administration of Federal funds:

(a) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions, as defined in 49 CFR §29.110(a), by any Federal department or agency;

(b) has within a three-year period preceding this certification been convicted of or had a civil judgment rendered against him or her for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, State or local government transaction or public contract; 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) is presently indicted for or otherwise criminally or civilly charged by a Federal, State or local governmental entity with commission of any of the offenses enumerated in paragraph 9(b) of this certification; and

(d) has within a three-year period preceding this certification had one or more Federal, State or local government public transactions terminated for cause or default.

10. I(We), certify that I(We), shall not knowingly enter into any transaction with any subcontractor, material supplier, or vendor who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this contract by any Federal Agency unless authorized by the Department.

Where I am unable to declare or certify as to any of the statements contained in the above stated paragraphs numbered (1) through (10), I have provided an explanation in the "Exceptions" portion below or by attached separate sheet.

EXCEPTIONS:

(Any exception listed above will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted, indicate to whom it applies, initiating agency and dates of agency action. Providing false information may result in criminal prosecution and/or administrative sanctions.)

I declare under penalty of perjury that the foregoing is true and correct.

CONTRACTOR: (Seal)

ALLEN'S EXCAVATION INC

BY: ALLEN WELDON PRESIDENT  
NAME AND TITLE PRINTED

WITNESS: [Signature]

BY: Allen Weldon  
SIGNATURE

WITNESS: Nick Hall

Executed on this 28<sup>th</sup> day of JULY, 2015

FAILURE TO FULLY COMPLETE AND EXECUTE THIS DOCUMENT  
MAY RESULT IN THE BID BEING DECLARED NONRESPONSIVE

**Magnolia Drive Multi-Use Trail from South Meridian Street to Pontiac Drive  
Attachment #6 - Revised Bid Pricing Sheet**

**MULTI-USE TRAIL CONSTRUCTION**

ITEM #	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	SUB TOTAL
101-1	Mobilization	1	LS	\$ 29,713.50	\$ 29,713.50
102-1	Maintenance of Traffic	160	DAY	\$ 86.00	\$ 13,760.00

**EROSION CONTROL**

104-10-3	Sediment Barrier (Staked Type IV Silt Fence)	3,153	LF	\$ 2.50	\$ 7,882.50
104-18	Inlet Protection	36	EA	\$ 49.00	\$ 1,764.00

**DEMOLITION**

110-3	Removal of Existing Structure (conc. & riprap walls)	1,600.00	SF	\$ 7.25	\$ 11,800.00
110-4	Removal of Existing Pavement (conc. & asphalt drwys)	1,333.33	SY	\$ 8.00	\$ 10,866.67
1050-18005	Utility Pipe, Remove & Dispose, 20-49.9" (CMP & RCP)	711	LF	\$ 12.50	\$ 8,887.50

**EARTHWORK**

110-1-1	Clearing and Grubbing	1.67	LS/AC	\$ 7,885.00	\$ 13,167.95
120-72	Gravel Fill (for Exfiltration System)	545	CY	\$ 45.00	\$ 24,525.00
125-1	Excavation for Structures (for Exfiltration System)	2,129	CY	\$ 9.00	\$ 19,161.00

**PAVEMENT AND CONCRETE**

522-2	Concrete Sidewalk and Driveways 6"	3,356	SY	\$ 41.75	\$ 140,113.00
400-0-11	Concrete Class NS, Gravity Wall & Endwall	79	CY	\$ 725.00	\$ 57,275.00
520-1-10	Concrete Curb & Gutter, Type F	2,700	LF	\$ 14.25	\$ 38,475.00
530-1	Sand-Cement Conc. Riprap for patching and connecting to existing wall	4	CY	\$ 500.00	\$ 2,000.00
337-7-30	1" SP9.5 Asphalt Pavement Replacement for Drainage Pipes	291	SY	\$ 10.50	\$ 3,055.50
285-709	6" SP12.5 Asphalt Pavement Replacement for Drainage Pipes	291	SY	\$ 54.00	\$ 15,714.00

**DRAINAGE**

425-1351	P-5 and P-8 Curb Inlet Drainage Structures	13	EA	\$ 3,445.00	\$ 44,785.00
425-2-61	P-8 Manhole Drainage Structures	20	EA	\$ 2,800.00	\$ 56,000.00
425-1-521	Type C Inlet Drainage Structures	2	EA	\$ 1,850.00	\$ 3,700.00
430-984-125	Mitered End Sections	1	EA	\$ 925.00	\$ 925.00
430-174-124-1	24" Perforated HDPE Pipe	1,843	LF	\$ 53.00	\$ 87,079.00
430-174-130-1	30" Perforated HDPE Pipe	273	LF	\$ 63.00	\$ 17,199.00
430-174-115	15" RCP	31	LF	\$ 57.50	\$ 1,782.50
430-174-118	18" RCP	198	LF	\$ 60.00	\$ 11,880.00
430-174-124-2	24" RCP	46	LF	\$ 67.75	\$ 3,116.50
430-174-130-2	30" RCP	67	LF	\$ 84.00	\$ 5,628.00
430-174-136	36" RCP	10	LF	\$ 178.25	\$ 1,782.50
430-175-204	38" x 60" ERCP	49	LF	\$ 214.00	\$ 10,486.00

**INCIDENTAL CONSTRUCTION**

710-11123	Painted Pavt Mark, STD, White, Solid, 12"	360	LF	\$ 2.50	\$ 900.00
710-11125	Painted Pavt Mark, STD, White, Solid, 24"	90	LF	\$ 6.00	\$ 540.00
700-1-11	Single Post Sign, F&I GM ((2) Stop Sign Posts)	6	AS	\$ 246.00	\$ 1,476.00
700-3201	Sign Panel, F&I OM, Up To 12 SF ((2) Stop Signs)	6	EA	\$ 307.50	\$ 1,845.00
515-2211	Pedestrian/Bicycle Railing, Steel, 42" Type 1	50	LF	\$ 141.50	\$ 7,075.00
LC-001	NPDES (Non-Participating by FDOT/FHW)	1	LS	\$ 550.00	\$ 550.00
LC-002	Construction Layout / Surveying (staking limits of const., etc) (Non-Participating by FDOT/FHW)	1	LS	\$ 50.00	\$ 50.00
LC-003	As-Built survey (Non-Participating by FDOT/FHW)	1	LS	\$ 50.00	\$ 50.00
0110-15	Tree Mitigation (Non-Participating by FDOT/FHWA)	1	LS	\$ 50.00	\$ 50.00
LC-007	Tree Protection Barricades	1,150	LF	\$ 3.75	\$ 4,312.50

**LANDSCAPING**

570-1-2	Performance Turf (Sod)	2,200	SY	\$ 3.50	\$ 7,700.00
LC-004	Conduit for future Lighting	1	LS	\$ 8,000.00	\$ 8,000.00
LC-005	Landscaping (30 street trees)	1	LS	\$ 9,775.00	\$ 9,775.00

**TOTAL****\$ 684,447.62****ALTERNATE #1 - IRRIGATION (NON-PARTICIPATING BY FDOT/FHWA)**

ITEM #	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	SUB TOTAL
LC-006	Irrigation for Trees	1	LS	\$ 10,700.00	\$ 10,700.00

**Magnolia Drive Multi-Use Trail from South Meridian Street to Pontiac Drive  
Attachment #6 - Revised Bid Pricing Sheet**

**TOTAL** **\$ 10,700.00**

**ALTERNATE #2 - WATER AND SANITARY SEWER REPLACEMENT (NON-PARTICIPATING BY FDOT/FHWA)**

ITEM #	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	SUB TOTAL
<b>GENERAL SITE WORK</b>					
101-1	Mobilization	1	LS	\$ 36,080.00	\$ 36,080.00
102-1	Maintenance of Traffic	90	DAY	\$ 142.00	\$ 12,780.00
COT-025	Temporary Access to Apartment Complex	1		\$ 1,000.00	\$ 1,000.00
	As-Built Survey / Record Drawings	1	LS	\$ 50.00	\$ 50.00
COT-026	Tree Protection Barricades	756	LF	\$ 3.75	\$ 2,835.00

ITEM #	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	SUB TOTAL
104-10-3	Sediment Barrier (Staked Type IV Silt Fence)	2772	LF	\$ 2.50	\$ 6,930.00
110-1-1	Clearing and Grubbing	0.88	LS/AC	\$ 70,725.00	\$ 62,238.00
570-1-2	Performance Turf (Sod)	4239	SY	\$ 3.50	\$ 14,836.50
1050-18004	UTILITY PIPE, PLUG & PLACE OUT OF SERVICE, and Fill	3940	LF	\$ 5.25	\$ 20,685.00
1050-18004	UTILITY PIPE, REMOVE & DISPOSE, 8-19.9"	3582	LF	\$ 7.50	\$ 26,865.00
1080-16	Removal & Disposal of Existing San. Sewer Manhole Structures	12	EA	\$ 750.00	\$ 9,000.00

**ASPHALT PAVEMENT REPLACEMENT FOR WATER & SEWER PIPES AND STRUCTURES**

285-709	2" SP12.5	9136	SY	\$ 11.50	\$ 105,064.00
210-1-1	12" Limerock Base	9136	SY	\$ 14.50	\$ 132,472.00
160-4	12" Type B Stabilization	9136	SY	\$ 5.50	\$ 50,248.00

**ASPHALT PAVEMENT MILLING and OVERLAY OF ENTIRE ROADWAY**

327-70-6	MILLING EXIST ASPH PAVT, 1 1/2" AVG DEPTH	9538	SY	\$ 2.70	\$ 25,752.60
285-709	2" SP12.5	9538	SY	\$ 11.50	\$ 109,687.00
710-90	Pavement Markings	1	LS	\$ 28,500.00	\$ 28,500.00

**POTABLE WATER**

COT-001	6" Water Main Pipe	117	LF	\$ 70.75	\$ 8,277.75
COT-002	8" Water Main Pipe	115	LF	\$ 74.00	\$ 8,510.00
COT-003	12" Water Main Pipe	2029	LF	\$ 61.50	\$ 124,783.50
COT-004	6" Gate Valve & Box	6	EA	\$ 940.00	\$ 5,640.00
COT-005	8" Gate Valve & Box	4	EA	\$ 1,275.00	\$ 5,100.00
COT-006	12" Gate Valve & Box	8	EA	\$ 2,475.00	\$ 19,800.00
COT-007	Connect to Existing WM (2", 6", & 8")	9	EA	\$ 925.00	\$ 8,325.00
COT-008	Connect to Existing WM (12")	4	EA	\$ 1,230.00	\$ 4,920.00
COT-009	6" Fire Hydrant Assembly (Includes Gate Valve & Box)	5	EA	\$ 4,300.00	\$ 21,500.00
COT-010	Water Service (Single Meter)	16	EA	\$ 925.00	\$ 14,800.00
COT-011	2" Ball Valve & Box	2	EA	\$ 1,230.00	\$ 2,460.00
COT-012	12" x 8" TS&V	1	EA	\$ 2,750.00	\$ 2,750.00

**SANITARY SEWER**

COT-020	8" PVC (8.1-10.0 ft. depth)	3482	LF	\$ 75.00	\$ 261,150.00
COT-021	10" PVC (8.1-10.0 ft. depth)	23	LF	\$ 117.00	\$ 2,691.00
COT-022	4' Dia. Manhole (8.1-10 ft. depth)	17	EA	\$ 6,050.00	\$ 102,850.00
COT-023	8" X 4" Sewer Service w/ Two-way Cleanout PVC	15	EA	\$ 2,055.00	\$ 30,825.00
COT-024	8" X 4" Sewer Service w/ Two-way Cleanout DIP	8	EA	\$ 3,410.00	\$ 27,280.00

**TOTAL** **\$ 1,298,685.35**

**GRAND TOTAL**

*\$ 1,991,832.97*

**NOTE:** The Pay Items for NPDES, Construction Layout/Surveying (staking limits of construction, etc.), As-Built survey, Tree Mitigation, Irrigation for

LEON COUNTY PURCHASING DIVISION  
 TABULATION SHEET  
 BC-07-28-15-43

ITB Title: Magnolia Drive Multi-Use Trail Project  
 Opening Date: Tuesday, July 28, 2015 @ 2:00 PM

Item/Vendor	Male Contracting	M of Tallahassee	Talcon Group	Dowdy Plumbing
Manual Signature/Proposal Response Cover Sheet	Y	Y	Y	Y
# of Copies				
Immigration	Y	Y	Y	Y
Equal Opportunity/Affirmative Action Statement	Y	Y	Y	Y
Tie Bids/Drug Free Workplace Form	Y	Y	Y	Y
Contractor's Business Information	Y	Y	Y	Y
Non-Collusion	Y	Y	Y	Y
Insurance Certification	Y	Y	Y	Y
Certification of Debarment	Y	Y	Y	Y
<b>Bond</b>				
Base Bid:	\$ 849,423.25	\$ 1,058,014.99	\$ 996,210,70.00	\$ 810,405.50
Alternate #1:	\$ 25,500.00	\$ 27,300.00	\$ 20,000.00	\$ 23,318.50
Alternate #2:	\$ 1,775,216.50	\$ 1,520,356.97	\$ 1,539,725.25	\$ 1,259,276.00
No Bid Document				



Tabulated By: 

LEON COUNTY PURCHASING DIVISION  
 TABULATION SHEET  
 BC-07-28-15-43

ITB Title: Magnolia Drive Multi-Use Trail Project  
 Opening Date: Tuesday, July 28, 2015 @ 2:00 PM

Item/Vendor	North Florida Asphalt	Allen's Excavation	Sandco
Manual Signature/Proposal Response Cover Sheet	Y	Y	Y
# of Copies			
Immigration	Y	Y	Y
Equal Opportunity/Affirmative Action Statement	Y	Y	Y
Tie Bids/Drug Free Workplace Form	Y	Y	Y
Contractor's Business Information	Y	Y	Y
Non-Collusion	Y	Y	Y
Insurance Certification	Y	Y	Y
Certification of Debarment	Y	Y	Y
Bond			
Base Bid:	\$ 1,072,698.00	\$ 684,447.062	\$ 893,957.17
Alternate #1:	\$ 20,000.00	\$ 10,700.00	\$ 13,650.00
Alternate #2:	\$ 1,575,677.50	\$ 1,296,685.35	\$ 1,253,798.30
No Bid Document			

Tabulated By: 