

WAKULLA COUNTY BOARD OF COUNTY COMMISSIONERS



GENERAL CONTRACTING SERVICES FOR REPAIRS TO THE WAKULLA COUNTY WELCOME CENTER

Invitation to Bid Number: 2010-04

RESPONSES ARE DUE BY: April 15, 2010 at 2:00 p.m.

MAIL OR DELIVER RESPONSES TO:

Wakulla County Board of County Commissioners
Purchasing Office
3093 Crawfordville Highway
PO Box 1263
Crawfordville, FL 32326

Contact: Deborah DuBose at 850.926.9500 or via e-mail at ddubose@mywakulla.com
850.926.9006 FAX

OVERVIEW

Wakulla County, Florida, is accepting sealed written bids from qualified and interested firms that wish to provide General Contracting Services for the repair of the Wakulla County Welcome Center located in Panacea, FL. The successful bidder will provide the professional services described herein in support of the County. A firm may respond both as a joint venture and independently as a single bidder. If a joint venture response is rejected, no firm which has participated in the joint response can be considered to provide services unless it has separately submitted a response. All work will be contracted within the terms, conditions, scope of work and other applicable requirements set forth in this document.

Parties interested in preparing a response to this Invitation to Bid must complete the requirements set forth in the attached documents. Under the proposal process of Wakulla County, the conditions set forth herein are binding on the proposer as confirmed by the signature of an officer on the cover letter.

Wakulla County welcomes your response. The County reserves the right to reject any response found to be non-responsive, vague, or non-conforming. The County also reserves the right at any time to withdraw all or part of this request in order to protect its best interests. The County is not liable for any costs incurred by the party in preparing its response, nor is a response an offer to contract with the County. Pursuant to Chapter 119, Florida Statutes, all responses are subject to Florida's public records laws.

CALENDAR OF EVENTS

All times listed in the Calendar of Events are Eastern Daylight Time.

Release of Invitation to Bid	March 27, 2010
MANDATORY PRE-PROPOSAL MEETING (On-Site)	April 5, 2010 10:00 a.m. 1505 Coastal Highway, Panacea, FL 32346
Technical Questions due from prospective Bidders (Fax and e-mail acceptable)	April 6, 2010
Responses to questions due from the BoCC	April 8, 2010
Replies due and opened (FAX NOT ACCEPTABLE)	April 15, 2010 @ 2:00 p.m.
Posting of Rankings	April 19, 2010
Board consideration of intended Bidder award	April 19, 2010
Anticipated beginning of work	April 26, 2010

GENERAL INSTRUCTIONS TO BIDDERS:

Invitation to Bid (ITB) General Instructions:

1. Items listed on the checklist in this form and all other items required within this ITB must be executed and/or submitted in a sealed envelope. The outside of the envelope must clearly indicate the ITB number, the time and date specified for receipt (April 15, 2010 @ 2:00 P.M.) and the name and address of the Bidder. Address your sealed envelope as follows:

ITB #2010-04 – General Contracting Services for Repairs to the Wakulla County Welcome Center
Wakulla County
Wakulla County Board of County Commissioners
(Commissioners Complex)

Hand Delivered -- 3093 Crawfordville Highway, Crawfordville, FL 32327

Mailed -- Post Office Box 1263, Crawfordville, Florida 32326

2. Proposals must be typed or written in ink. No changes in or corrections will be allowed after the proposals are opened.
3. Proposals must contain one original containing the manual signature of an authorized representative of the company and three (3) additional copies. Original must be marked as such.
4. If a courier service is used, the bid document must be in a sealed marked envelope inside the shipping envelope. It is suggested that the bid be hand-delivered or sent "Certified Mail," to ensure receipt by the date and time indicated.
5. Firms responding to this ITB are expected to examine the specifications, all general and special conditions of the ITB prior to submission.

Questions related to this ITB must be received in writing by the contact person listed below by the time indicated in the Calendar of Events. The questions may be sent US mail, courier, e-mail, fax, or hand-delivered to the sole point of contact, listed below. No telephone calls will be accepted. Inquiries submitted after the period specified in the Calendar of Events will not be addressed. Answers to written questions received by the time and date listed in the Calendar of Events will be posted on the County's website at: www.mywakulla.com. It is the responsibility of all potential Bidders to monitor this site for any changing information prior to submitting a response.

NOTE – Submit questions in writing to:

Wakulla County Purchasing Office
Attention: Debbie DuBose
3093 Crawfordville Highway
Crawfordville, Florida 32327
FAX 850.926.9006
Email: ddubose@mywakulla.com

6. All prospective Offerors are hereby instructed not to contact any member of the Board of County Commissioners, County Administrator, or Wakulla County staff member other than the contact persons listed above regarding this solicitation or their submittal at any time prior to the final evaluation and recommended ranking by County staff for this project. Any such contact shall be cause for rejection of your submittal.
7. Bid Deposit Requirements.

- 7.1 No Bid shall be considered or accepted unless at the time of Bid filing the same shall be accompanied by a cashier's check, a certified check payable to the County on some bank or trust company located in the State of Florida insured by the Federal Deposit Insurance Corporation, or bid bond, in an amount not less than 5% of the Bid issued by a Surety authorized to issue such bonds in the State of Florida (collectively referred to herein as the "Bid Deposit"). The Bid Deposit shall be retained by the County as liquidated damages if the successful Bidder fails to execute and deliver to the County the construction agreement, or fails to deliver the required performance and payment bonds or certificates of insurance, all within ten (10) calendar days after receipt of the Notice of Award. The Attorney-in-fact who executes this bond on behalf of the Surety must attach a notarized copy of the Power of Attorney as evidence of its authority to bind the Surety. Where laws or regulations require certification by a resident agent shall also be provided. Bid Deposits of the three (3) lowest Bidders shall be held until the Agreement has been executed by the Successful Bidder and same has been delivered to the County together with the required bonds and insurances, after which all three (3) Bid Deposits shall be returned to the respective Bidders. All other Bid Deposits shall be released within ten (10) working days of the Bid Opening. No Bid shall be withdrawn within ninety (90) days after the public opening thereof. If a Bid is not accepted within ninety (90) days after the public opening, it shall be deemed rejected and the Bid Deposit shall be returned to Bidder as provided herein.
 - 7.2 The Successful Bidder shall execute three (3) copies of the Agreement and deliver same to the County within the time period noted above. The County shall execute all three (3) copies and return two fully executed copies of the Agreement to Successful Bidder within thirty (30) working days after receipt of the executed Agreement from Successful Bidder unless any governmental agency having funding control over the Project requires additional time, in which event the County shall have such additional time to execute the Agreement as may be reasonably necessary.
8. Signing of Bids
 - 8.1 Bids submitted by a corporation must be executed in the corporate name by the president or a vice president, and a corporate seal must be affixed and attested to by the secretary or assistant secretary of the corporation. The corporate address and state of incorporation must be shown below the signature.
 - 8.2 Bid proposals by a partnership must be executed in the partnership name and signed by a general partner whose title must appear under the signature and the official address of the partnership must be shown below said signature.
 - 8.3 If Bidder is an individual, his signature shall be inscribed.
 - 8.4 If signature is by an agent or other than an officer of corporation or general partner of partnership, a properly notarized power of attorney must be submitted with the Bid.
 - 8.5 All Bids shall have names typed or printed below all signatures.
 - 8.6 All Bids shall state the Bidder's contractor license number.
 - 8.7 Failure to follow the provisions of this section shall be grounds for rejecting the Bid as irregular or unauthorized.
 9. Withdrawal of Proposals

Any Bid may be withdrawn at any time prior to the hour fixed in the Legal Advertisement for the opening of Bids, provided that the withdrawal is requested in writing, properly executed by the Bidder and received by the County prior to Bid Opening. The withdrawal of a Bid will not prejudice the right of a Bidder to file a new Bid prior to the time specified for Bid opening.

10. Late Bids

Bids received after the scheduled receipt time will not be accepted and may be returned unopened to the sender.

11. Interpretation of Bidding Documents

11.1 No interpretation of the meaning of the plans, specifications or other Bidding Documents shall be made to a Bidder orally. Any such oral or other interpretations or clarifications shall be without legal affect. All requests for interpretations or clarifications shall be in writing, addressed to the County, to be given consideration. All such requests for interpretations or clarification must be received at least ten (10) calendar days prior the Bid opening date. Any and all such interpretations and supplemental instructions shall be in the form of written addendum which, if issued, shall be sent by mail to all known Bidders at their respective addresses furnished for such purposes no later than three (3) working days prior to the date fixed for the opening of Bids. Such written addenda shall be binding on Bidder and shall become a part of the Bidding Documents.

11.2 It shall be the responsibility of each Bidder to ascertain, prior to submitting his Bid that he has received all addenda issued and he shall acknowledge same in his Bid.

12. Examination of Site and Contract Documents

12.1 By executing and submitting a Bid, each Bidder certifies that the submitter has:

- a. Examined all Bidding Documents thoroughly;
- b. Visited the site to become familiar with local conditions that may in any manner affect performance of the Work;
- c. Become familiar with all federal, state and local laws, ordinances, rules, and regulations affecting performance of the Work; and
- d. Correlated all of his observations with the requirements of Bidding documents.

No plea of ignorance of conditions or difficulties that may exist or conditions or difficulties that may be encountered in the execution of the Work pursuant to these Bidding Documents as a result of failure to make the necessary examinations and investigations shall be accepted as an excuse for any failure or omission on the part of the Successful Bidder, nor shall they be accepted as a basis for any claims whatsoever for extra compensation or for an extension of time.

12.2 The County will make copies of surveys and reports performed in conjunction with this Project available to any Bidder requesting them at cost; provided, however, the County does not warrant or represent to any Bidder either the completeness or accuracy of any such surveys and reports. Before submitting his Bid, each Bidder shall, at his own expense, make such additional surveys and investigations as may be necessary to determine his Bid price for the performance of the Work within the terms of the Bidding Documents.

13. Material Requirements

It is the intention of these Bidding Documents to identify standard materials. When space is provided on the Bid Schedule, Bidders shall specify the materials which they propose to use in the Project. The County may declare any Bid non-responsive or irregular if such materials are not specifically named by Bidder.

14. Bid Quantities

Quantities given in the Bid Schedule, while estimated from the best information available, are approximate only. Payment for unit price items shall be based on the actual number of units installed for the Work. Bids shall be compared on the basis of number of units stated in the Bid Schedule as set forth in the Bidding Documents. Said unit prices shall be multiplied by the bid quantities for the total Bid price. Any Bid not conforming to this requirement may be rejected. Special attention to all Bidders is called to this provision, for should conditions make it necessary or prudent to revise the unit quantities, the unit prices will be fixed for such increased or decreased quantities. Compensation for such additive or subtractive changes in the quantities shall be limited to the unit prices in the Bid.

15. Insurance Requirements

The Bidder selected shall be required to comply with the insurance requirements included in the Construction Agreement, and provide a certificate of insurance verifying such compliance.

16. Award of Contract and Right to Protest

Award of a contract in the form Construction Agreement attached hereto as Attachment 18, shall be made to the lowest, responsive and responsible Bidder determined on the basis of the entire Bid, the ability of the Bidder to meet the project time table, and the County's investigations of the Bidder. When the contract is awarded by the County, such award shall be evidenced by a written document "Notice of Award," signed by the authorized representative of the County and delivered to the intended awardee by certified mail or other express delivery service, and a copy also provided to each bidder for the project.

Award of Contract will be made by the Board of County Commissioners in public session. Award recommendations will be posted outside the offices of the County at its Crawfordville address and on the County's website (www.mywakulla.com). Any Bidder who desires to formally protest the recommended contract award must file a notice of intent to protest with the County's Administrator within seventy two (72) hours (excluding weekends and holidays) of the date that the recommended award is posted. Upon filing of said notice of intent, the protesting party will have seven (7) days from the date of posting to file a formal protest and will be given instructions as to the form and content requirements of the formal protest. A copy of the "protest policy" is available at the offices of the County's Administrator.

For Bidders who may wish to receive copies of Bids after the Bid opening, the County reserves the right to recover all costs associated with the printing and distribution of such copies.

17. Sales Tax

The County is a political subdivision of the State of Florida and is exempt from the payment of Florida sales tax. Corporations, Individuals and other entities are impacted by Chapter 212, Florida Statutes according to the type of service, sale of commodity or other contractual arrangement to be made with the County. By submittal of a properly executed response to a procurement request from the County, the Bidder is acknowledging that he is aware of his statutory responsibilities for sales tax under Chapter 212, Florida Statutes.

The County is also exempt from most Federal excise taxes. By submittal of a properly executed response to a procurement request from the County, the Bidder is acknowledging that he is aware of his responsibilities for Federal excise taxes.

18. Exclusion of County Permits in Bid Prices

18.1 To ensure compliance with section 218.80, Florida Statutes, otherwise known as "The Public Bid Disclosure Act," the County will pay for all local County permits and fees, including license fees, permit fees, impact fees or inspection fees applicable to this work. Hence, bidders shall not include these permit/fee amounts in their bid offer. However, the successful bidder shall retain the responsibility to initiate and complete all necessary and

appropriate actions to obtain the required permits other than payment for the items identified in this section.

18.2 The successful Bidder shall be responsible for procuring and paying for all necessary permits not issued by the County pursuant to the prosecution of the work.

19. Public Entity Crimes

Section 287.133, Florida Statutes, provides:

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 tot 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 Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

Bidder shall complete and return the public entity crimes affidavit included in the Bidding Documents.

NOTE: ANY AND ALL CONDITIONS OR REQUIREMENTS ATTACHED HERETO, WHICH VARY FROM THE GENERAL INSTRUCTIONS FOR THIS ITB WILL TAKE PRECEDENT.

MANDATORY REQUIREMENTS:

The Board of County Commissioners has established certain mandatory requirements which must be included as part of any response. The use of the terms “shall”, “must” or “will” (except to indicate simple futurity) in this Invitation to Bid (ITB) indicate a mandatory requirement or condition. The words “should” or “may” in this ITB indicate desirable attributes or conditions, but are permissive in nature. Deviation from, or omissions of, such as a desirable feature will not by itself cause rejection of a proposal.

Replies which do not meet all material requirements of this ITB or which fail to provide all required information, documents, or materials will be rejected as non-responsive. Material requirements of the ITB are those set forth as mandatory, or without which an adequate analysis and comparison of replies is impossible, or those which affect the competitiveness of replies or the cost to the Board. Bidders whose replies, past performance or current status do not reflect the capability, integrity or reliability to perform fully and in good faith the requirements of the contract may be rejected as non-responsive.

The Board reserves the right to determine which replies meet the material requirements of the ITB, and which Bidders are responsible and/or responsive.

The County reserves the right to reject any and all Bids or to waive informalities and negotiate with the apparent lowest, qualified Bidder. Further, The County reserves the right to withdraw this solicitation at any time prior to final award of the contract. The County is not liable for any costs incurred by Bidder prior to issuance of the executed Agreement.

The County reserves the right to formally amend and/or clarify the requirements of the Bid Specifications where it deems necessary. Any such addendum/clarification shall be in writing and shall be distributed to all parties who receive the original bid specification and are eligible for consideration prior to the deadline for submission of proposals.

SCOPE OF SERVICES:

Wakulla County, Florida invites qualified firms or individuals to submit their proposals for consideration to repair the Wakulla County Welcome Center located in Panacea, FL. The repairs are as follows:

STRUCTURAL REPAIRS

Structural Overview

Some of the existing pile supports at the Welcome Center have sustained erosion damage, in some instances this erosion is severe. The proposed structural solution is to shore up the building, cut the existing piles below the damaged area, pour a continuous, reinforced concrete footer, and replace the exposed portion of the damaged piling. X-Bracing will also be employed to improve structural integrity.

Structural Scope of Services

- Damaged piles will be marked in the field. Contractor is to implement the proposed structural solution outlined in the attached drawings and notes.

The following is an overview of the proposed structural solution, and should not be assumed to be the complete repair:

- Existing structure is to be shored up.
- Existing concrete slab under the building is to be cut and removed to a minimum width of 24 inches.
- Area for the proposed footer is to be excavated.
- Damaged Piles are to be cut approx. 24" below the eroded areas (typically at grade) and the top portion of the piles removed and disposed of properly.
- Install rebar per plans.
- Form-up and pour concrete footer.
- Install 8-inch steel pipe.
- Custom weld bearing plate on top of proposed pile for connection and support of existing structure.
- Install cross bracing on new piles.
- Pour a concrete collar around other marked, existing piles.

ELECTRICAL REPAIRS

Electrical Overview

Due to years of exposure to the elements, the existing conduit and junction boxes housing the electrical wiring have deteriorated significantly. The intent of the proposed improvements will safely provide electrical service and protect the services from natural elements.

Electrical Scope of Services

- Contractor shall replace existing wiring and conduit under the existing structure.
- Wiring serving the existing lift station should also be re-routed underground per current code standards.
- There are no drawings for the proposed improvements; proposed conduit should match existing layout.

PLUMBING REPAIRS

Plumbing Overview

During the extreme low temperatures late last year and earlier this year, the existing water piping serving the building sustained extreme damage, springing multiple leaks. Proposed repairs are needed to restore service to the building, and protect against future failures.

Plumbing Scope of Services

- Contractor is to replace the existing water service exterior piping, fittings, and fixtures. Pipe is to be insulated to protect against exposure to natural elements.

- At this time, it appears the sanitary service is functioning satisfactorily, and no improvements are required.
- There are no drawings for the proposed improvements; proposed piping should match existing layout.

HVAC REPAIRS

HVAC Overview

Similar to the other repair items listed, the HVAC system is deteriorated. The intent of the proposed improvements is to re-establish service to the building, and protect service infrastructure from the elements.

HVAC Scope of Services

- Contractor is to replace existing air ducts from units to point of connection inside building. Contractor to include a cost for the cleaning of the interior duct work in bid.
- Contractor also should include costs for two (2)-five (5) ton A/C units to serve the existing structure. Units need to be commercial grade, and materials suitable for the salt air environment.
- Contractor can include an alternate line item (not included in total bid) for an optional A/C set up that may be more economically feasible and meet the needs of the existing building (ex: 7.5 ton unit for main floor; 1.5 ton unit for upstairs in lieu of the two five ton units. Or relocate units to top of building, etc.).
- No Drawings currently exist for the existing HVAC system.

MISC. REPAIRS

1. Contractor shall install insulation to the bottom of the structure (either underpinned or sprayed).
2. Contractor shall frame in bottom of structure to guard plumbing, electrical and HVAC improvements from exposure to elements. Finish will include sealant/materials necessary to retard water/salt air intrusion. Access to junction boxes, valves, etc. will have to be accommodated for future maintenance.
3. Contractor shall repair exterior of building to retard pests from inhabiting within the structure's walls.
4. Contractor shall install and maintain silt fencing along perimeter of disturbed areas in an attempt to keep sedimentation out of the marsh areas.
5. Contractor shall re-grade existing grading under the structure to facilitate positive drainage, and minimize standing water onsite after storm events.
6. Existing cooler facility shall be demolished and removed. Materials shall be discarded in accordance with governing federal, state, and local laws.

GENERAL ITEMS

1. Contractors bidding on repairs shall hold applicable state and local licenses/certifications.
2. All work shall be performed in conformance with the 2007 Florida Building Code.
3. Contractor shall compile detailed as-built drawings for the improvements.
4. Partial or conditional proposals will not be accepted. Bids must encompass all repairs listed above.
5. Winning bid will enter into contract negotiations with Wakulla County. The County will provide all direction on the project.

The County will consider the qualifications of each firm with regard to the services required by the County, and so may choose one firm according to which firm best fits the needs of the County.

METHOD OF PAYMENT

Payment for each entity's pay request will be made in accordance with the attached Construction Agreement.

CONTRACTOR RESPONSIBILITIES

The Contractor shall provide all labor, materials, and supplies to accomplish the improvements as stated in the Scope of Services and specifications in a timely manner in accordance with the contract period represented in this document. Contractors must meet all State and Federal permit requirements. The Contractor shall adhere to the terms and conditions of the attached Construction Agreement.

COMPLETION OF DELIVERABLES

As described in this ITB, the Contractor shall provide a timely completion of the deliverables listed as outlined under the terms and conditions of this bid and the Construction Agreement.

SUB-CONTRACTS

The Bidder will be the prime service provider and shall be responsible for all work performed and contract deliverables. The Bidder shall not enter into any subcontracts for the delivery of any services described in this contract without the prior written approval of the Project Manager. Proposed use of subcontracts should be included in the Bidder's bid. Requests for use of subcontracts received subsequent to the ITB process are subject to review and approval by the BoCC based on the terms described herein.

Task	Subcontractor
Structural Repair	
Electrical Repair	
Plumbing Repair	
HVAC Repair/Replacement	

HOW TO RESPOND TO THIS ITB

Copies of the specification documents can be obtained at 3093 Crawfordville Hwy, Crawfordville, FL 32327 or by calling 850.926.9500 to request a copy. All persons intending to respond to this Invitation to Bid are required to attend a mandatory pre-proposal meeting as listed on the Calendar of Events.

BID RESPONSE FORMAT

In responding to this ITB, each Bidder should review and account for all the requirements contained within this ITB.

The Bidder's response will consist of the following and follow the format listed:

Tab 1 - Title Page

The title page must include, at a minimum:

- The title and number of the ITB;
- The Bidder's name (person, organization and firm);
- The name of the organization to which the bid is submitted (Wakulla County Board of County Commissioners);
- The name, title, phone number and address of the person who can respond to inquiries regarding the bid; and
- The signature of the Bidder's authorized signatory.

Tab 2 - Attachments

Bid responses must include the following documents and certifications:

- **Response Transmittal Form (Last Page of ITB):** Bidders are required to complete, sign, and return the "Response Transmittal Form" with their response submittal. This form must be completed and signed by a representative who is authorized to contractually bind the Bidder.
- **Bidder's Qualification Statement (Attachment 2).** A representative who is authorized to contractually bind the Bidder must complete, sign and attach this form.

- **Reference Form (Attachment 3).** A representative who is authorized to contractually bind the Bidder must complete, sign and attach this form.
- **Public Entity Crimes (Attachment 4).** Completed, signed and attached by authorized individual for Bidder.
- **Bid Cost Sheet (Attachment 5).** Completed, signed, and attached by authorized individual for Bidder.
- **Equal Employment Opportunity (Attachment 6).** Completed, signed, and attached by authorized individual for Bidder.
- **Non-Collusion Affidavit (Attachment 7).** Completed, signed and attached.
- **Certification Regarding Debarment, Suspension (Attachment 8).** Completed, signed and attached.
- **Local Contractor Certification (Attachment 9)** Completed, signed and attached.
- **Drug Free Workplace Certification (Attachment 10)** Completed, signed and attached.
- **Disclosure Statement (Attachment 11)** Completed, signed and attached.
- **Identical Tie Bids (Attachment 12)** Completed, signed and attached.
- **Insurance Requirements (Attachment 13)** Completed, signed and attached.
- **Bid Bond (Attachment 14)** Completed, signed and attached.

The following additional documents are attached for your review and information and are incorporated herein:

- **Construction Agreement (Attachment 15)**

Bid Submission

Respondents shall submit all data in the formats specified in this ITB. The forms furnished must be used when submitting the bid. Forms are to be filled out in pen and ink or typewritten with alterations, with changes or amendments initialed. All forms must be signed and dated.

BIDS MUST BE RECEIVED AT OR BEFORE THE TIME AND DATE reflected on the timeline in the Calendar of Events of this ITB.

It is the Respondent's responsibility to assure their bid submittal is delivered at the proper place and time as required in this ITB. **The official date and time of receipt is the date and time the bid is stamped by the Wakulla County Board of County Commissioners.** Late replies will not be accepted.

Respondent's bids must state that their bid constitutes an offer that remains valid for at least 60 days after receipt of the bid.

IDENTICAL TIE BIDS

In accordance with section 287.087, Florida Statutes, preference shall be given to businesses with drug-free workplace programs. If two or more responses which are equal with respect to price, quality and service are received for the procurement of commodities or contractual services, a response received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Vendors/Contractors must complete the Drug Free Workplace form provided and return it with their response.

LOCAL PREFERENCE IN PURCHASING AND CONTRACTING

1. Preference in Invitation to Bid. In the purchasing of, or letting of contracts for procurement of, personal property, materials, contractual services, and construction of improvements to real property or existing structures for which an invitation to bid is developed, a local preference may be assigned as follows:
 - a. Individuals or firms which have a home office located within Wakulla, Leon, Gadsden or Jefferson County, and which meet all of the criteria for a local business as set forth in this article.
2. Local business definition: For purposes of this section, "local business" shall mean a business which:
 - a. Has had a fixed office or distribution point located in and having a street address within Wakulla, Leon, Gadsden or Jefferson County for at least six (6) months immediately prior to the issuance of the request for proposal by the County; and
 - b. Holds any business license required by Wakulla County; and
 - c. Is the principal offerer who is a single offeror; a business which is the prime contractor and not a subcontractor; or a partner or joint venture submitting an offer in conjunction with other businesses.
3. Certification: Any vendor claiming to be a local business as defined shall so certify in writing to the Purchasing Division. The certification shall provide all necessary information to meet the requirements of above. The Local Vendor Certification Form is enclosed. The purchasing agent shall not be required to verify the accuracy of any such certifications, and shall have the sole discretion to determine if a vendor meets the definition of a "local business".

EXECUTING A CONTRACT

The construction, interpretation, and performance of this solicitation, and all transactions under it shall be governed by the terms of the Construction Agreement, attached hereto as Attachment 15, and the laws of the State of Florida and Wakulla County.

The successful bidder will be required to obtain both a performance and payment bond prior to the signing of a contract and issuance of the Notice to Proceed.

CONTRACT PERIOD

The original contract period will begin upon notice of proceed (NTP). Within 60 days project will be substantially complete and original contract period will end 90 days after issuance of the Notice to Proceed.

CONTRACT RENEWAL

Any contract that may result from award of this solicitation will not be renewed.

OTHER IMPORTANT INFORMATION

SPECIAL ACCOMMODATIONS

Any person requiring special accommodations at the BoCC because of a disability should call the Board Purchasing Office at least five (5) working days prior to any pre-response conference, response opening, or meeting. If you are hearing or speech impaired, please contact the Board's Purchasing Office by using the Florida Relay Service, which can be reached at 1-800-955-8771 (TDD).

RESPONDENT'S RESPONSIBILITY

It is understood and the Respondent hereby agrees to be solely responsible for obtaining all labor and materials and determining the best methods that will be utilized to meet the intent of the specifications of this solicitation.

Any failure by the Contractor to acquaint themselves with the available information will not relieve them from responsibility for estimating properly the difficulty or cost of successfully performing the work.

ITB 2010-04 General Contracting Services for Repairs to the Wakulla County Welcome Center
DUE DATE: April 15, 2010 @ 2:00 p.m.

Respondents are expected to examine the specifications and all instructions pertaining to the required commodities/services. Failure to do so will be at Respondent's risk.

ADDITIONAL LEGAL REQUIREMENT

All corporations seeking to do business with the BoCC shall, at the time of submitting a response, be on file with the Department of State in accordance with provisions of Chapter 607, Florida Statutes; similarly, partnerships seeking to do business with the BoCC shall, at the time of submitting such response, have complied with the applicable provision of Chapter 620, Florida Statutes. For further information on required filing and forms, please go to the following sites: <http://sunbiz.org/index.html> or <http://www.dos.state.fl.us/doc/index.html>.

PRODUCT/SERVICE REQUIREMENTS

Any deviation from the scope of service/specifications indicated herein must be clearly pointed out; otherwise, it will be considered that items offered are in strict compliance with the scope of work/specifications, and the successful Bidder will be held responsible therefore. Deviations must be explained in detail on separate attached sheet(s).

ITB 2010-04 General Contracting Services for Repairs to the Wakulla County Welcome Center
DUE DATE: April 15, 2010 @ 2:00 p.m.

ITB CHECKLIST:

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

- _____ Completed ITB Response Sheet with Signature
- _____ Drawings and Specifications - Attachment 1
- _____ Bidders Qualification Statement - Attachment 2
- _____ Reference Form - Attachment 3
- _____ Public Entity Crimes Statement - Attachment 4
- _____ Bid Cost Sheet - Attachment 5
- _____ Equal Opportunity/Affirmative Action Statement - Attachment 6
- _____ Non-Collusion Affidavit - Attachment 7
- _____ Certification Regarding Debarment, Suspension - Attachment 8
- _____ Local Contractor Certification - Attachment 9
- _____ Drug Free Workplace Certification - Attachment 10
- _____ Disclosure Statement - Attachment 11
- _____ Identical Tie Bids - Attachment 12
- _____ Insurance Requirements - Attachment 13
- _____ Bid Bond - Attachment 14
- _____ Construction Agreement (for use by selected vendor) – Attachment 15

ITB RESPONSE SHEET

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

HOWARD KESSLER, M.D.
Chairman

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

(Firm Name)

BY : _____
(Authorized Representative)

(Printed or Typed Name)

ADDRESS : _____

TELEPHONE: _____

FAX: _____

ATTACHMENT 2

BIDDER'S QUALIFICATION STATEMENT

The undersigned guarantees the truth and accuracy of all statements and answers herein contained. Include additional sheets if necessary. Print in ink or type all answers.

General CONTRACTORS proposing to be qualified to perform the Work are advised that they must address each item of this sheet, giving full descriptions of the material and equipment that they propose to furnish. Any information omitted will be sufficient reason for refusal to qualify.

General CONTRACTOR's License No. _____ (attach copy).

Experience

1. How many years has your organization been in business as a general contractor?

2. Have you ever failed to complete the work awarded to you within the specified contract time in the last five (5) years? If so, where, when, and why? Attach sheet, if necessary.

3. Give names, addresses, and telephone numbers of three (3) individuals or corporations for which you have performed work and that can be contacted as a reference. Attach sheet, if necessary.

4. Complete the table below as fully as possible, describing projects similar in character and scope to the Work specified herein and which have been successfully completed during the past three (3) years.

Location and Type of Work	OWNER Name/City	Consulting Engineer	Year Completed	Contract Price

Location and Type of Work	OWNER Name/City	Consulting Engineer	Year Completed	Contract Price

General

5. Describe your present workload. Do you have any project underway which might interfere with the start of this Work and completion on schedule?

6. List all past litigations or arbitrations for the past five (5) years and final outcome. Fully describe the circumstances (use additional sheets if necessary).

7. Are you presently involved in any litigations or arbitration? If so, describe fully the circumstances and dollar amounts associated with litigation. Attach sheet, if necessary.

8. Use the following space to give a summary of the Financial Statement of your organization. (List assets and liabilities for the past five (5) years, and use additional sheet if necessary):

9. Has your corporation(s) been declared insolvent and/or had the bond pulled on a project?

10. State the true and exact, correct, and complete name under which you do business.
BIDDER
IS: _____

(Signature)

(Name)

(Title)

(Company)

(Date)

**ATTACHMENT 3
 REFERENCE FORM**

Respondent's Name: _____

Vendors are required to submit with their response three (3) references, with which they have provided similar services as requested in this solicitation. Vendors shall use this attachment to provide the required reference information. The BoCC reserves the right to contact any and all references in the course of this solicitation and make a responsibility determination, not subject to review or challenge.

FORMER CLIENTS-Provide Three (3)	
Company Name:	
Address:	
Contact Name:	
Alternate Contact Name:	
Phone:	
Email:	
Description of Work:	
Service Dates:	

Company Name:	
Address:	
Contact Name:	
Alternate Contact Name:	
Phone:	
Email:	
Description of Work:	
Service Dates:	

Company Name:	
Address:	
Contact Name:	
Alternate Contact Name:	
Phone:	
Email:	
Description of Work:	
Service Dates:	

Authorized Signature: _____

Title: _____

ATTACHMENT 4

SWORN STATEMENT UNDER SECTION 287.133(3)(a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to Wakulla County Board of County Commissioners

By _____
[print individual's name and title]

for _____
[print name of entity submitting sworn statement]

whose business address is:

and (if applicable) its Federal Employer Identification Number (FEIN) is . _____ (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement).

_____ .

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

a. A predecessor or successor of a person convicted of a public entity crime: or

b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. [Indicate which statement applies.]

_____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However there has been a subsequent proceeding before a hearing a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted contractor list. [Attach a copy of the final order.]

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

(Signature)

Sworn to and subscribed before me this _____ day of, 200__.

Personally known _____ OR Produced identification _____
(Type of identification)

NOTARY PUBLIC

Notary Public - State of _____

My commission expires: _____

Printed, typed, or stamped commissioned name of notary public

**ATTACHMENT 5
 BID COST SHEET**

SERVICES	BID AMOUNT
Structural Repairs (includes damaged piles; install rebar; pour concrete footer; install 8-inch steel pipe; weld bearing plate on top of proposed pile for connection & support of existing structure; install cross bracing on new piles; pour a concrete collar around other marked, existing piles, etc.)	
Electrical Repairs (Replace existing wiring and conduit under the existing structure; re-route existing wiring serving the lift station; conduit match, etc.)	
Plumbing Repairs (Replace existing water service exterior piping, fittings, fittings and fixtures with insulation, etc.)	
HVAC Repairs (Re-establish service to the building and protect service infrastructure from the elements, etc.)	
Miscellaneous Repairs (Install insulation to the bottom of the structure; repair exterior of building to retard pests; remove existing cooler facility; re-grade existing grading under the structure; install & maintain silt fencing along perimeter, etc.)	
TOTAL BID AMOUNT	

**ATTACHMENT 6
EQUAL OPPORTUNITY/AFFIRMATIVE ACTION STATEMENT**

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

2. The contractor agrees to comply with Executive Order 11246, as amended, and to comply with specific affirmative action obligations contained therein.

Signed: _____
Title: _____
Firm: _____
Address: _____

ATTACHMENT 7

NON-COLLUSION AFFIDAVIT

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

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

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

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

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

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

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

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

AFFIANT'S NAME AFFIANT'S TITLE

TAKEN, SWORN AND SUBSCRIBED TO BEFORE ME this _____ day of 20__.

Personally Known _____ or Produced Identification _____

Type of Identification _____

Notary Public

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

ATTACHMENT 8

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

Signature

Title

Contractor/Firm

Address

**ATTACHMENT 9
 LOCAL CONTRACTOR CERTIFICATION**

The undersigned, as a duly authorized representative of the contractor listed herein, certifies to the best of his/her knowledge and belief, that the contractor 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 Wakulla County for at least six (6) months immediately prior to the issuance of the request for competitive bids or Invitation to Bid by the County; and
- b) Holds any business license required by the County (please attach copies); and
- c) Employs at least one (1) full time employee, or two (2) part time employees whose primary residence is in Wakulla County, or, if the business has no employees, the business shall be at least fifty percent (50%) owned by one or more persons whose primary residence is in Wakulla County.

Please complete the following in support of the self-certification and submit copies of your County business licenses.

Business Name:	Phone:
Current Local Address:	Fax:
If the above address has been for less than six months, please provide the prior address:	
Length of time at this address	
Number of Employees and hours worked per week by each:	
Name and Address of owners who reside in Wakulla County and who in total own at least 50% or more of the business. Attach additional sheets as necessary	Percentage of ownership
1.	
2.	

_____ Firm does not currently hold a local contractor certification license.

 Signature of Authorized Representative _____ Date
 STATE OF _____
 COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____.
 By _____, of _____

 (Name of officer or agent, title of officer or agent) (Name of corporation acknowledging)
 a _____ corporation, on behalf of the corporation. He/she is personally
 (State or place of incorporation)
 known to me _____ or has produced _____ as
 identification. (type of identification)

 Notary Public

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

ATTACHMENT 10

DRUG FREE WORKPLACE CERTIFICATION

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more response which are equal with respect to quality, and service are received by the County or by any political subdivision for the procurement of commodities or contractual services, a response 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 responses 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, available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees from drug abuse violations.
- 3) Give each employee engaged in providing the commodities or contractual services that are under this solicitation a copy of the statement specified in subsection (1) above.
- 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 this solicitation, the employee will abide by the terms of the statement and will notify the employee 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 work place no later than five (5) days after such conviction.
- 5) Impose a sanction, on, or require the satisfactory participation in a drug abuse 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 that this firm complies fully with the above requirements.

VENDOR _____ TITLE _____

AUTHORIZED SIGNATURE _____ DATE _____

**ATTACHMENT 11
DISCLOSURE STATEMENT
CONFLICT OF INTEREST DISCLOSURE**

The award hereunder is subject to the provisions of Chapter 112, Florida Statutes. Respondents must disclose with their proposals whether any officer, director, employee or agent is also an officer or an employee of the Wakulla County Board of County Commissioners. All firms must disclose the name of any county officer or employee who owns, directly or indirectly, an interest of five percent (5%) or more in the Respondent's firm or any of its branches or affiliates. All Respondents must also disclose the name of any employee, agent, lobbyist, previous employee of the Board, or other person, who has received or will receive compensation of any kind, or who has registered or is required to register under Section 112.3215, Florida Statutes, in seeking to influence the actions of the Board in Connection with this procurement.

Names of Officer, Director, Employee or Agent that is also an Officer or Employee of Wakulla County:

_____	_____
_____	_____

Name of an State Officer or Employee that owns 5% or more in Respondent's firm:

_____	_____
_____	_____

Name

Company

Date

ATTACHMENT 12

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 quality and service are received by the County 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 contractors 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.

CONTRACTOR'S SIGNATURE

TITLE

ATTACHMENT 13

INSURANCE REQUIREMENTS

(1) The Contractor shall obtain and maintain such insurance as will protect it from: (1) claims under worker's compensation laws, disability benefit laws, or other similar employee benefit laws; (2) claims for damages because of bodily injury, occupational sickness or disease or death of his employees including claims insured by usual personal injury liability coverage; (3) claims for damages because of bodily injury, sickness or disease, or death of any person other than his employees including claims insured by usual personal injury liability coverage; and (4) from claims for injury to or destruction of tangible property including loss of use resulting there from -- any or all of which claims may arise out of, or result from, the services, work and operations carried out pursuant to and under the requirements of the Contract Documents, whether such services, work and operations be by the Contractor, its employees, or by subcontractor(s), or anyone employed by or under the supervision of any of them, or for whose acts any of them may be legally liable.

(2) This insurance shall be obtained and written for not less than the limits of liability specified hereinafter, or as required by law, whichever is greater.

(3) The Contractor shall require, and shall be responsible for assuring throughout the time the Agreement is in effect, that any and all of its subcontractors obtain and maintain until the completion of that subcontractor's work, such of the insurance coverages described herein as are required by law to be provided on behalf of their employees and others.

(4) The Contractor shall obtain, have and maintain during the entire period of the Agreement insurance policies, which contain the following information and provisions:

- (A) The name and type of policy and coverages provided;
- (B) The amount or limit applicable to each coverage provided;
- (C) The date of expiration of coverage;
- (D) The designation of the COUNTY as an additional insured and a certificate holder. (This requirement may be excepted for Worker's Compensation and professional liability Insurance.);
- (E) The following clause must appear on the Certificate of Insurance:

Should any material change occur in any of the above described policies or should any of said policies be canceled before the expiration date thereof, the issuing company will mail at least thirty (30) days written notice to the COUNTY.

(5) If the initial, or any subsequently issued Certificate of Insurance expires prior to the completion of the Work or termination of the Agreement, the Contractor shall furnish to the COUNTY, in triplicate, renewal or replacement Certificate(s) of Insurance not later than thirty (30) calendar days prior to the date of their expiration. Failure of the Contractor to provide the COUNTY with such renewal certificate(s) shall be considered justification for the COUNTY to terminate the Agreement.

(6) Contractor shall include the COUNTY, the COUNTY's agents, officers and employees in the Contractor's General Liability and Automobile Liability policies as additional insureds.

(7) If the COUNTY has any objection to the coverage afforded by other provisions of the insurance required to be purchased and maintained by Contractor in accordance with the requirements of the Contract Documents on the basis of its not complying with the Contract Documents, the COUNTY shall notify Contractor in writing thereof within thirty (30) days of the delivery of such certificates to the COUNTY. Contractor shall provide to the COUNTY such additional information with respect to its insurance as may be requested.

(8) The Contractor shall obtain and maintain the following insurance coverages as provided hereinbefore, and in the type, amounts and in conformance with the following minimum requirements:

WORKER'S COMPENSATION

State: Statutory
Applicable Federal:
 (e.g. Longshoremen's) Statutory
Employer's Liability: \$1,000,000.00

COMPREHENSIVE GENERAL LIABILITY

Bodily Injury: \$1,000,000.00 Each Occurrence
Property Damage: \$1,000,000.00 Each Occurrence

Comprehensive General Liability Insurance shall include:

Contractual Liability, Explosion, Collapse and Underground Coverages and Products and Completed Operations Coverages.

COMPREHENSIVE AUTOMOBILE LIABILITY

Bodily Injury: \$1,000,000.00 Each Occurrence
Property Damage: \$1,000,000.00 Each Occurrence

Comprehensive Automobile Liability shall include coverage for any owned auto, non-owned autos and hired autos.

**ATTACHMENT 14
QUOTE (or BID) BOND**

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, _____ as Principal, and _____, as Surety, are hereby held and firmly bound unto the _____, as OWNER in the penal sum of _____ for the payment of which, will and truly be made, we hereby jointly and severally bind ourselves, successors and assigns. Signed this ____ day of _____, 2010. The Condition of the above obligation is such that whereas the principal has submitted to Wakulla County Board of County Commissioners, a certain BID, attached hereto and hereby made a part hereof to enter into a contract in writing, for the construction of: **WAKULLA COUNTY WELCOME CENTER.**

NOW THEREFORE,

- (a) If said BID shall be rejected, or
- (b) If said BID shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attachment hereto (properly completed in accordance with said BID) and shall furnish a BOND for faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said BID, then this obligation shall be void, otherwise the same shall remain in force and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its BOND shall be in no way impaired or affected by any extension of the time within which the OWNER may accept such BID; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

Principal

Surety

By: _____

IMPORTANT - Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.