

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 RAM CONSTRUCTION & DEVELOPMENT, LLC, 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 Jackson View Landing in accordance with: 1) Jackson View landing, Boat Ramp and Park Amenities Project, Bid# BC-09-01-15-49 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 sixty (60) 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 in the amount of \$250.00.

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

4. CONTRACT SUM

The Contractor agrees that for the performance of the Services as outlined in Section 1 above, it shall be remunerated by the County according to the 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: Josh McSwain
Street Address: 2280 Miccosukee Road
City, State, Zip Code: Tallahassee, FL 32308
Telephone: 850-606-1476
E-mail: mcswainj@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 and 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, its 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 - Vendor Response
- Exhibit C - Tabulation Sheet

The remainder of this page intentionally left blank.

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

LEON COUNTY, FLORIDA

By: _____
Vincent S. Long
County Administrator

Date: _____

RAM CONSTRUCTION & DEVELOPMENT, LLC

By: _____
President or designee

Printed Name

Title: _____

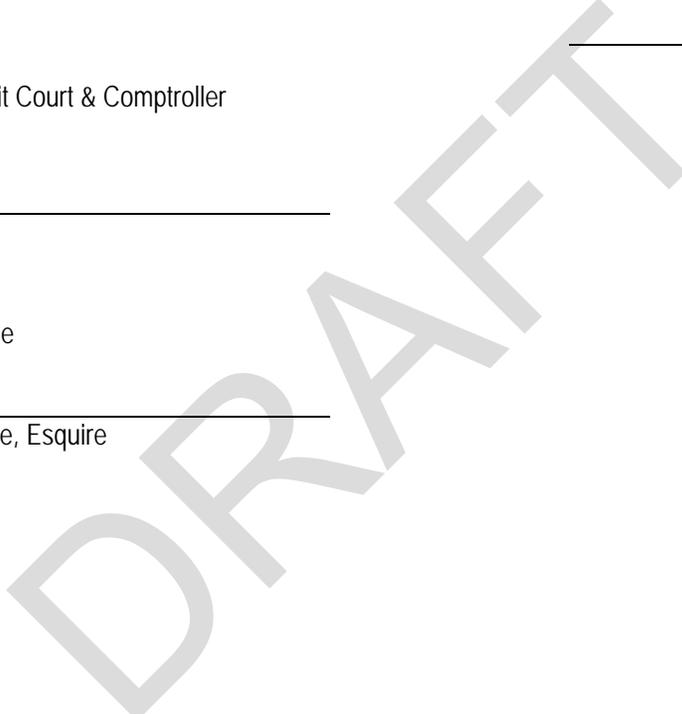
Date: _____

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



Bid Title: Jackson View Landing, Boat Ramp and Park Amenities Project
Bid No: BC-09-01-15-49
Opening Date: September 1, 2015 at 2:00 PM
Location: 1800-3 N. Blair Stone Road, Tallahassee, Florida 32308

I. INSTRUCTION TO BIDDERS

To Insure Acceptance of Your Bid, Please Follow These Instructions:

1. Items listed on the bid checklist in this form and all other items required within this invitation to bid must be executed and/or submitted in a sealed envelope. Address your sealed envelope as follows:

*Bid No. _____
Board of County Commissioners
Leon County Purchasing Division
1800-3 N. Blair Stone Road
Tallahassee, Florida 32308*

2. Bid must be typed or printed in ink. All corrections made by the bidder prior to the opening must be initialed and dated by the bidder. No changes or corrections will be allowed after bids are opened.
3. Bid must contain an original, manual signature of an authorized representative of the company.
4. The bid opening shall be public on the date and time specified on the bid. It is the bidder's responsibility to assure that the bid is delivered at the proper time and location. Bids which are received after the bid opening time will be returned unopened to the bidder.
5. Bidders are expected to examine the specifications, delivery schedule, bid prices and extensions and all general and special conditions of the bid prior to submission. In case of error in price extension, the unit price will govern.
6. Special Accommodation: Any person requiring a special accommodation at a Pre-Bid Conference or Bid opening because of a disability should call the Division of Purchasing at (850) 606-1600 at least five (5) workdays prior to the Pre-Bid Conference or Bid opening. If you are hearing or speech impaired, please contact the Purchasing Division by calling the County Administrator's Office using the Florida Relay Service which can be reached at 1(800) 955-8771 (TDD).

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

PURPOSE:

Leon County is seeking the services of qualified contractor to make improvements at Jackson View Landing in accordance with plans and specification developed by AMEC Environmental & Infrastructure, Inc. dated: June 23, 2015. Plans are large document and can be found at: <http://cms.leoncountyfl.gov/Home/Departments/Office-of-Financial-Stewardship/Purchasing/Supplemental-Solicitation-Documents>.

Work includes, but is not limited to: demolition, concrete, floating and fixed aluminum docs; boat ramp; signage; landscaping; precast restroom; picnic tables; and grills.

There will be a base bid and two alternates:

Base bid will be everything except the items separated by Alternate 1 & 2.

Alternate #1 will be the work and materials identified on page 12 of the plans.

Alternate #2 will be with the procurement of the precast building being performed by Leon County. Site preparation and hook up remains the responsibility of the contractor.

The successful bidder shall be issued a Purchase order to enable procurement of the floating and stationary docks. The notice to proceed for the 60 day performance shall be issued on or near the projected delivery dates of the docks and prefab building. MWBE calculations shall be against the base bid.

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
July 28, 2015	Release of the ITB
August 12, 2015	MANDATORY PRE-BID MEETING: Date and time a mandatory pre-bid meeting will be held at Leon County Purchasing's offices, located at 1800-3 North Blair Stone Road, Tallahassee, FL 32308.
Not later than: August 19, 2015 at 5:00 p.m.	QUESTIONS/INQUIRIES DEADLINE: Date and time by which questions and inquiries regarding the ITB must be received by Leon County.
Not later than: September 1, 2015 at 2:00 p.m.	BID SUBMISSION DUE DATE/OPENING OF TECHNICAL RESPONSE: Date and time by which Bid Submissions must be received by the Leon County Purchasing Division, located at 1800-3 North Blair Stone Road, Tallahassee, FL 32308.

BID INFORMATION AND CLARIFICATION:

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

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

ADDENDA TO SPECIFICATIONS

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

PROHIBITED COMMUNICATIONS

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

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

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

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

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

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

Bid Title: Jackson View Landing, Boat Ramp and Park Amenities Project
Bid No: BC-09-01-15-49
Opening Date: September 1, 2015 at 2:00 PM

REGISTRATION:

Bidders obtain solicitation documents from sources other than the Leon County Purchasing Division MUST officially register with the County Purchasing Division 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 may cause your submittal to be rejected as non-responsive.

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 them will decide when the specified time has arrived and no bids received thereafter will be considered. No responsibility shall be attached to any person for the premature opening of a Bid not properly addressed and identified. At the time fixed for the opening of bids, the bids will be made public and posted on the Purchasing Division website at: <http://www.leoncountyfl.gov/procurementconnect/>. A bidder may request, in their bid submittal, a copy of the tabulation sheet to be mailed in a bidder provided, stamped self-addressed envelope for their record.

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

WITHDRAWAL OF BIDS:

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

AWARD OF BIDS/BID PROTEST:

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

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

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

PLANHOLDERS

As a convenience to bidders, Leon County has made available via the internet lists of all registered planholders for each bid or request for proposals. The information is available on-line at: <http://www.leoncountyfl.gov/procurementconnect/> by simply clicking the planholder link at the bottom of the list of documents for each 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."

MINORITY and WOMEN BUSINESS ENTERPRISE AND EQUAL OPPORTUNITY POLICIES

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

- a. Eliminate any policies and/or procedural barriers that inhibit MBE and WBE participation in our procurement process.
 - b. Established targets designed to increase MBE and WBE utilization proportionate to documented under utilization.
 - c. Provide increased levels of information and assistance available to MBE's and WBEs.
 - d. Implement mechanisms and procedures for monitoring MBE and WBE compliance by prime contractors.
2. The term "Certified Minority Women Business Enterprise" (MWBE) is defined as Minority Business Enterprise (MBE) and Women Business Enterprise (WBE) firms certified by Leon County or the City of Tallahassee. Some firms with MBE or WBE certification by the State of Florida may be accepted under a reciprocal agreement but those from other governmental organizations are not accepted by Leon County.
3. Each Respondent is strongly encouraged to secure MBE and WBE participation through purchase(s) of those goods or services to be provided by others. Firms responding to this bid are hereby made aware of the County's targets for MBE and WBE utilization. Respondents that require assistance or guidance with these MBE or WBE requirements should contact: Shanea Wilks, Leon County Minority, Women, and Small Business Enterprise Director, by telephone at (850) 606-1650; fax (850) 606-1651 or by e-mail wilkssh@leoncountyfl.gov.

Respondent **must complete** and submit the attached Minority and Women Business Enterprise Participation Plan form. Failure to submit the completed Minority and Women Business Enterprise Participation Plan form may result in a determination of non-responsiveness for the bid.

If the aspirational target is not met, you must denote your good faith effort on the Participation Plan Form. All respondents, including MBE's, and WBE's shall either meet the aspirational target(s), or if not met, demonstrate in their bid response that a good faith effort was made to meet the aspirational target(s). Failure to complete such good faith effort statement may result in the bid being non-responsive. Below, are policy examples of good faith efforts that respondents can use if they are not meeting the aspirational target. These examples can be used to demonstrate the good faith effort.

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

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

B. Equal Opportunity/Affirmative Action Requirements

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

LOCAL PREFERENCE IN PURCHASING AND CONTRACTING

1. Preference in bidding. In purchasing of, or letting of contracts for procurement of, personal property, materials, contractual services, and construction of improvements to real property or existing structures in which pricing is the major consideration, the authorized purchasing authority of Leon County may give a preference to local businesses in making such purchase or awarding such contract, as follows:

- a) Individuals or firms which have a home office located within Leon, Gadsden, Wakulla, or Jefferson County, and which meet all of the criteria for a local business as set forth in this article, shall be given a preference in the amount of five percent of the bid price.
- b) Individuals or firms which do not have a home office located within Leon, Gadsden, Wakulla, or Jefferson County, and which meet all of the criteria for a local business as set forth in this article, shall be given a preference in the amount of three percent of the bid price.

The maximum cost differential shall not exceed \$20,000.00. Total bid price shall include the base bid and all alternatives or options to the base bids which are part of the bid and being recommended for award by the appropriate authority.

2. Preference in bidding for construction services in projects estimated to exceed \$250,000. Except where otherwise prohibited by federal or state law or other funding source restrictions, in the purchasing of, or letting of contracts for procurement of construction services for improvements to real property or existing structures that are estimated to exceed \$250,000 in value, the County may give preference to local businesses in the following manner:

- a) Under a competitive bid solicitation, when the lowest responsive and responsible bid is submitted by an individual or firm that is not a local business, then the local business that submitted the lowest responsive and responsible bid shall be offered the opportunity to perform the work at the lowest bid amount, if that local business's bid was not greater than 110% of the lowest responsive and responsible bid amount.
- b) All contractual awards issued in accordance with the provisions of this subsection (paragraph 2) shall contain aspirational trade contractor work targets, based on market and economic factors, of 85 percent as follows: The successful individuals or firms shall agree to engage not less than 85 percent of the dollar value of trade contractor work with local businesses unless the successful individuals or firms prove to the County's satisfaction, that the trade contractor work is not available locally with the Leon, Gadsden, Wakulla or Jefferson County area. The term "trade contractor" shall mean a subcontractor who contracts with the prime contractor and whose primary activity is performing specific activities (e.g., pouring concrete, masonry, site preparation, framing, carpentry, dry wall installation, electrical, plumbing, painting) in a construction project but is not responsible for the entire project.

3. Local business definition. For purposes of this section, "local business" shall mean a business which:
 - a) Has had a fixed office or distribution point located in and having a street address within Leon, Gadsden, Wakulla, or Jefferson County for at least six (6) months immediately prior to the issuance of the request for competitive bids or request for proposals by the County; and
 - b) Holds any business license required by the County, and, if applicable, the City of Tallahassee; and
 - c) Is the principal offeror who is a single offeror; a business which is the prime contractor and not a subcontractor; or a partner or joint venturer submitting an offer in conjunction with other businesses.
3. Certification. Any bidder claiming to be a local business as defined, shall so certify in writing to the Purchasing Division. The certification shall provide all necessary information to meet the requirements of above. The Local Vendor Certification Form is enclosed. The purchasing agent shall not be required to verify the accuracy of any such certifications, and shall have the sole discretion to determine if a bidder meets the definition of a "local business."

INSURANCE:

Bidders' attention is directed to the insurance requirements below. Bidders should confer with their respective insurance carriers or brokers to determine in advance of bid submission the availability of insurance certificates and endorsements as prescribed and provided herein. The Insurance Certification Form attached hereto is to be completed and submitted as part of your bid response. If an apparent low bidder fails to comply strictly with the insurance requirements, that bidder may be disqualified from award of the contract.

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the Contractor's bid.

1. Minimum Limits of Insurance. Contractor shall maintain limits no less than:
 - a. General Liability: \$1,000,000 Combined Single Limit for bodily injury and property damage per occurrence with a \$2,000,000 annual aggregate. Completed operations coverage will be provided for a period of three (3) years beyond termination and/or completion of the project. Coverage must include bodily injury and property damage, including Premise/Operations: a per location aggregate, Broad Form Contractual liability; Broad Form Property Damage; Fire Legal liability; Independent Contractors coverage; Cross Liability & Severability of Interest Clauses; and Personal Injury (deleting employee and contractual exclusions), and coverage for explosion, collapse, and underground (X,C,U).
 - b. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage. (Non-owned, Hired Car).
 - c. Workers' Compensation and Employers Liability: Workers' Compensation insurance covering all employees and meeting statutory requirements in compliance with the applicable state and federal laws and Employer's Liability with a limit of \$500,000 per accident, \$500,000 disease policy limit, \$500,000 disease each employee. Waiver of Subrogation in lieu of Additional Insured is required.
2. Deductibles and Self-Insured Retentions

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

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

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the County.
4. Acceptability of Insurers. Insurance is to be placed with insurers with a Best's rating of no less than A:VII.
5. Verification of Coverage. Contractor shall furnish the County with certificates of insurance and with original endorsements effecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by the County before work commences. The County reserves the right to require complete, certified copies of all required insurance policies at any time. Certificates of Insurance acceptable to the County shall be filed with the County prior to the commencement of the work. These policies described above, and any certificates shall specifically name the County as an additional Insured and shall contain a provision that coverage afforded under the policies will not be canceled until at least thirty (30) days prior to written notice has been given to the County.
- Cancellation clauses for each policy should read as follows: Should any of the above described policies be canceled before the expiration date thereof, the issuing company will mail thirty (30) days written notice to the Certificate Holder named herein.*
6. Subcontractors. Contractors shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

AGREEMENT:

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

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

PUBLIC ENTITY CRIMES STATEMENT:

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

MANUFACTURERS' NAME AND APPROVED EQUIVALENTS:

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

IDENTICAL TIE BIDS:

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

ETHICAL BUSINESS PRACTICES

- A. Gratuities. It shall be unethical for any person to offer, give, or agree to give any County employee, or for any County employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or performing in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, subcontract, or to any solicitation or proposal therefor.
- B. Kickbacks. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.
- C. The Board reserves the right to deny award or immediately suspend any contract resulting from this proposal pending final determination of charges of unethical business practices. At its sole discretion, the Board may deny award or cancel the contract if it determines that unethical business practices were involved.

II. CONTRACT PROVISIONS

PAYMENT AND PERFORMANCE BOND

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

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

PUBLIC CONSTRUCTION BOND
Bond No.(enter bond number)

BY THIS BOND, We _____, as Principal and a corporation, as Surety, are bound to _____, herein called Owner, in the sum of \$ _____, for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the contract dated _____, between Principal and Owner for construction of _____, the contract being made a party of this bond by reference, at the time and in the manner prescribed in the contract; and
2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the contract; and
3. Pays Owner all losses, damages, expenses, costs, and attorney's fees, including appellate proceedings, that Owner sustains because of a default by Principal under the contract; and
4. Performs the guarantee of all work and materials furnished under the contract for the time specified in the contract, then this bond is void; otherwise it remains in full force.

Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2), Florida Statutes.

Any changes in or under the contract documents and compliance or noncompliance with any formalities connected with the contract or the changes does not affect Surety's obligation under this bond.

DATED on this the _____ day of _____, 2013.
(Name of Principal)
By: _____
(As Attorney-In-Fact)
(Name of Surety)

Payment bonds executed as a result of the requirements herein by a surety shall make reference to Section 255.05, Florida Statutes, by number and shall contain reference to the notice and time limitation provisions in Section 255.05, Florida Statutes.

TIME AND LIQUIDATED DAMAGES

The work to be performed under this contract shall be commenced within fifteen (15) days of the Notice to Proceed. All work to be performed under this Contract shall be completed within sixty (60) 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 in the amount of \$250.00.

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

CONSTRUCTION SITE SIGNAGE

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

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

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

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

PAYMENTS TO THE GENERAL CONTRACTOR

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

STATUS

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

AUDITS, RECORDS, AND RECORDS RETENTION

The Contractor agrees:

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

6. To include these aforementioned audit and record keeping requirements in all approved subcontracts and assignments.

MONITORING

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

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

RIGHT TO INSPECT PLANT

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

TERMINATION

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

This Agreement may be terminated by the County if the Contractor is found to have submitted a false certification as required under section 215.471 (5), Florida Statutes, been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria.

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.

CONFLICTING TERMS AND CONDITIONS

In the instance that terms, conditions, specifications, or other instruments are provided by architects, engineers, or persons other than County Procurement concerning the matters herein, then the terms and conditions in this

Solicitation document shall prevail over all other terms and conditions.

ASSIGNMENT

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

INDEMNIFICATION

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

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

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

PENALTIES:

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

1. Consistent failure to respond to bid invitation for three (3) consecutive instances.
2. Failure to update the information on file including address, product, service or business descriptions.
3. Failure to perform according to contract provisions.
4. Conviction in a court of law of any criminal offense in connection with the conduct of business.
5. Clear and convincing evidence of a violation of any federal or state anti-trust law based on the submission of bids or proposals, or the awarding of contracts.
6. Clear and convincing evidence that the bidder has attempted to give a Board employee a gratuity of any kind for the purpose of influencing a recommendation or decision in connection with any part of the Board's purchasing activity.
7. Other reasons deemed appropriate by the Board of County Commissioners.

BID CHECKLIST:

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

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

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

Base Bid: _____

Alternate #1 _____

Alternate #2 _____

Bid Title: Jackson View Landing, Boat Ramp and Park Amenities Project
Bid No: BC-09-01-15-49
Opening Date: September 1, 2015 at 2:00 PM

BID RESPONSE SHEET

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

Shelly W. Kelley
Purchasing Director

Mary Ann Lindley
Chairman

This proposal is submitted by the below named firm/individual by the undersigned authorized representative.
RAM Construction & Development, LLC

(Firm Name)

BY

Robert H. Annin

(Authorized Representative)

Robert H. Annin

(Printed or Typed Name)

ADDRESS

20 RAM Blvd, Midway, Florida 32343

EMAIL ADDRESS

info@ramflorida.com

TELEPHONE

850-671-7267

FAX

850-671-2773

ADDENDA ACKNOWLEDGMENTS: (IF APPLICABLE)

Addendum #1 dated 7/28/15 Initials

Addendum #5 8/26/15

Addendum #2 dated 7/28/15 Initials

Addendum #3 dated 8/20/15 Initials

Addendum #4 dated 8/21/15 Initials

Base Bid: \$ 653,000.00 Six hundred fifty three thousand dollars

Alternate #1 \$ 10,000.00 Add

Alternate #2 \$ 28,000.00 Deduct

Bid Title: Jackson View Landing, Boat Ramp and Park Amenities Project
Bid No: BC-09-01-15-49
Opening Date: September 1, 2015 at 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: RAM Construction & Development, LLC

Signature: Robert H. Amos Title: President

STATE OF Florida
COUNTY OF Leon

Sworn to and subscribed before me this 31st day of August, 2015.

Personally known Robert H. Amos Paul A. Gleasman
NOTARY PUBLIC

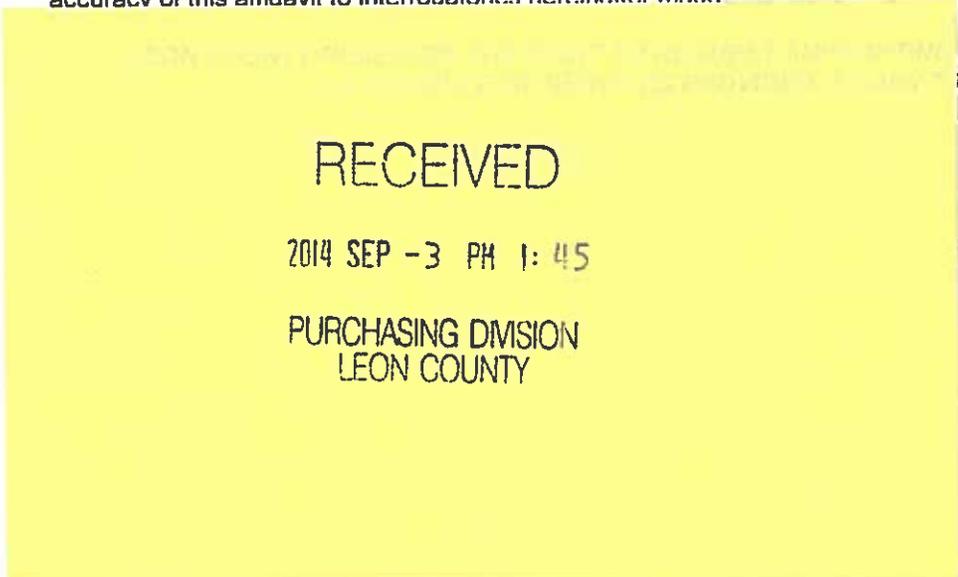
OR Produced identification _____ Notary Public - State of Florida

My commission expires: 3/29/15

(Type of identification) _____
Paul A. Gleasman
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

DOCUMENTATION,
ME.



Bid Title: Jackson View Landing, Boat Ramp and Park Amenities Project
Bid No: BC-09-01-15-49
Opening Date: September 1, 2015 at 2:00 PM

IDENTICAL TIE BIDS

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

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

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

(Check one and sign in the space provided.)

This firm complies fully with the above requirements.

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

Robert H. Ammi
Bidder's Signature

President
Title

8/31/15
Date

Bid Title: Jackson View Landing, Boat Ramp and Park Amenities Project
Bid No: BC-09-01-15-49
Opening Date: September 1, 2015 at 2:00 PM

MINORITY AND WOMEN BUSINESS ENTERPRISE (MWBE) PARTICIPATION PLAN FORM

Respondent: RAM Construction & Development, LLC

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

For the purposes of MWBE participation on Leon County projects, the following definition applies:

Certified Minority Business Enterprise (MBE) and Women Business Enterprise (WBE) are firms certified by Leon County or the City of Tallahassee. Some firms with MBE or WBE certification by the State of Florida may be accepted under a reciprocal agreement but, those from other governmental organizations are not accepted by Leon County.

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

SECTION 1 - ASPIRATIONAL TARGET FOR MWBE PARTICIPATION

The aspirational target for this project is:

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

SECTION 2 - GOOD FAITH EFFORT

The following list of the good faith efforts criteria complies with Leon County's Purchasing and Minority, Women, and Small Business Enterprise Policy. This criteria is used in the determination of whether a contractor has performed and documented good faith efforts. Also, the basis for rejecting a MWBE deemed unqualified or unacceptable by the Prime Contractor shall be documented and included in the respondent's Good Faith Effort documentation.

1. Please identify all of the following activities that your firm has done as Good Faith Effort in order to secure MWBE participation and submit documentation of such. Failure to designate those actions you have done as Good Faith and provide documentation of all Good Faith Efforts completed by your firm may result in your proposal being determined as non-responsive. Please check the appropriate boxes that apply to your good faith activities:
 - a. Advertised for participation by MWBEs in non-minority and minority publications within the Market area, including a copy of the advertisement and proof of the date(s) it appeared or by sending correspondence, no less than ten (10) days prior to the submission deadline, to all MWBE's referred to the respondent by the MWSBE Division for the goods and services to be subcontracted and/or supplied
 - b. Documented that the bidding Prime Contractor provided ample time for potential MBE and/or WBE subcontractors to respond to bid opportunities, including a chart outlining the

Bid Title: Jackson View Landing, Boat Ramp and Park Amenities Project
Bid No: BC-09-01-15-49
Opening Date: September 1, 2015 at 2:00 PM

schedule/time frame used to obtain bids from MBE and WBE Vendors as applicable to the aspirational Target.

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

See attached

- 2. Prime contractors will negotiate in good faith with interested MWSBE's, not rejecting a MWSBE as unqualified or unacceptable without sound business reasons based on a thorough investigation of their capabilities. **The basis for rejecting any MWBE deemed unqualified or unacceptable by the Prime Contractor shall be included in the Good Faith Effort documentation.** The Prime Contractor shall not impose unrealistic conditions of performance on MWSBE's seeking subcontracting opportunities.
- 3. Leon County reserves the right to request supporting documentation as evidence of good faith efforts indicated above at any time. Failure to provide supporting documentation when requested shall deem your bid/proposal as non-responsive.

PARTICIPATION PLAN FORM continued on following pages.

Bid Title: Jackson View Landing, Boat Ramp and Park Amenities Project
 Bid No: BC-09-01-15-49
 Opening Date: September 1, 2015 at 2:00 PM

SECTION 3 – RESPONDENT'S PROPOSED MWBE PARTICIPATION

Respondent shall complete the following Table identifying each certified MWBE firm they intend to use on this project. Attach additional sheets as necessary.

MBE and WBE Intended Utilization						
Firm's Name (Requires Leon County or City of Tallahassee MWBE certification) ¹	Firm's Location Address (Must be in Leon, Gadsden, Jefferson or Wakulla Counties, FL to be certified)	Firm's Telephone Number	Ethnic Group ² (B, A, H, N, F)	Total Dollar Amount of MWBE Participation	Type of Service to Provide	
Minority and Women Business Enterprise(s)						
a. Florida Developers	Leon Co.	850-224-6000	B	285,267.00	Docks, Trex, Pavers	
b. Persica Landscaping	Leon Co.	850-422-0002	F	985.00	Landscaping	
c.						
d.						
e.						
f.						
Total Bid Amount \$ 653,000		Total MWBE Participation \$ 286,252		MBE Participation % 43 WBE Participation % .01 (MBE or WBE Participation \$ 286,252 Total Bid \$) 653,000		

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

Bid Title: Jackson View Landing, Boat Ramp and Park Amenities Project
 Bid No: BC-09-01-15-49
 Opening Date: September 1, 2015 at 2:00 PM

SECTION 4 - NON-MWBE SUBCONTRACTORS

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

Non-MBE and WBE Intended Utilization				
Firm's Name	Firm's Address	Firm's Phone #	Total Dollar Amount	Type of Service to Provide
a. Dowdy	Len Co.	850-656-1211	150 63,926.00	Turn Lent
b.				
c.				
d.				
e.				
f.				
g.				
h.				
i.				

Bid Title:
Bid Number: BC-XX-XX-XX-XX
Opening Date:

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: _____

Robert H. Amin

Title: _____

President

Firm: _____

RAC Construction & Development, LLC

Address: _____

20 RAC Blvd.; Midway FL 32343

DRAFT

Bid Title:
Bid Number: BC-XX-XX-XX-XX
Opening Date:

INSURANCE CERTIFICATION FORM

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

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

YES NO

Commercial General Liability: Indicate Best Rating:
Indicate Best Financial Classification:

Business Auto: Indicate Best Rating:
Indicate Best Financial Classification:

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

YES NO

Indicate Best Rating:
Indicate Best Financial Classification:

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

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

YES NO

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

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

Required Policy Endorsements and Documentation

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

Deductibles and Self-Insured Retentions

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

Bid Title:
Bid Number: BC-XX-XX-XX-XX
Opening Date:

Endorsements to insurance policies will be provided as follows:

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

Primary and not contributing coverage-
General Liability & Automobile Liability

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

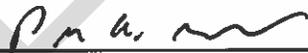
Thirty days advance written notice of cancellation to County - General Liability,
Automobile Liability, Worker's Compensation & Employer's Liability.

Please mark the appropriate box:

Coverage is in place Coverage will be placed, without exception

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

Name Peg-1 A. Gleason
Typed or Printed

Signature 

Date 8/31/15

Title CEO / Risk Mgr.
(Company Risk Manager or Manager with Risk Authority)

DRAFT

Bid Title:
Bid Number: BC-XX-XX-XX-XX
Opening Date:

**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.

Robert H. Annin
Signature

President
Title

RAM Construction & Development, LLC
Contractor/Firm

20 RAM Blvd, Midway, Florida 32343
Address

Bid Title:
Bid Number: BC-XX-XX-XX-XX
Opening Date:

CERTIFICATION OF TRADES WORK

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

The following definitions shall apply for purposes of this section:

a. "Local business" shall mean a business which has had a fixed office or distribution point located in and having a street address within Leon, Gadsden, Wakulla, or Jefferson County for at least six (6) months immediately prior to the issuance of the request for competitive bids or request for proposals by the County.

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

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

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

9 Bidder agrees to engage not less than 85 percent of the dollar value of trade contractor work with local businesses.

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

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

RAM Construction & Development, LLC
(Firm Name)

BY Robert H. Ann
(Authorized Representative)

Robert H. Ann
(Printed or Typed Name)

DATE 8/31/15

Bid Title:
Bid Number: BC-XX-XX-XX-XX
Opening Date:

LOCAL VENDOR CERTIFICATION

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

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

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

Business Name: RAM Construction & Development, LLC	
Current Local Address: 20 RAM Blvd Midway, Florida 32343	Phone: 850-671-7267 Fax: 850-671-2773
If the above address has been for less than six months, please provide the prior address.	
Length of time at this address:	
Home Office Address: 20 RAM Blvd Midway, Florida 32343	Phone: 850-671-7267 Fax: 850-671-2773

Robert H. Annin
Signature of Authorized Representative

8/31/15
Date

STATE OF Florida
COUNTY OF Leon

The foregoing instrument was acknowledged before me this 31st day of August, 2015
By Robert H. Annin of RAM Construction & Development, LLC
(Name of officer or agent, title of officer or agent) (Name of corporation acknowledging)

a Florida Corporation, on behalf of the corporation. He/she is personally known to me
(State or place of incorporation)

or has produced _____ as identification.



Paul A. Gleasman
Signature of Notary

Return Completed form with supporting documents to:

Bid Title:
Bid Number: BC-XX-XX-XX-XX
Opening Date:

Leon County Purchasing Division
1800-3 N. Blair Stone Road
Tallahassee, Florida 32308

Paul A. Gleason
Print, Type or Stamp Name of Notary

CE
Title or Rank

FF 204862
Serial Number, If Any

DRAFT

Licensure


 Local Business Tax NO: 2014201537
 City of Midway Business Tax Certificate
LOCAL CERTIFICATE EXPIRES SEPTEMBER 30, 2015
 Licensee:
RAM CONSTRUCTION & DEVELOPMENT, LLC
City Occupational License Tax paid to the City of Midway, in consideration of which it is hereby acknowledged that the above is licensed to engage in and/or manage the business, profession or occupation in the City of Midway, Florida beginning the 1st of October 2014 and ending on the 30th day of September 2015 State of Florida

 For Dorothy Irman Johnson, City Manager September 18, 2014
Date

Local Registration – City of Midway, Florida

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


LICENSE NUMBER	
CGC062608	

The GENERAL CONTRACTOR
 Named below IS CERTIFIED
 Under the provisions of Chapter 489 FS.
 Expiration date: AUG 31, 2016

ANNIN, ROBERT HEATH
RAM CONSTRUCTION & DEVELOPMENT LLC
 20 RAM BLVD.
 MIDWAY FL 32343



State of Florida General Contractors License – Allowed to do GC construction in all municipalities in Florida

State of Florida
Department of State

I certify from the records of this office that RAM CONSTRUCTION & DEVELOPMENT, LLC is a limited liability company organized under the laws of the State of Florida, filed on March 12, 2003.
 The document number of this company is L03000008931.
 I further certify that said company has paid all fees due this office through December 31, 2014, that its most recent annual report was filed on January 8, 2014, and its status is active.

GIVEN UNDER MY HAND AND THE Great Seal of the State of Florida at Tallahassee, the Capital, this the Eighteenth day of August, 2014.


Ken Peterson
 Secretary of State



Authentication ID: C1074200819
 To authenticate this certificate, visit the following web page: this ID, and then follow the instructions displayed.
<http://www.dhs.gov/e-verify/docs/identity.html>

State of Florida Corporate Registration



Dis-advantaged business involvement-Statement of Good Faith Effort

RAM Construction & Development encourages participation by minority businesses. We utilize various counties, cities, and school boards approved minority vendor list by adding these suppliers and subcontractors to our bid notification system. Our approach consist of a three tier system of notification, bid package preparation, and administrative support services.

Notification

- Solicitation of bid through phone, fax, and email
- Advertisements in local periodicals
- Construction bid reporting agencies

Bid Package Preparation

- Compile SBD specific bid package/scope
- Pre-bid review with SBD subcontractors or vendor

Administrative Support Services

- Accounting and cash flow assistance
- Direct purchase of materials
- Cost free plans and specification packages from our printing suppliers

RAM will publish, with its bid documentation, a list of the names of all subcontractors/vendors, and identify all SBD subcontractors/vendors.



201500589623 v 5

Action Stages GC Bidding
Bid Date 09/01/2015@02:00:00 PM
Valuation 350000
Target Start Date 11/01/2015

2585 CLARA KEE BLVD
TALLAHASSEE,FL(LEON)
32303-7175

Report Type Project
Project Type Miscellaneous Recreational, Landscaping, Dock/Pier
Type of Work Alterations
Status Add Bidders on GC - GC bids to Owner September 1 at 2 PM (EDT)
Submits Bid To Owner (Public)
Publish Date 08/28/2015
Architect AMEC Environment & Infrastructure Inc, 75 E AMELIA ST STE 200, ORLANDO, FL, 32801-1320, Phone: (407) 5227570*, Fax: (407) 5227576
Owner (Public) Leon County Board of Commissioners, 2284 Miccosukee Rd, Tallahassee, FL, 32308-5310, Phone: (850) 6061600*, Fax: (850) 6061601
Plans on File
Plans Available From Owner (Public)
Notes DEWB18 - Mandatory pre-bid conference August 12 at 10 AM (EDT) in the Purchasing Division - 1800-3 North Blairstone Road/Tallahassee - RAM Construction & Development encourages participation by minority businesses. Our aspirational goal for this project is 17% MBE and 9% WBE.
Bonds 5 % Bid Bond.
Additional Features demolition, concrete, floating and fixed aluminum docs; boat ramp; signage; landscaping; precast restroom; picnic tables; and grills

CSI Codes

Bidder List

This is a draft preview copy of a McGraw-Hill Construction Dodge Report for review for verification prior to publishing. The information contained in this message is intended only for the recipient, and may be a confidential attorney-client communication or may otherwise be privileged and confidential and protected from disclosure. If the reader of this message is not the intended recipient, or an employee or agent responsible for delivering this message to the intended recipient, please be aware that any dissemination or copying of this communication is strictly prohibited.

<u>Bid Header: Bidders on GC</u>	Bid Amount	Contact Name	Phone	Fax
Construct Co Inc 931 Dennis Ave Orlando		Construct Co Inc	(407)2824350*	()
A-Minority Construction LLC (James Green) 2913 Springhill Rd TALLAHASSEE		A-Minority Construction LLC	(850)5198050*	()
AMEC 3815 N US-2, STE 103 Cocoa		AMEC	(321)4330223*	(321)4330213
RAM Construction & Development LLC (Paul Gleasman) 20 Ram Blvd Midway		RAM Construction & Development LLC	(850)6717267*	(850)6712773
Allen's Excavation 6409 WOODVILLE HWY TALLAHASSEE		Allen's Excavation	(850)4216872*	(850)4212391
Florida Developers Inc of Tallahassee (Iva Lara) 642 W Brevard St Tallahassee		Florida Developers Inc of Tallahassee	(850)2246002*	(850)2249253
CSI Contracting Inc (Hayes Woodward) 225 S ADAMS ST STE 200 TALLAHASSEE		CSI Contracting Inc	(888)8751471*	(850)8751471
GASKIN CONTRACTORS LANDSCAPE DIVISION LLC 2311 #3 KILLEARN CENTER BLVD TALLAHASSEE		GASKIN CONTRACTORS LANDSCAPE DIVISION LLC	()*	()
Barry Simms Inc 3500 Darlington Street ALMOND		Barry Simms Inc	(715)6120002*	()
McKinnon Construction Co Inc 14621 Polk St Miami FL		McKinnon Construction Co Inc	(305)6963907*	()
Sandco Incorporated (Bob Myrick) 4708 Capital Cir NWTallahassee		Sandco Incorporated	(850)4021111*	(850)4027674

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MWSBE BID NOTIFICATION AND ASSISTANCE SCHEDULE

Notification of GC Bid	28-Jul-15
Pre-bid Meeting for GC Bidders	12-Aug-15
Compiled List from Leon County MWSBE Website	18-Aug-15
E-mailed MWSBE Bid Notification	19-Aug-15
Faxed MWSBE Bid Notification	19-Aug-15
Contacted various MWBE subs via phone to get interest and scope review	8/19/15 to 9/2/15
GC Bid	9/3/

DRAFT

Jackson View Landing Boat Ramp & Park Amenities
WMBE ITB Email/Fax List

The information provided in this file is not to be used for unsolicited advertising, spam, or any other unauthorized use.

Company Name	Physical Address	City	State	Zip	Fax	Email	Follow-Ups		
							Fax	Email	Phone
Abbey Concrete, Inc.	4483 Chaires Cross Road	Tallahassee	FL	32317	850-212-7430	abbeyconcrete@yahoo.com	X	X	X
All Pro Asphalt & Construction	141 Webster Road	Crawfordville	FL	32327	305-721-1550	asphaltallpro@yahoo.com	X	X	X
Baker Landscape & Irrigation, Inc.	739 Rhoden Cove Road	Tallahassee	FL	32312	850-997-1148	bakerlandscape@embarqmail.com	X	X	X
Bannerman Landscapes, LLC	2931 Kerry Forest Parkway, Suite #102	Tallahassee	FL	32309	850-668-0768	info@bannermanlandscapes.com	X	X	X
Blue Sky Landscaping and Design	3566 Jim Lee Road	Tallahassee	FL	32301		blueskydl@gmail.com	X	X	X
Brick Mason Industries, Inc.	3784 Wentworth Way	Tallahassee	FL	32311		brickmasonindustries@gmail.com	X	X	X
Concrete Services Unlimited, Inc.	1221 COMMERCIAL PARK DRIVE SUITE G5	Tallahassee	FL	32303	850-514-5381	cj@concreteservicesunlimited.com	X	X	X
Empire Construction & Fencing, LLC	1193 Walker Springs Road	Monticello	FL	32344	850-997-3515	empireconstruction.fence@yahoo.com	X	X	X
Florida Developers, Inc.	642 W. Brevard Street	Tallahassee	FL	32304	850-222-8010		X	X	X
Florida Environmental & Land Services, Inc.	221-4 DELTA COURT	TALLAHASSEE	FL	32303	850-385-6355	elvapeppers@fesi.org	X	X	X
Hale Contracting, Inc	1736 Commerce Blvd	Midway	FL	32434	850-575-2506	jeades@halecontracting.net	X	X	X
Jeff's Concrete Enterprises, Inc.	6823 Purnell Court	Tallahassee	FL	32305		jeffersonita@yahoo.com	X	X	X
Marco's Masonry & Concrete, LLC	260 Tall Pine Drive	Havana	FL	32333		mfortito13@gmail.com	X	X	X
P & P Lawn and Landscaping, Inc.	918 Hastie Road	Tallahassee	FL	32305		panchojimez47@yahoo.com	X	X	X
P & T's Landscaping and Lawn Maintenance, Inc.	2502 Attapulgis Hwy	Quincy	FL	32352	850-627-0900	ashie@persica.com	X	X	X
Persica Landscaping Co., Inc.	1703 Baum Road	Tallahassee	FL	32317	850-422-1499		X	X	X
Professional Electrical Systems, Inc.	2506 West Tharpe Street	Tallahassee	FL	32303	850-421-6893	peswv@aol.com	X	X	X
Rex Shiver Landscaping, Inc.	1055 Scotland Road	Havana	FL	32333	850-539-9207	rex_shiver@yahoo.com	X	X	X
Robert Norton Concrete Services, Inc	1545 Vista Road	Monticello	FL	32344	850-997-3574	lsrtn265@yahoo.com	X	X	X
Suzanne Diambra Landscaping, Inc.	1614 S. Monroe Street	Tallahassee	FL	32301	850-222-9575	suzannediambra@aol.com	X	X	X
Thomas Concrete & Construction Services, LLC	9216 Strawhill Lane	Tallahassee	FL	32305		thomasconcrete@hotmail.com	X	X	X
Unique Concrete Construction, LLC	494 Long Pine Drive	Tallahassee	FL	32305	850-656-1899	mehiriff@embarqmail.com	X	X	X
Unlimited Dirt Works, LLC	10466 S. Salt Road	Lamont	FL	32336		unlimiteddirtworks@gmail.com	X	X	X
World Over Electric, LLC	4409 Westover Drive	Tallahassee	FL	32303		woelectric@gmail.com	X	X	X

WMBE Email ITB Send

Nick Early

From: Nick Early <nearly@ramflorida.com>
Sent: Wednesday, August 19, 2015 2:05 PM
Cc: 'abbeyconcrete@yahoo.com'; 'asphaltallpro@yahoo.com';
'bakerlandinc@embarqmail.com'; 'info@bannermanlandscape.com'; 'blueskyld1@gmail.com'; 'brickmasonindustries@gmail.com'; 'cj@concreteservicesunlimited.com';
'empireconstruction.fence@yahoo.com'; 'elvapeppers@felsi.org';
'ljeffersonfla@yahoo.com'; 'mfiorito13@gmail.com';
'pandplawnandlandscaping@aol.com'; 'panchojimenez47@yahoo.com';
'ashie@persica.com'; 'pesivr@aol.com'; 'rex_shiver@yahoo.com'; 'lsnrln265@yahoo.com'; 'suzannediambra@aol.com'; 'thomasconcrete@hotmail.com'; 'melvinf1@embarqmail.com'; 'unlimiteddirtworks@gmail.com'; 'woelectric@gmail.com'
Subject: WMBE Invitation to Bid - Jackson View Landing
Attachments: WMBE ITB.pdf

Good Afternoon!

Attached you will find an Invitation to Bid for the Jackson View Landing project.
Please let us know if there are any questions.

Thank you,

Nickalos Early

Nickalos Early
Project Coordinator

"If you want to find the secrets of the universe, think in terms of energy, frequency and vibration." – Nikola Tesla



RAM Construction & Development, LLC

Proud Member

20 RAM Blvd.

Midway, FL 32343

Ph: 850-671-7267 ext 105

Fax: 850-671-2773

Email: nearly@ramflorida.com

Web: www.ramflorida.com

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WMBE Fax ITB Send

* * * Memory TX Result Report (Aug. 19. 2015 1:21PM) * * *

1) RAM CONSTRUCTION MAIN FAX
2)

Date/Time: Aug. 19. 2015 12:49PM

File No.	Mode	Destination	Pg(s)	Result	Page Not Sent
2372	LAN-Fax Transmission	850-212-7430	P. 1	E-3) 3)	P. 1
		1-305-721-1550		OK	
		850-997-1148		OK	
		850-668-0768		OK	
		850-514-5381		OK	
		850-997-3515		OK	
		850-385-6355		OK	
		850-627-0900		OK	
		850-422-1499		OK	
		850-421-6893		OK	
		850-539-9207		OK	
		850-997-3574		OK	
		850-222-9575		OK	
		850-656-1899		OK	

DRAFT

Reason for error

- M. 1) Hang up or line fail
- M. 3) No answer
- M. 5) Exceeded max. E-mail size

- E. 2) Busy
- E. 4) No facsimile connection



INVITATION TO BID



Please be advised that RAM Construction and Development, LLC, a general contractor (CGC062608), is soliciting subcontractor/supplier bids for the following project:

PROJECT NAME: Wakulla County - Shell Point Boat Ramp Phase I

BIDS DUE BY - DATE: Wednesday, August 26, 2015 **BY FAX:** 850-671-2773 or EMAIL:

BIDS DUE BY - TIME: 5:00 pm EDT **estimator@ramflorida.com**

Bonded Project for subs: No

DESCRIPTION: New concrete boat ramp facility, bulkhead, timber piles, aluminum floating dock, concrete floating dock, asphalt parking, sitework, and site electrical work.

SCOPES OF WORK INCLUDED:

- 02-Paving
- 02-Sitework
- 02-Fencing
- 02-Landscaping
- 02-Driven Timber Piles
- 03-Concrete
- 03-Aluminum Floating Dock System
- 03-Concrete Floating Dock System
- 16-Electrical

Plans, specs, and addenda may be viewed at our office or at the FTP site listed below:
(enter into your internet address bar)

<https://ram.brickftp.com/f/a851d9796>

Reprographic shops where plans are available:

- Seminole Blueprint, Tallahassee, FL
- The Blueprint Shop, Tallahassee, FL

**PLEASE CHECK OUR FTP SITE FOR
ADDENDA BEFORE TURNING IN
YOUR PORPOSAL. ACKNOWLEDGE
ALL ADDENDA ON YOUR PROPOSAL.**

SUBCONTRACTOR/SUPPLIER RESPONSE

YOUR COMPANY NAME: H&E Contracting, Inc. **SCOPE OF WORK:** SITE 02

PHONE NUMBER: (850) 575-2506 **YES, I WILL BID** **NO, I WILL NOT BID**

YOUR NAME: JOSEPH EADES **YOUR EMAIL:** jeades@hakecontracting.net

PLEASE RETURN REPLY BY FAX WITHIN 72 HOURS

RAM Construction & Development, LLC 20 RAM Blvd., Midway, FL 32343 Ph: (850) 671-7287 Fax: (850) 671-2773



INVITATION TO BID



Please be advised that RAM Construction and Development, LLC, a general contractor (CGC062608), is soliciting subcontractor/supplier bids for the following project:

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BIDS DUE BY - TIME: 5:00 pm EDT **estimator@ramflorida.com**
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DESCRIPTION: New concrete boat ramp facility, bulkhead, timber piles, aluminum floating dock, concrete floating dock, asphalt parking, sitework, and site electrical work.

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- 03-Aluminum Floating Dock System
- 03-Concrete Floating Dock System
- 16-Electrical

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(enter into your internet address bar)

<https://ram.brickftp.com/f/a851d9796>

Reprographic shops where plans are available:

- Seminole Blueprint, Tallahassee, FL
- The Blueprint Shop, Tallahassee, FL

**PLEASE CHECK OUR FTP SITE FOR
ADDENDA BEFORE TURNING IN
YOUR PROPOSAL. ACKNOWLEDGE
ALL ADDENDA ON YOUR PROPOSAL.**

SUBCONTRACTOR/SUPPLIER RESPONSE

YOUR COMPANY NAME: Bannerman Landscape **SCOPE OF WORK:** landscape

PHONE NUMBER: (850) 668 1189 **YES, I WILL BID** **NO, I WILL NOT BID**

YOUR NAME: Ben Banks **YOUR EMAIL:** info@bannermanlandscape.com

PLEASE RETURN REPLY BY FAX WITHIN 72 HOURS

RAM Construction & Development, LLC 29 RAM Blvd., Midway, FL 32343 **Ph: (850) 671-7267 Fax: (850) 671-2773**

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WMBE INVITATION TO BID



Proud Member

Please be advised that RAM Construction and Development, a general contractor (CGC062608), is soliciting subcontractor/supplier bids for the following project:

PROJECT NAME: Jackson View Landing, Boat Ramp and Park Amenities Project - Tallahassee FL

BIDS DUE BY - DATE: Tuesday, September 01, 2015

BY FAX: 850-671-2773 or EMAIL:

BIDS DUE BY - TIME: 11:00 AM EST

estimator@ramflorida.com

RAM Construction & Development encourages participation by minority businesses. Our aspirational goal for this project is 17% MBE and 9% WBE.

SUMMARY OF GENERAL SCOPE OF WORK

SITE IMPROVEMENTS

- NEW ASPHALT ENTRANCE WITH U.S. HIGHWAY 27 DECELERATION LANE AT PARK ENTRANCE
- PRE-FABRICATED CONCRETE BOAT RAMP ASSEMBLY
- CONCRETE APRON AT RAMP APPROACH
- FIXED AND FLOATING ALUMINUM DOCK
- INTERLOCKING PAVEMENT VEHICLE ACCESS, BOAT TRAILER PARKING AND VEHICLE OVERFLOW PARKING INCLUDING 2 ADA COMPLIANT SPACES
- RECREATION AREA WITH GREEN SPACE, TREX DECKING OBSERVATION DECK, PICNIC TABLES, BBQ GRILLS AND FAMILY RESTROOM
- NEW PARK SIGN, INFORMATION KIOSK AND DECORATIVE FENCING (AT RIGHT-OF-WAY ENTERING PROPERTY)

ESTIMATED QUANTITIES

- 4,945 SQ. FT. ASPHALT PAVING (ENTRANCE AND DECELERATION LANE)
- 7,264 SQ. FT. INTERLOCKING PAVERS (INTERNAL ROADWAY)
- 2,073 SQ. FT. INTERLOCKING PAVERS (BOAT TRAILER PARKING)
- 992 SQ. FT. INTERLOCKING PAVERS (OVERFLOW PARKING)
- 522 SQ. FT. CONCRETE WALK AND RAMP (AT FAMILY RESTROOM)
- 432 SQ. FT. CONCRETE APRON AT RAMP APPROACH
- 660 SQ. FT. PRE-FABRICATED CONCRETE BOAT RAMP (4 EA. 8' X 30' SECTIONS)
- 1,200 SQ. FT. FIXED ALUMINUM DOCK (2 EA. 8' X 100')
- 190 SQ. FT. FLOATING ALUMINUM DOCK (2 EA. 8' X 15')
- 3,261 SQ. FT. TREX DECKING
- 3 BENCHES (ON DECKING)
- 327 LINEAL FEET OF HANDRAIL (ALONG ELEVATED EDGE OF DECKING AND BETWEEN DECKING, RAMP AND VEHICLE PAVERS)
- 7 ADA COMPLIANT PICNIC TABLES (5 EA. IN GREEN SPACE, 2 EA. ON DECKING, BY OWNER)
- 400 SQ. FT. 9'X10' PICNIC TABLE BASS (5 EA. BY OWNER)
- 4 GRILLS IN GREEN SPACE (BY OWNER)
- 1 FAMILY RESTROOM (BY OWNER)
- 1 INFORMATIONAL KIOSK
- 1 PARK SIGN (BY OWNER)

SCOPES OF WORK INCLUDED:

- 02-Paving
- 02-Sitework
- 02-Fencing
- 02-Landscaping
- 02-Driven Timber Piles
- 03-Concrete
- 03-Aluminum Floating Dock System
- 03-Concrete Floating Dock System
- 16-Electrical

Plans, specs, and addenda may be viewed at our office or FTP site listed below: (enter into your internet address bar)

<https://ram.brickftp.com/f/8bbb2aaaa>

PLEASE CHECK OUR FTP SITE FOR ADDENDA BEFORE TURNING IN YOUR PROPOSAL. ACKNOWLEDGE ALL ADDENDA ON YOUR PROPOSAL.

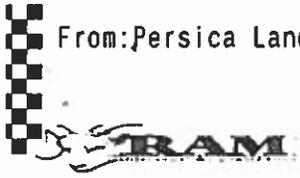
SUBCONTRACTOR/SUPPLIER RESPONSE

YOUR COMPANY NAME: Persica Landscape SCOPE OF WORK: Landscaping

PHONE NUMBER: (850) 519-6312 YES, I WILL BID NO, I WILL NOT BID

YOUR NAME: Jason Humphrey YOUR EMAIL: Jason@persica.com

PLEASE RETURN REPLY BY FAX WITHIN 72 HOURS



INVITATION TO BID



Please be advised that RAM Construction and Development, LLC, a general contractor (CGC062608), is soliciting subcontractor/supplier bids for the following project:

PROJECT NAME: Wakulla County - Shell Point Boat Ramp Phase I

BIDS DUE BY - DATE: Wednesday, August 26, 2015

BY FAX: 850-671-2773 or **EMAIL:**

BIDS DUE BY - TIME: 5:00 pm EDT

estimator@ramflorida.com

Bonded Project for subs: No

DESCRIPTION: New concrete boat ramp facility, bulkhead, timber piles, aluminum floating dock, concrete floating dock, asphalt parking, sitework, and site electrical work.

SCOPES OF WORK INCLUDED:

- 02-Paving
- 02-Sitework
- 02-Fencing
- 02-Landscaping
- 02-Driven Timber Piles
- 03-Concrete
- 03-Aluminum Floating Dock System
- 03-Concrete Floating Dock System
- 16-Electrical

Plans, specs, and addenda may be viewed at our office or at the FTP site listed below:
(enter into your internet address bar)

<https://ram.brickftp.com/f/a851d9796>

Reprographic shops where plans are available:

- Seminole Blueprint, Tallahassee, FL
- The Blueprint Shop, Tallahassee, FL

PLEASE CHECK OUR FTP SITE FOR ADDENDA BEFORE TURNING IN YOUR PORPOSAL. ACKNOWLEDGE ALL ADDENDA ON YOUR PROPOSAL.

SUBCONTRACTOR/SUPPLIER RESPONSE

YOUR COMPANY NAME: Persica Landscape-Nursery **SCOPE OF WORK:** Landscaping

PHONE NUMBER: (850) 519-6312 **YES, I WILL BID** **NO, I WILL NOT BID**

YOUR NAME: Jason Humphrey **YOUR EMAIL:** jason@persica.com

PLEASE RETURN REPLY BY FAX WITHIN 72 HOURS

RAM Construction & Development, LLC 20 RAM Blvd.; Midway, FL 32343 Ph: (850) 671-7267 Fax: (850) 671-2773

**LEON COUNTY PURCHASING DIVISION
 BID TABULATION SHEET
 BC-09-01-15-49**

Bid Title: Jackson View landing, Boat ramp & Park Amenities

Opening Date: Thursday, September 3, 2015 at 2:00 PM

Item/Vendor	RAM Const.	Allen's Excavation	
Manual Signature	yes	yes	
Addendum 1-4	yes	yes	
Affidavit of Immigration	yes	yes	
Tie Bid	yes	yes	
MWSBE	yes	yes	
EEO	yes	yes	
Insurance	yes	yes	
Certificate Debarment	yes	yes	
Trades	yes	yes	
Bond	yes	yes	
Total	\$ 653,000.00	\$ 683,273.00	
Alternate 1	10,000.00	12,350.00	
Alternate 2	-28,000.00	-48,517.00	
No Bid:			

Tabulated By: 

Joanne Jennings