

BUCKHORN CREEK BRIDGE REPLACEMENT
Request for Quote 2009-019

WAKULLA COUNTY BOARD OF COUNTY COMMISSIONERS



BUCKHORN CREEK BRIDGE REPLACEMENT

Request for Quote 2009-019

RESPONSES ARE DUE BY: January 19, 2010 BY 2:00 pm, EST

MAIL OR DELIVER RESPONSES TO:

Wakulla County Board of County Commissioners
Purchasing Office
3093 Crawfordville Highway
PO Box 309
Crawfordville, FL 32327

Contacts:

For Procurement questions:

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

For Technical questions:

Mr. Brent Pell
Wakulla County Public Works at 850.926.7616 or via email at bpell@esginc.net
850.926.2890 FAX

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TECHNICAL SPECIFICATIONS

THE TECHNICAL SPECIFICATIONS FOR THIS PROJECT ARE GOVERNED BY THE FLORIDA DEPARTMENT OF TRANSPORTATION'S "STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION" (LATEST EDITION), DIVISION II AND III ONLY.

OVERVIEW

Wakulla County, Florida is accepting written quotes from interested companies to provide construction services for the construction of a new bridge across Buckhorn Creek in Sopchoppy, FL. All work will be contracted within the terms, conditions, scope of work and other applicable requirements set forth in the project contract, construction plans and specifications.

Parties interested in preparing a response to this RFQ must complete the requirements set forth in the attached documents. Under the Quote process of Wakulla County, the conditions set forth herein are binding to the submitting firm to the extent you confirm your acceptance by your binding signature, by an officer, on the cover letter.

Wakulla County welcomes your response. The County reserves the right to reject any Quote response found to be non-responsive, vague or non-conforming. The County reserves the right at any time to withdraw all or part of this Quote 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 your company. Pursuant to Chapter 119, Florida Statutes, all Quote responses are subject to open records laws.

This solicitation is being conducted under Section 4.7 Emergency Procurement of the Board of County Commissioners Purchasing Policy.

CALENDAR OF EVENTS

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

Release of Request for Quote	Tuesday, January 5, 2010
Requests for Information period	By January 12, 2010
Mandatory Pre-Quote Meeting	January 12, 2010, 2 pm EST (site visit)
Quotes due and opened	January 19, 2010 @ 2 pm EST
Posting of Intended Award	January 22, 2010
Anticipated beginning of work	January 25, 2010

MANDATORY REQUIREMENTS

The Board of County Commissioners (BoCC) 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 Request for Quote (RFQ) indicate a mandatory requirement or condition. The words "should" or "may" in this document indicate desirable

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attributes or conditions, but are permissive in nature. Deviation from, or omissions of, such a desirable feature will not by itself cause rejection of a Quote.

Replies which do not meet all material requirements of this Quote or which fail to provide all required information, documents, or materials will be rejected as non-responsive. Material requirements of the Quote 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. Respondents 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. All contractors must be FDOT pre-qualified and a copy of their current qualifications letter must be attached to the Quote.

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

SCOPE OF WORK

This project is the replacement of an existing one lane wooden bridge, with a 42' long, 14' wide, one-lane, concrete bridge. The project is located in Wakulla County, Florida, on Buckhorn Creek Road.

The new bridge shall be composed of Jersey barriers, a 24" thick poured-in-place concrete deck supported by spread footing and installation of sheet pile retention walls. Demolition and removal of the existing wood bridge, abutments, piling, guard rails, etc. are a part of this project. Additional details are available in the specifications available from Wakulla County Public Works located at 340 Trice Lane, Crawfordville, FL 32327.

The road will be closed to traffic to facilitate construction. Selected contractor in conjunction with Wakulla County will be responsible for maintenance of traffic (road diversion, etc.)

The Owner is the Wakulla County Board of County Commissioners.

MANDATORY PRE-BID CONFERENCE

A **MANDATORY** pre-bid conference will be held on January 12, 2009 at 2:00 p.m. This conference will be held at the bridge site located at 307 Buckhorn Creek Road, Sopchoppy, FL (see link) <http://maps.google.com/maps?q=30.040232,-84.469982&num=1&t=h&sl=30.059925,-84.488792&sspn=0.019315,0.032015&gl=us&hl=en&ie=UTF8&ll=30.040306,-84.468749&spn=0.004467,0.009624&z=17>

The BoCC will post a notice for the conference on the County's website: www.mywakulla.com

All vendors intending to submit a quote must attend this conference in order to submit a quote. Failure to attend the entire conference will render the Respondent's bid non-responsive and will result in rejection of the Respondent's proposal. A vendor shall attend the entire meeting from

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beginning to end to be considered compliant to the required attendance. Vendors arriving over 5 minutes late will not be considered responsive and may not submit a quote.

METHOD OF PAYMENT

Payment for each entity's pay request will be made upon the Project Manager's determination that the tasks as described in the pay request have been satisfactorily completed. Should the BOCC not accept a deliverable/task, the Project Manager will notify the contractor(s) in writing of such rejection and provide the reason(s) for rejecting the deliverable/task. Contractor may submit one (1) pay application request per month during the life of the project.

CONTRACTOR RESPONSIBILITIES

The contractor shall provide the improvements required by the Construction Documents and Specifications on a timely manner in accordance with the contract period represented in this document. Contractors must meet all Local, State and Federal permit requirements.

Completion of Deliverables

As described in this RFQ, Timelines and Deliverables, the Contractor shall provide a timely completion of the deliverables listed as outlined under the terms and conditions of this Quote. The Contractor must report all extenuating circumstances and request exceptions in writing to the Project Manager for consideration immediately upon discovering that the terms of services will not be met in a particular area. Any exceptions not submitted and approved in writing, as specified herein, will be assessed the applicable liquidated damages as described in this RFQ.

Sub-Contracts

See Attachment # 6 for additional information regarding sub-contractors.

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WAKULLA COUNTY

BOARD OF COUNTY COMMISSIONERS RESPONSIBILITIES

The Wakulla County BOCC shall provide the contractor with all permitting (excluding NPDES), geotechnical reports, geotechnical documents, construction documents and specifications deemed applicable to the project.

HOW TO RESPOND TO THIS RFQ

Copies of the construction documents and Quote specifications can be obtained at Wakulla County Public Works located at 340 Trice Lane, Crawfordville, FL 32327. Please call ahead at 850.926.7616 to request a copy. Copies are \$100 per set. Make check payable to Preble-Rish, Inc.

QUOTE RESPONSE FORMAT

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

The Respondent's Quote 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 RFQ;
- The Respondent's name (person, organization and firm);
- The name of the organization to which the Quote 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 Quote; and
- The signature of the Respondent's authorized signatory.

Tab 2 - Attachments

Quote responses must include the following documents and certifications:

- **Response Transmittal Form (Attachment 1):** Respondents 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 Respondent.
- **Reference Form (Attachment 2).** A representative who is authorized to contractually bind the Respondent must complete, sign and attach this form.
- **Quote Cost Sheet (Attachment 3).** A representative who is authorized to contractually bind the Respondent must complete, sign and attach this form.

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- **Drug Free Workplace Certification (Attachment 4).** Completed, signed and attached by authorized individual for Respondent.
- **Disclosure Statement/Conflict of Interest (Attachment 5).** Completed, signed, and attached by authorized individual for Respondent.
- **List of Subcontractors (Attachment 6).** Completed, signed and attached.
- **Insurance Document/Information (Attachment 7).**
- **Performance Bond (Attachment 8).** Completed, signed and attached.
- **Payment Bond (Attachment 9).** Completed, signed and attached.
- **Checklist (Attachment 10).**

Quote Submission

All Quotes must be either faxed or submitted in a sealed envelope and shall be clearly marked on the outside with the solicitation number, date and time of Quote opening for which the Quote is intended. The BoCC is not responsible for the opening of any envelope which is not properly marked.

Respondents shall submit all data in the formats specified in this RFQ. The forms furnished must be used when submitting the Quote. 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.

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

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

Respondent's Quotes must state that their Quote constitutes an offer that remains valid for at least 60 days after receipt of the Quote. Quotes must be sent by Fax, U.S. Mail, Courier, or Hand Delivered to the location indicated below:

Wakulla County Board of County Commissioners

Attn: Debbie DuBose

3093 Crawfordville Highway

Post Office Box 309

Crawfordville, FL 32327

Fax: 850.926.9006

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The face of the envelope shall clearly state the solicitation number and title and also reflect the Quote opening date and time. (If a courier service is used, the Quote document must be in a sealed marked envelope inside the shipping envelope.) It is suggested that the Quote is hand delivered or sent "Certified Mail", to ensure receipt by the date and time indicated.

Inquiries

Questions related to this RFQ 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 emailed to attendees of the mandatory Pre-Bid meeting listed in the Calendar of Events.

NOTE – Submit questions in writing either by hand at the Pre-bid meeting or to:

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

Respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the BoCC posting the notice of intended award, any employee or Board Member concerning any aspect of this solicitation, except in writing to the procurement officer as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response.

AWARD

This solicitation will be awarded on an **all or none basis to the responsive, responsible respondent providing the lowest total overall cost and meeting the project time table for the original contract period.** The final contract price will be the original response price, if an award is made. The Board reserves the right to make all awards pursuant to the Request for Quote.

Responses that do not meet the requirements specified in this RFQ will be considered non-responsive or not responsible as applicable. In the best interest of Wakulla County, the Board reserves the right to reject any and all responses or waive any minor irregularity or technicality in responses received. Respondents are cautioned to make no assumptions unless their response has been deemed responsive.

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A printed copy of the Response tabulation will be posted at the Board's Administrative Offices and on the county's website (www.mywakulla.com). A copy will also be available upon written request to the Purchasing Office. Each written request must contain a self-addressed, stamped envelope and must reference the solicitation title and number.

Identical Tie Quotes

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. Vendor/Contractors must complete the Drug Free Workplace form provided and return it with their response to qualify for this preference.

In the event that all tied vendors submitted the Drug Free Workplace Certification, award shall be determined by using the number of valid vendor complaints on file or by lot; except that the response that relates to commodities manufactured within this State shall be given preference.

EXECUTING A CONTRACT

The construction, interpretation, and performance of this solicitation, and all transactions under it shall be governed by the laws of the State of Florida and Wakulla County. The contract documents shall include all terms and conditions of this solicitation, any addenda, response, and the BoCC's contract issued as a result of this solicitation.

CONTRACT PERIOD

The original contract period will begin upon issuance of the notice of proceed (NTP). The original contract period will end 60 days after NTP.

CONTRACT RENEWAL

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

LICENSES, PERMITS AND TAXES

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.

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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.

To ensure compliance with Section 218.80, F.S., 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.

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

Also, the Contractor shall comply with all federal, state and local codes, laws, ordinances, regulations and other requirements applicable to the work specified at no additional cost to the BoCC.

CONTRACTOR'S RESPONSIBILITIES UPON TERMINATION

After receipt of a Notice of Termination, and except as otherwise specified by the BoCC, Contractor shall:

1. Stop work under the contract on the date, and to the extent specified, in the notice.
2. Complete performance of such part of the work as shall not have been terminated by the BoCC.
3. Take such action as may be necessary, or as the BoCC may specify, to protect and preserve any property related to any contract that results from this RFQ which is in the possession of the Contractor and in which the BoCC has or may acquire an interest.
4. Upon the effective date of termination of the contract, the Contractor shall transfer, assign, and make available to the BoCC all property and materials belonging to the BoCC. No extra compensation will be paid to the Contractor for its services in connection with such transfer or assignment.

LIQUIDATED DAMAGES FOR FAILURE TO COMPLETE ON TIME

1. In as much as failure to complete the project within the time established in this RFQ herein will result in substantial injury to the BoCC, and as damages arising from such failure cannot be calculated with any degree of certainty, it is hereby agreed that if the project is not completed, within such further time, if any, as in accordance with the provision of the Contract Documents shall be allowed for such substantial completion, the Contractor shall pay to the BoCC as liquidated damages for such delay, and not as a penalty \$1,000.00 dollars for each and every calendar day elapsing between the date fixed for substantial completion of any

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stage of the project and the date such completion shall be fully accomplished. Said liquidated damages shall be payable in addition to any excess expenses or costs payable by the Contractor to the BoCC under this provision shall not exclude the recovery of damages by provisions of the Contract Documents, except for Contractor's delays.

2. This provision for liquidated damages for delay shall in no manner affect the BoCC's right to terminate the Contract as provided elsewhere in the Contract Documents. The BoCC's exercise of the right to terminate shall not release the Contractor from his obligation to pay said liquidated damages in the amount stated in this document.
3. It is further agreed that the BoCC may deduct from the balance retained by the BoCC under the provisions provided for or such portion thereof as the said retained balance will cover.

LIQUIDATED DAMAGES WHEN BOCC TERMINATES CONTRACT

The Board is entitled to completion of the project within the time fixed stated in this document hereof. In the event of termination of the Contract by the Board prior to completion as provided in the contract, the Contractor shall be liable to the Board for the expenses for additional managerial and administrative services provided to complete the project, and for the per diem liquidated damages provided for.

OTHER IMPORTANT INFORMATION

RESPONDENT'S RESPONSIBILITY

It is understood and the Respondent hereby agrees to be solely responsible for obtaining all 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.

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,

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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 vendor will be held responsible therefore. Deviations must be explained in detail on separate attached sheet(s).

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ATTACHMENT 1

Wakulla County Board of County Commissioners
Purchasing Office
3093 Crawfordville Highway
Post Office Box 309
Crawfordville, FL 32327

QUOTE TRANSMITTAL

.....
COMPLETE AND RETURN THIS FORM
WITH THE ORIGINAL QUOTE
.....

Request for Quote Number: 2009-019

Title: Buckhorn Creek Bridge Replacement

Date & Time of Quote Opening: January 19, 2010 @ 2:00 p.m.

Company Name: _____

Contact Person: _____

Address: _____

City, State, Zip: _____

Federal Employer ID Number: _____

Telephone: () _____ Fax Number () _____

Internet E-Mail Address: _____

Authorized Signature (Manual): _____ Date: _____

Authorized Signature (Typed) and Title: _____

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**ATTACHMENT 2
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 Board 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. (Please provide at least 2 Contact Names.)

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: _____

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ATTACHMENT 3
PRICE QUOTE PAGE

Required Completion Date	4/1/2010
TOTAL PRICE QUOTE	

Please see the Quote Schedule included with the Construction Documents and Specifications for a more detailed breakdown of these items.

The Required Completion Dates cannot and will not be extended. Quotes which cannot meet these schedules will not be accepted.

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ATTACHMENT 4
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 price, quality, and service are received by the State 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 _____

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**ATTACHMENT 5
DISCLOSURE STATEMENT
CONFLICT OF INTEREST DISCLOSURE**

The award hereunder is subject to the provisions of Chapter 112, Florida Statutes. Respondents must disclose with their Quotes whether any officer, director, employee or agent is also an officer or an employee of the Board of County Commissioners. All firms must disclose the name of any state 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 Employee of the Board:

Name of a County Employee that owns 5% or more in Respondent's firm:

Not applicable: _____

Name

Company

Date

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**ATTACHMENT 6
LIST OF SUBCONTRACTORS**

Each Respondent shall submit with their response a list of the subcontractors who will perform work under the contract(s) that results from this solicitation. The Respondent shall have determined to their own complete satisfaction that a listed subcontractor has been successfully engaged in like construction services and is qualified to provide the services for which he/she is listed. Respondent is responsible for quality, workmanship and timeliness of sub-contractor's performance.

In the event that no subcontractor will be used, this list shall be returned indicating "No Subcontractors will be used."

NO SUBCONTRACTORS WILL BE USED: _____
Signature and Date of Authorized Representative

Subcontractor Name:	
Business Type:	
Address:	
City and Zip	
Phone #	
Licenses #	

Subcontractor Name:	
Business Type:	
Address:	
City and Zip	
Phone:	
License #	

Subcontractor Name:	
Business Type:	
Address:	
City and Zip	
Phone #	
Licenses #	

Subcontractor Name:	
Business Type:	
Address:	
City and Zip	
Phone:	
License #	

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**PERFORMANCE BOND
Attachment 8**

KNOW ALL PERSONS BY THESE PRESENTS: that

(Name of Contractor)

(Address of Contractor)

a _____, hereinafter called Principal and
(Corporation, Partnership, or Individual)

(Name of Surety)

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto:

Wakulla County Board of County Commissioners (Name of Owner)

3093 Crawfordville Hwy, Crawfordville, FL 32327

(Address of Owner)

hereinafter called OWNER in the total aggregate penal sum of

_____ Dollars (\$_____)

for Contract in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the _____ day of _____, 2010, a copy of which is hereto attached and made a part hereof for the construction of:

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the OWNER, with or without notice to the SURETY and during the one year guaranty period and if the PRINCIPAL shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the OWNER from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the OWNER all outlay and expense which the OWNER may

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incur in making good any default, then this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said SURETY, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to WORK to be performed thereunder or the SPECIFICATIONS accompanying same shall in any way affect its obligation on this BOND, and does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that it is expressly agreed that the BOND shall be amended automatically and immediately, without formal and separate amendments hereto, upon amendment to the Contract not increasing the contract price more than twenty percent, so as to bind the PRINCIPAL and the SURETY to the full and faithful performance of the CONTRACT as so amended. The term "Amendment", wherever used in this BOND, and whether referring to this BOND, or the CONTRACT DOCUMENTS, shall include any alteration, addition, extension or modification of any character whatsoever.

PROVIDED, FURTHER, that no final settlement between the OWNER and the PRINCIPAL shall abridge the right of the other beneficiary hereunder, whose claim may be unsatisfied. The OWNER is the only beneficiary hereunder.

IN WITNESS WHEREOF, this instrument is executed in _____ (Number) counterparts, each one of which shall be deemed an original, this the _____ day of _____, 2010.

Principal

(Principal) Secretary

(SEAL)

BY: _____

(Address)

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Witness as to Principal

(Address)

(Surety)

ATTEST:

Witness to Surety

(Address)

BY _____
Attorney-In-Fact

(Address)

NOTE: Date of BOND must not be prior to date of Contract.

If CONTRACTOR is partnership, all partners should execute BOND.

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.

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PAYMENT BOND
Attachment 9

KNOW ALL PERSONS BY THESE PRESENTS: that

(Name of Contractor)

(Address of Contractor)

a _____, hereinafter called Principal
and (Corporation, Partnership or Individual)

(Name of Surety)

hereinafter called SURETY, are held and firmly bound unto:

Wakulla County Board of County Commissioners

(Name of Owner)

3093 Crawfordville Hwy, Crawfordville, FL 32327

(Address of Owner)

hereinafter called OWNER, and unto all persons, firms and corporations who or which may furnish labor, or who furnish materials to perform as described under the contract and to their successors and assigns in the total aggregate penal sum of _____

Dollars (\$ _____) for Contract in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the PRINCIPAL entered into a certain contract with the OWNER, dated the ____ day of _____, 2010, a copy of which is hereto attached and made a part hereof for the construction of :

BUCKHORN CREEK BRIDGE REPLACEMENT

NOW, THEREFORE, if the PRINCIPAL shall properly make payment to all persons, firms, and corporations furnishing materials for or performing labor in the prosecution of the WORK provided for in such contract, and any authorized extensions or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such WORK, and for all labor cost incurred in such WORK including that by a SUBCONTRACTOR, and to any mechanic or material man lienholder whether it acquires its lien by operation of State or Federal law; then this obligation shall be void, otherwise to remain in full force and effect.

**BUCKHORN CREEK BRIDGE REPLACEMENT
Request for Quote 2009-019**

PROVIDED, that beneficiaries or claimants hereunder shall be limited to the SUBCONTRACTORS, and persons, firms and corporations having a direct contract with the PRINCIPAL or its SUBCONTRACTORS.

PROVIDED, FURTHER, that said Surety for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to WORK to be performed thereunder or SPECIFICATIONS accompanying the same shall in any way affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of this contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no suit or action shall be commenced hereunder by any claimant: (a) Unless claimant, other than one having a direct contract with the PRINCIPAL, shall have given written notice to any two of the following: The PRINCIPAL, the OWNER, or the SURETY above named within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the PRINCIPAL, OWNER, or SURETY, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer. (b) After expiration of one (1) year following the date of which PRINCIPAL ceased work on said CONTRACT, is being understood, however, that if any limitation embodied in the BOND is prohibited by any law controlling the construction hereof, such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

PROVIDED, FURTHER, that it is expressly agreed that this BOND shall be deemed amended automatically and immediately, without formal and separate amendments hereto, upon amendment to the Contract not increasing the contract price more than twenty percent so as to bind the PRINCIPAL and the SURETY to the full and faithful performance of the Contract as so amended. The term "Amendment", wherever used in this BOND and whether referring to this BOND, or the CONTRACT DOCUMENTS shall include any alteration, addition, extension or modification of any character whatsoever.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

WITNESS WHEREOF, this instrument is executed in _____ (Number) counterparts, each one of which shall be deemed an original, this the _____ day of _____, 2010.

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(Principal) Secretary

(SEAL)

Witness as to Principal

(Address)

ATTEST:

Witness as to Surety

(Address)

Principal

BY _____

(Address)

(Surety)

BY _____
Attorney-In-Fact

(Address)

NOTE: Date of BOND must not be prior to date of Contract.

If CONTRACTOR is partnership, all partners should execute BOND.

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.

ATTACHMENT 10

QUOTE CHECKLIST

(THIS FORM DOES NOT NEED TO BE RETURNED WITH YOUR RESPONSE)

This Checklist is provided as a guideline, only, to assist Respondents in preparation of their response. Included are some important matters that the Respondent should check. This checklist is just a guideline, and is not intended to include all matters required by the RFQ. Respondents are responsible to read and comply with the RFQ in its entirety.

Check off each of the following:

- 1. The Response Transmittal Form has been completed, manually signed, and enclosed in the original response.
- 2. The Reference Form (Attachment 2) has been completed with three references as required in solicitation.
- 3. The Cost Sheet (Attachment 3) has been completed, reviewed for accuracy and signed by authorized representative who is authorized to contractually bind the Respondent.
- 4. The Drug Free Workplace Certification (Attachment 4), Disclosure Form (Attachment 5).
- 5. The List of Sub-Contractors, if applicable (Attachment 6) has been completed, signed, and attached if applicable.
- 6. Insurance Coverage Statement (Attachment 7)
- 7..The Technical Specifications section has been thoroughly reviewed for compliance to the solicitation requirements.
- 9. The original response must be received, at the location specified, prior to the Quote Opening Date and Time designated in the Request for Quote Document.
- 10. On the lower left hand corner of the envelope transmitting your original response, write in the following information:

Solicitation Number: 2009-019

Title: Buckhorn Creek Bridge Replacement

Quote Opening Date & Time: January 19, 2010 @ 2:00 p.m.