

**ESCAMBIA COUNTY FLORIDA  
INVITATION TO BID  
BIDDER'S CHECKLIST  
AIRWAY DRIVE SIDEWALK & DRAINAGE PROJECT  
SPECIFICATION PD 09-10.074**

• HOW TO SUBMIT YOUR BID

PLEASE REVIEW THIS DOCUMENT CAREFULLY. OFFERS THAT ARE ACCEPTED BY THE COUNTY ARE BINDING CONTRACTS. **INCOMPLETE BIDS ARE NOT ACCEPTABLE.** ALL DOCUMENTS AND SUBMITTALS SHALL BE RECEIVED BY THE OFFICE OF PURCHASING ON OR BEFORE DATE AND HOUR FOR SPECIFIED FOR RECEIPT. LATE BIDS WILL BE RETURNED UNOPENED.

*\* Documents submitted with Bids are to be on the forms provided in the Invitation to Bid and photocopies of other required documents*

**THE FOLLOWING DOCUMENTS SHALL BE RETURNED WITH BID:**

- SOLICITATION, OFFER AND AWARD FORM (IN DUPLICATE WITH ORIGINAL SIGNATURE)
- BID FORMS (IN DUPLICATE WITH ORIGINAL SIGNATURE)
- BID SURETY (BOND, CHECK, ETC.)

**THE FOLLOWING DOCUMENTS SHOULD BE RETURNED WITH BID**

- SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(A), FLORIDA STATUTES, ON ENTITY CRIMES
- DRUG-FREE WORKPLACE FORM
- INFORMATION SHEET FOR TRANSACTIONS AND CONVEYANCES CORPORATE IDENTIFICATION
- CERTIFICATE OF AUTHORITY TO DO BUSINESS FROM THE STATE OF FLORIDA OCCUPATIONAL LICENSE
- FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION – LICENSE(S), CERTIFICATION(S) AND/OR REGISTRATION(S)
- CERTIFICATE OF COMPETENCY

**BEFORE YOU SUBMIT YOUR BID, HAVE YOU:**

PLACED YOUR BID WITH ALL REQUIRED SUBMITTAL ITEMS IN A SEALED ENVELOPE CLEARLY MARKED FOR SPECIFICATION NUMBER, PROJECT NAME, NAME OF BIDDER, AND DUE DATE AND TIME OF BID RECEIPT?

**THE FOLLOWING SUBMITTALS ARE REQUIRED UPON NOTICE OF AWARD:**

CERTIFICATE OF INSURANCE  
PAYMENT AND PERFORMANCE BONDS

**HOW TO SUBMIT A NO BID**

IF YOU DO NOT WISH TO BID AT THIS TIME, PLEASE REMOVE THE BIDDER SOLICITATION, OFFER AND AWARD FORM FROM THE BID SOLICITATION PACKAGE AND ENTER NO BID IN THE "**REASON FOR NO BID**" BLOCK, YOUR COMPANY'S NAME, ADDRESS, SIGNATURE, AND RETURN THE BIDDER SOLICITATION, OFFER AND AWARD FORM IN A SEALED ENVELOPE. THIS WILL ENSURE YOUR COMPANY'S ACTIVE STATUS IN OUR BIDDER'S LIST.

**THIS FORM IS FOR YOUR CONVENIENCE TO ASSIST IN FILLING OUT YOUR  
BID ONLY. DO NOT RETURN WITH YOUR BID**

**ESCAMBIA COUNTY  
FLORIDA**

**INVITATION TO BIDDERS**

**AIRWAY DRIVE SIDEWALK & DRAINAGE PROJECT**

**SPECIFICATION NUMBER PD 09-10.074**

Pre-Solicitation Meeting will be held at 9:00 a.m., CDT Wednesday, August 25, 2010 in the  
Office of Purchasing Conference Room 11.407, Matt Langley Bell III, Building  
213 Palafox Place 2<sup>nd</sup> Floor Pensacola, FL 32502

BIDS WILL BE RECEIVED UNTIL: 3:00 p.m., CDT, Wednesday, September 8, 2010

**Office of Purchasing, Room 11.101  
213 Palafox Place, Pensacola, FL 32502  
Matt Langley Bell III Building  
Post Office Box 1591  
Pensacola, FL 32591-1591**

**Board of County Commissioners**

**Grover Robinson, IV, Chairman  
Kevin W. White, Vice Chairman  
Gene Valentino  
Marie K. Young  
Wilson Robertson**

**Procurement Assistance:**

Bob Dennis, MABA, CPPB  
Purchasing Specialist  
Office of Purchasing  
2<sup>nd</sup> Floor, Matt Langley Bell, III Building  
213 Palafox Place  
Pensacola, FL 32502  
Tel: (850) 595-4980  
Fax: (850) 595-4805

**Technical Assistance:**

Chris Curb  
Project Manager  
Public Works Bureau/  
Engineering Division  
1190 W. Leonard Street  
Pensacola, FL 32501  
Tel: (850) 595-3434  
Fax: (850) 595-3444

**SPECIAL ACCOMMODATIONS:**

**Any person requiring special accommodations to attend or participate, pursuant to the Americans with Disabilities Act, should call the Office of Purchasing, (850) 595-4980 at least five (5) working days prior to the solicitation opening. If you are hearing or speech impaired, please contact the Office of Purchasing at (850) 595-4684 (TTY).**

**NOTICE**

**It is the specific legislative intent of the Board of County Commissioners that NO CONTRACT under this solicitation shall be formed between Escambia County and the awardee vendor until such time as the contract is executed by the last party to the transaction.**

**AIRWAY DRIVE SIDEWALK & DRAINAGE PROJECT  
PD 09-10.074**

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**Forms marked with a (\*\* Double Asterisk) should be returned with Offer.**

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**SIGN AND RETURN THIS FORM WITH YOUR BIDS\*\***  
**SOLICITATION, OFFER AND AWARD FORM** ESCAMBIA COUNTY FLORIDA

**SUBMIT OFFERS TO:**  
**BOB DENNIS, MABA, CPPB**  
**Purchasing Specialist**

**Invitation to Bid**

Office of Purchasing, 2nd Floor, Room 11.101  
 213 Palafox Place, Pensacola, FL 32502  
 Post Office Box 1591, Pensacola, FL 32591-1591  
 Phone No: (850)595-4980 Fax No: (850) 595-4805

**AIRWAY DRIVE SIDEWALK &  
 DRAINAGE PROJECT**  
**SOLICITATION NUMBER:**  
**PD 09-10.074**

**SOLICITATION**

MAILING DATE: Monday, August 2, 2010  
 PRE-BID CONFERENCE: 9:00 a.m., CDT, Wednesday, August 25, 2010  
 OFFERS WILL BE RECEIVED UNTIL: 3:00 p.m., CDT, Wednesday, September 8, 2010 and may not be withdrawn within 90 days after such date and time.

**POSTING OF SOLICITATION TABULATIONS**

Solicitation tabulations with recommended awards will be posted for review by interested parties at the County Office of Purchasing and will remain posted for a period of two (2) business days. Failure to file a protest in writing within two (2) business days after posting of the solicitation tabulation shall constitute a waiver of any protest relating to this solicitation. All protests must be filed with the Office of Purchasing. They will be handled according to the Escambia County Purchasing Ordinance.

**OFFER (SHALL BE COMPLETED BY OFFEROR)**

FEDERAL EMPLOYER IDENTIFICATION NUMBER OR S.S. NUMBER: _____	TERMS OF PAYMENT: _____
DELIVERY DATE WILL BE _____ DAYS AFTER RECEIPT OF PURCHASE ORDER.	
VENDOR NAME: _____	REASON FOR NO OFFER: _____
ADDRESS: _____	
CITY, ST. & ZIP: _____	
PHONE NO.: (____) _____	BID BOND ATTACHED \$ _____
TOLL FREE NO.: (____) _____	
FAX NO.: (____) _____	

I certify that this offer is made without prior understanding, agreement, or connection, with any Corporation, firm or person submitting an offer for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this offer and certify that I am authorized to sign this offer for the offeror and that the offeror is in compliance with all requirements of the solicitation, including but not limited to certification requirements. In submitting an offer to Escambia County Florida, the offeror agrees that if the offer is accepted, the offeror will convey, sell, assign or transfer to Escambia County Florida all rights title and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by Escambia County Florida. At the County's discretion such assignment shall be made and become effective at the time the County tenders final payment to the offeror.

\_\_\_\_\_  
 NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER  
 (TYPED OR PRINTED)

\*\* \_\_\_\_\_  
 SIGNATURE OF PERSON AUTHORIZED TO SIGN OFFER  
 (MANUAL)

**\*\*Failure to execute this Form binding the bidder/proposer's offer shall result in this bid/proposal being rejected as non-responsive.**

**AWARD**

Upon certification of award the contract shall be signed by the President or Vice-President. Any other officer shall have permission to sign via a resolution approved by the Board of Directors on behalf of the company. Awarded contractor shall submit a copy of the resolution together with the executed contract to the Office of Purchasing. The terms and conditions of this solicitation and the bid response of the awarded contractor is incorporated by reference herein and made a part of this contract.

<b>CONTRACTOR</b>	<b>ESCAMBIA COUNTY FLORIDA</b>
Name and Title of Signer (Type or Print) _____	Name and Title of Signer (Type or Print) _____
Name of Contractor _____	By _____ County Administrator Date _____
By _____ Signature of Person Authorized to Sign Date _____	WITNESS _____ Date _____
ATTEST: _____ Corporate Secretary Date _____	WITNESS _____ Date _____
[CORPORATE SEAL]	
ATTEST: _____ Witness Date _____	Awarded Date _____
ATTEST: _____ Witness Date _____	Effective Date _____

**BID FORM**  
**AIRWAY DRIVE SIDEWALK & DRAINAGE PROJECT**  
**Specification Number PD 09-10.074**

Board of County Commissioners  
Escambia County, Florida  
Pensacola, Florida 32502

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

Commissioners:

In accordance with your "Invitation for Bids" and "Instructions to Bidders" for **Airway Drive Sidewalk & Drainage Project** as described and listed in this Invitation for Bids, and subject to all conditions thereof, I, undersigned, hereby propose to provide at the following price: \_\_\_\_\_

Company Name

Item No.	Description	Quantity	Unit	Unit Price	Amount
1	Mobilization	1	LS		
2	Prepare & Implement Maintenance of Traffic Plan	1	LS		
3	Variable Message Boards	1000	Days		
4	Demolition (includes but not limited to removal of Curb & Gutter, Concrete Driveways, Saw Cutting Concrete & Asphalt, Inlet and Storm Pipe Removal, Guard Rails, Etc)	1	LS		
5	Clearing and Grubbing (Including but not limited to Removal of Debris, All Trees, Landscaping, Hardscaping, and Fences)	1	LS		
6	Miscellaneous Landscape/Hardscape Replacement	1	LS		
7	Remove Cross Walk @ Johnson Ave.	1	LS		
8	Support and Protect Utility Poles & Underground Utilities	1	LS		
9	Remove and Replace Unsuitable Materials	500	CY		
10	Replace in Kind Existing Fencing and Gates	1	LS		
11	Remove & Relocate Standard Mailboxes	1	LS		
12	Silt Fence, Hay Bales, & Erosion Control	1	LS		
13	Remove Exotic & Evasive Plant Species Per Wetland Permit. (Refer to Specifications for Permit and Requirements).	1	LS		
14	Mill Existing Asphalt	2600	SY		
15	Remove Existing Asphalt (varying thickness)	12400	SY		
16	1.5" FDOT Type SP 12.5 Asphaltic Concrete Overlay (Per Type "B" Pavement Section)	2600	SY		
17	2" FDOT Type SP 12.5 Asphaltic Concrete (Per Type "A" & "C" Pavement Section)	10950	SY		
18	3" FDOT Type SP 12.5 Asphaltic Concrete (Per FDOT Pavement Section)	50	SY		
19	12" Stabilized Subgrade (Per Type "A" & FDOT Pavement Section, curb and gutter)	12800	SY		

Item No.	Description	Quantity	Unit	Unit Price	Amount
20	6" Graded Aggregate Base (Per Type "A" & FDOT Pavement Section)	5975	SY		
21	Imported Sand Clay Base (Per Type "C" Pavement Section)	400	CY		
22	Mix Existing Base to a Maximum Depth of 6" and Re-Compact to a Minimum LBR of 75% (To include the mixing, compacting, grading, and testing) for Type "C" Pavement Section	4670	SY		
23	FDOT Type "F" Curb & Gutter	9625	LF		
24	6" Thick Concrete Driveway	1350	SY		
25	6" Stabilized Subgrade for Sidewalk Construction	5400	SY		
26	6' Concrete Sidewalk	4210	LF		
27	5' Concrete Sidewalk	4660	LF		
28	Construct ADA Curb Ramp W/Detectable Warning per FDOT Index 304	22	EA		
29	Remove and Relocate Existing Traffic Signs	1	LS		
30	6" Solid Thermoplastic Stripe (Yellow or White)	1	LS		
31	18" Solid Thermoplastic Stripe (Yellow or White)	1	LS		
32	24" Solid Thermoplastic Stop Bar	1	LS		
33	Reflective Pavement Markers	1	LS		
34	FDOT Index 870 Guide rail	153	LF		
35	18" RCP Pipe	1316	LF		
36	24" RCP Pipe	1840	LF		
37	30" RCP Pipe	382	LF		
38	36" RCP Pipe	169	LF		
39	34x53 ERCP Pipe	243	LF		
40	Box Culvert W/Headwalls	1	LS		
41	Type "D" Inlet	5	EA		
42	Type "D" Doghouse Inlet	2	EA		
43	Type "A" and "A-1" Curb Inlet	31	EA		
44	Dual Type "A" Curb Inlet	1	EA		
45	Type "E" Junction Box	1	EA		
46	Grout Existing Pipe Joints from Station 109+25 to 109+75	1	LS		

Item No.	Description	Quantity	Unit	Unit Price	Amount
47	Type "A" Inlet Slot Installation	1	LS		
48	Type "D" Inlet Slot Installation	1	LS		
49	Standard 4' Junction Box	3	EA		
50	Connect to Existing Inlets	2	EA		
51	Swale Construction at Box Culvert Complete W/Armour-Flex Erosion Control Blocks	1	LS		
52	Dewatering	1	LS		
53	Sod, Pinned	12500	SY		
54	Seed & Mulch	3000	SY		
55	Miscellaneous Fine Grading	1	LS		
56	8" PVC Water Main	205	LF		
57	6" DIP Water Main	70	LF		
58	6" PVC Water Main	5260	LF		
59	4" PVC Water Main	30	LF		
60	3" PVC Water Main	60	LF		
61	2" PVC Water Main	50	LF		
62	8" Gate Valve and Box	3	EA		
63	6" Gate Valve and Box	15	EA		
64	4" Gate Valve and Box	4	EA		
65	6" HDPE DR11 Directional Bore	240	LF		
66	INSERTA Valve Pit Preparation	1	EA		
67	12" Steel Casing w/Casing Spacers (no bore required - open cut)	304	LF		
68	14" Steel Casing w/Casing Spacers (no bore required - open cut)	96	LF		
69	12" Jack and Bore (includes PVC pipe and Casing Spacers)	96	LF		
70	1" Water Service Transfer, Short	28	EA		
71	1" Water Service Transfer, Long	12	EA		
72	Adjust Existing Water Valves (Rings & Boxes to be Provided by Contractor) Including Concrete Collar	1	LS		
73	8" 45 Degree Bend	3	EA		
74	6" 45 Degree Bend	13	EA		
75	3" 45 Degree Bend	2	EA		
76	8"x6" Tee	2	EA		
77	8"x4" Tee	1	EA		
78	6"x6" Tee	6	EA		

Item No.	Description	Quantity	Unit	Unit Price	Amount
79	6"x4" Tee	3	EA		
80	8"x6" Reducer	1	EA		
81	6"x3" Reducer	2	EA		
82	4"x2" Reducer	1	EA		
83	6"x2" Reducer	2	EA		
84	6" HDPE x PVC Adapter	2	EA		
85	8" Water "Tie-In" (includes fittings)	3	EA		
86	4" Water "Tie-In" (includes fittings)	2	EA		
87	3" Water "Tie-In" (includes fittings)	2	EA		
88	2" Water "Tie-In" (includes fittings)	3	EA		
89	8" Cap	4	EA		
90	6" Cap	4	EA		
91	4" Cap	2	EA		
92	3" Cap	2	EA		
93	2" Cap	3	EA		
94	New 6" Fire Hydrant Assembly	1	EA		
95	Relocate Existing 6" Fire Hydrant	5	EA		
96	2" PVC Force Main	255	LF		
97	4"x4" Tee	1	EA		
98	4"x2" Reducer	1	EA		
99	4" Check Valve	2	EA		
100	Connect to Existing 2" Force Main	1	LS		
				<b>Total</b>	

**CONTRACTOR REQUIREMENTS**

Acknowledgment is hereby made of receipt of the following addenda issued during the bidding period:

Addendum No. \_\_\_\_\_ Date \_\_\_\_\_ Addendum No. \_\_\_\_\_ Date \_\_\_\_\_  
 Addendum No. \_\_\_\_\_ Date \_\_\_\_\_ Addendum No. \_\_\_\_\_ Date \_\_\_\_\_

**(PLEASE TYPE INFORMATION BELOW)**

**SEAL IF BID IS BY CORPORATION**

- |  |  |
|--|--|
| <input type="checkbox"/> Escambia County Competency Board          | <input type="checkbox"/> Mechanical Contractor, State Registered         |
| <input type="checkbox"/> Building Contractor, State Certified      | <input type="checkbox"/> Mechanical Contractor                           |
| <input type="checkbox"/> Building Contractor, State Registered     | <input type="checkbox"/> Mechanical, Escambia County Contract Only       |
| <input type="checkbox"/> Building Contractor                       | <input type="checkbox"/> Roofing, Unlimited, State Registered            |
| <input type="checkbox"/> Building Contractor, Escambia Co. Only    | <input type="checkbox"/> Roofing, Unlimited, State Certified             |
| <input type="checkbox"/> Demolition Contractor                     | <input type="checkbox"/> Roofing, Limited                                |
| <input type="checkbox"/> Electrical, State Certified               | <input type="checkbox"/> Roofing, Unlimited                              |
| <input type="checkbox"/> Electrical, State Registered              | <input type="checkbox"/> Sign Electrical Contractor, State Registered    |
| <input type="checkbox"/> Electrical, Escambia County Contract Only | <input type="checkbox"/> Sign Electrical Contractor, State Certified     |
| <input type="checkbox"/> General Contractor, State Certified       | <input type="checkbox"/> Steam Gen. Boiler/And Piping                    |
| <input type="checkbox"/> General Contractor, State Registered      | <input type="checkbox"/> Tower/Antenna                                   |
| <input type="checkbox"/> General Contractor                        | <input type="checkbox"/> Underground Utility/Excavation State Registered |
| <input type="checkbox"/> Lawn Sprinkler & Irrigation               | <input type="checkbox"/> Underground Utility/Excavation State            |
| <input type="checkbox"/> Marine Contractor                         |  |
| <input type="checkbox"/> Mechanical Contractor, State Certified    |  |

Bid Form Continued..

**PD 09-10.074**

**Airway Drive Sidewalk & Drainage Project**

- Certified
- Other \_\_\_\_\_
- Other \_\_\_\_\_
- Other \_\_\_\_\_
- Other \_\_\_\_\_
- License # \_\_\_\_\_

Florida DBPR Contractor's License

- Building Contractor, State Certified
- Building Contractor, State Registered
- Building Contractor
- Building Contractor, Escambia Co. Only
- Demolition Contractor
- Electrical, State Certified
- Electrical, State Registered
- Electrical, Escambia County Contract Only
- General Contractor, State Certified
- General Contractor, State Registered
- General Contractor
- Lawn Sprinkler & Irrigation
- Marine Contractor
- Mechanical Contractor, State Certified
- Mechanical Contractor, State Registered
- Mechanical Contractor
- Mechanical, Escambia County Contract Only
- Roofing, Unlimited, State Registered
- Roofing, Unlimited, State Certified
- Roofing, Limited

State of Florida Department of State Certificate of Authority Document Number

\_\_\_\_\_  
Occupational License No. \_\_\_\_\_

Terms of Payment (Check one)

- Net 30 Days \_\_\_\_\_  2% 10th Prox \_\_\_\_\_
- Other \_\_\_\_\_

County Permits/Fees required for this Project:

<u>Permit</u>	<u>Cost</u>
_____	_____
_____	_____

- Roofing, Unlimited
- Sign Electrical Contractor, State Registered
- Sign Electrical Contractor, State Certified
- Steam Gen. Boiler/And Piping
- Tower/Antenna
- Underground Utility/Excavation State Registered
- Underground Utility/Excavation State Certified
- Other \_\_\_\_\_
- Other \_\_\_\_\_
- Other \_\_\_\_\_
- Other \_\_\_\_\_
- License # \_\_\_\_\_

Name Under Which License is Recorded

\_\_\_\_\_  
Print or Type

I certify that:

I have examined the plans and specifications  
 I hold the necessary license to perform the  
 work indicated in the plans and specifications  
 My license is current and meets all of the  
 requirements of the Escambia Competency  
 Board

\_\_\_\_\_  
Original Signature

Proposer: \_\_\_\_\_

By: \_\_\_\_\_

Signature: \_\_\_\_\_

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

Address: \_\_\_\_\_

\_\_\_\_\_

Person to contact concerning this bid:

Phone # \_\_\_\_\_

Toll Free # \_\_\_\_\_

Fax # \_\_\_\_\_

Email Address: \_\_\_\_\_

Home Page Address: \_\_\_\_\_

\_\_\_\_\_

Attached to bid you shall find a bid bond, cashier's check or certified check (circle one that applies) in the amount of FIVE (5 %) of bid.

The work shall be substantially completed within Two Hundred Seventy (270) calendar days from the Commencement Date. The Bidder agrees to fully complete all work included above within Thirty (30) **consecutive calendar days** from the date of Notice to Proceed. **Liquidated damages of \$500.00 each day will be assessed for each day that completion of the project is delayed.** All work to be accomplished under this bid shall be the responsibility of Bidder and failure of subcontractors to perform shall not relieve Bidder of any liquidated damages. A Bid Bond in the amount of 5% of base bid is to be furnished by each Bidder. Bidder further acknowledges that all of the work outlined above may not be required at the discretion of Escambia County. The total will be subject to total funds available during the course of the work. However, it is the intent of Escambia County at this time to substantially complete the listed work.

Names and addresses of proposed Subcontractors to be utilized for work on this project:

- 1.
- 2.
- 3.
- 4.

**SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a),  
FLORIDA STATUTES, ON ENTITY CRIMES**

1. This sworn statement is submitted to \_\_\_\_\_  
**(print name of the public entity)**
- 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 or 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 jury verdict, nonjury 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 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.

c. 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 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.

d. 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 the 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 the 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 the 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 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 vendor 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 THOROUGH 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 \_\_\_\_\_, 20\_\_\_\_\_

Personally known \_\_\_\_\_

OR produced identification \_\_\_\_\_

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

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

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

\_\_\_\_\_  
(Printed typed or stamped commissioned name of notary public)

**Drug-Free Workplace Form**

The undersigned vendor, in accordance with Florida Statute 287.087 hereby certifies that \_\_\_\_\_ does:

\_\_\_\_\_  
Name of Business

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, 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 Paragraph 1.
4. In the statement specified in Paragraph 1, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee 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 Paragraphs 1 through 5.

**Check one:**

\_\_\_\_\_ As the person authorized to sign this statement, I certify that this firm complies fully with above requirements.

\_\_\_\_\_ As the person authorized to sign this statement, this firm **does not** comply fully with the above requirements.

\_\_\_\_\_  
**Offeror's Signature**

\_\_\_\_\_  
**Date**

**Information Sheet  
for Transactions and Conveyances  
Corporation Identification**

The following information will be provided to the Escambia County Legal Department for incorporation in legal documents. It is, therefore, vital all information is accurate and complete. Please be certain all spelling, capitalization, etc. is exactly as registered with the state or federal government.

**Is this a Florida Corporation** (Please Circle One)  
Yes or No

**If not a Florida Corporation,**  
In what state was it created: \_\_\_\_\_  
Name as spelled in that State: \_\_\_\_\_

**What kind of corporation is it:** "For Profit" or "Not for Profit"

**Is it in good standing:** Yes or No

**Authorized to transact business  
in Florida:** Yes or No

State of Florida Department of State Certificate of Authority Document No.: \_\_\_\_\_

**Does it use a registered fictitious name:** Yes or No

**Names of Officers:**

President: \_\_\_\_\_ Secretary: \_\_\_\_\_  
Vice President: \_\_\_\_\_ Treasurer: \_\_\_\_\_  
Director: \_\_\_\_\_ Director: \_\_\_\_\_  
Other: \_\_\_\_\_ Other: \_\_\_\_\_

**Name of Corporation** (As used in Florida):  
\_\_\_\_\_

(Spelled exactly as it is registered with the state or federal government)

**Corporate Address:**

Post Office Box: \_\_\_\_\_  
City, State Zip: \_\_\_\_\_  
Street Address: \_\_\_\_\_  
City, State, Zip: \_\_\_\_\_

(Please provide post office box and street address for mail and/or express delivery; also for recorded instruments involving land)

(Please continue and complete page 2)

**Federal Identification Number:** \_\_\_\_\_  
(For all instruments to be recorded, taxpayer's identification is needed)

**Contact person for company:** \_\_\_\_\_ E-mail: \_\_\_\_\_  
Telephone Number: \_\_\_\_\_ Facsimile Number: \_\_\_\_\_

**Name of individual who will sign the instrument on behalf of the company:**

\_\_\_\_\_  
(Upon Certification of Award, Contract shall be signed by the President or Vice-President. Any other officer shall have permission to sign via a resolution approved by the Board of Directors on behalf of the company. Awarded contractor shall submit a copy of the resolution together with the executed contract to the Office of Purchasing)

(Spelled exactly as it would appear on the instrument)

**Title of the individual named above who will sign on behalf of the company:**

\_\_\_\_\_

END

---

(850) 488-9000      Verified by: \_\_\_\_\_ Date: \_\_\_\_\_

## **ESCAMBIA COUNTY , FLORIDA GENERAL TERMS and CONDITIONS**

**The following General Terms and Conditions are incorporated by reference and have the same legal effect as if printed in its entirety.**

A full textual copy of these conditions may be obtained by visiting the Office of Purchasing Home Page (see Bid Information), by telephoning the Office of Purchasing at (850) 595-4980 or by Fax at (850)595-4805.

**NOTE:** Any and all Special Terms and Conditions and specifications referenced within the solicitation which vary from these General Terms and Conditions shall have precedence. Submission of the Bidder/Proposal Solicitation, Offer and Award Form and Bid/Proposal Form(s) in accordance with these General Terms and Conditions and Special Terms and Conditions constitutes an offer from the offeror. If any or all parts of the offer are accepted by Escambia County Florida, an authorized representative of the county shall affix his signature hereto, and this shall then constitute a written agreement between parties. The conditions incorporated herein become a part of the written agreement between the parties.

**Bid Information** See Home Page URL: <http://www.myescambia.com>  
Click on **ON-LINE SOLICITATIONS**

1. **Sealed Solicitations**
2. **Execution of Solicitation**
3. **No Offer**
4. **Solicitation Opening**
5. **Prices, Terms and Payment**
  - 5.01 **Taxes**
  - 5.02 **Discounts**
  - 5.03 **Mistakes**
  - 5.04 **Condition and Packaging**
  - 5.05 **Safety Standards**
  - 5.06 **Invoicing and Payment**
  - 5.07 **Annual Appropriations**
6. **Additional Terms and Conditions**
7. **Manufacturers' Name and Approved Equivalents**
8. **Interpretations/Disputes**
9. **Conflict of Interest**
  - 9.01 **County Procedure on Acceptance of Gifts**
  - 9.02 **Contractors Required to Disclose any Gift Giving**
  - 9.03 **Gratuities**
10. **Awards**
11. **Nonconformance to Contract Conditions**
12. **Inspection, Acceptance and Title**
13. **Governmental Restrictions**
14. **Legal Requirements**
15. **Patents and Royalties**
16. **Price Adjustments**
17. **Cancellation**
18. **Abnormal Quantities**
19. **Advertising**
20. **Assignment**
21. **Liability**
22. **Facilities**
23. **Distribution of Certification of Contract**

**ESCAMBIA COUNTY , FLORIDA GENERAL TERMS and CONDITIONS**  
**The following General Terms and Conditions are incorporated by reference (continued).**

24. **The Successful Bidder(s) must Provide**
25. **Addition/deletion of Items**
26. **Ordering Instructions**
27. **Public Records**
28. **Delivery**
29. **Samples**
30. **Additional Quantities**
31. **Service and Warranty**
32. **Default**
33. **Equal Employment Opportunity**
34. **Florida Preference**
35. **Contractor Personnel**
36. **Award**
37. **Uniform Commercial Code**
38. **Contractual Agreement**
39. **Payment Terms/Discounts**
40. **Improper Invoice; Resolution of Disputes**
41. **Public Entity Crimes**
42. **Suspended and Debarred Vendors**
43. **Drug-Free Workplace Form**
44. **Information Sheet for Transactions and Conveyances**
45. **Copies**
46. **License and Certifications** - For access to Certification/Registration Form for doing Business in Florida go to the Department of State, Division of Corporations,  
URL:<http://ccfcorp.dos.state.fl.us/corpweb/inquiry/search.html>
47. **Execution of Contract**
48. **Purchase Order**
49. **No Contingent Fees**
50. **Solicitation Expenses**
51. **On-Line Auction Services**

## **SPECIAL TERMS AND CONDITIONS**

The Board of County Commissioners, Escambia County, Florida, invites your company to submit a sealed offer on the item(s) as listed in this solicitation request.

All terms and conditions below are a part of this request, and no offer will be accepted unless all these conditions have been complied with. The County reserves the right to waive informalities in any offer; to reject any or all offers, in whole or in part, and/or to accept the offer(s) that in its judgment is from the lowest and most responsible and responsive offeror(s).

### **Instructions to Offerors**

#### **1. General Information**

All offers to be considered shall be in the possession of the Office of Purchasing prior to the time of the solicitation closing. Offers may be mailed to 213 Palafox Place, Room 11.101, Pensacola, Florida 32502 or delivered to the Office of Purchasing, 2nd floor, Room 11.101, Matt Langley Bell, III Bldg., 213 Palafox Place, Pensacola, Florida 32502, in a sealed envelope clearly marked:

**Specification Number PD 09-10.074, "Airway Drive Sidewalk & Drainage Project", Name of Submitting Firm, Time and Date due.**

**Note: If you are using a courier service; Federal Express, Airborne, UPS, etc., you must mark airbill and envelope or box with Specification Number and Project Name.**

Regardless of the method of delivery, each offeror shall be responsible for his offer(s) being delivered on time as the County assumes no responsibility for same. Offers offered or received after the time set for solicitation closing will be rejected and returned unopened to the offeror(s).

The following policy will apply to all methods of source selection:

#### **Conduct of Participants**

After the issuance of any solicitation, all bidders/proposers/protestors or individuals acting on their behalf are hereby prohibited from **lobbying** as defined herein or otherwise attempting to persuade or influence any elected County officials, their agents or employees or any member of the relevant selection committee at any time during the **blackout period** as defined herein; provided, however, nothing herein shall prohibit bidders/proposers/protestors or individuals acting on their behalf from communicating with the purchasing staff concerning a pending solicitation unless otherwise provided for in the solicitation or unless otherwise directed by the purchasing manager.

#### **Definitions**

**Blackout period** means the period between the time the bids/proposals for invitations for bid or the request for proposal, or qualifications, or information, or requests for letters of interest, or the invitation to negotiate, as applicable, are received at the Escambia County Office of Purchasing and the time the Board awards the contract and any resulting bid protest is resolved or the solicitation is otherwise canceled.

**Lobbying** means the attempt to influence the thinking of elected County officials, their agents or employees or any member of the relevant Selection Committee for or against a specific cause related to a pending solicitation for goods or services, in person, by mail, by facsimile, by

telephone, by electronic mail, or by any other means of communication.

**Sanctions**

The Board may impose any one or more of the following sanctions on a nonemployee for violations of the policy set forth herein:

- (a) Rejection/disqualification of submittal
- (b) Termination of contracts; or
- (c) Suspension or debarment as provided in Sec. 46-102 of the Escambia County Code of Ordinances.

This policy is not intended to alter the procedure for Protested Solicitations and Awards as set forth in the Sec. 46-101 of the Escambia County Code of Ordinances.

**“Scope of Work” Summary:**

The Airway Drive Sidewalk and Drainage Project will consist of the construction of pedestrian sidewalks on both the east and west side of Airway Drive. A drainage system consisting of curb and gutter, miscellaneous inlets, and box culverts will also be constructed to help alleviate existing flooding problems along Airway Drive. The project will additionally consist of the replacement of an existing CA water main. The improvements will take place along Airway Drive, from Nine Mile Road to Johnson Avenue in Pensacola, Florida. The improvements will be constructed within existing Escambia County’s rights-of-way, and also within drainage/utility easements and rights of way acquisitions that have been obtained by Escambia County.

The proposed drainage improvements will consist of: approximately 4,194-lf of storm sewer on Airway Drive. In addition to the storm sewer, a box culvert w/ headwalls will be constructed in order to convey stormwater runoff beneath Airway Dr. Additional improvements include connecting to existing inlets, located on the west side of Airway Drive that direct stormwater runoff to an existing Escambia County maintained detention pond. Installation of inlets, manholes, ditch grading, rip rap and all other incidental work is included in this project.

The proposed replacement of existing water mains will include: approximately 205-lf of 8” PVC pipe, 13-lf of 8” ductile iron pipe, 5260-lf of 6” PVC pipe, 30-lf of 4” PVC pipe, 30-lf of 3” PVC pipe, and 30-lf of 2” PVC. The installation of valves, fittings, fire hydrants, transferring of existing water services, and all other incidental work are include in this project.

Pavement and driveway restoration, pavement resurfacing, sidewalk construction, seed/mulch, sodding, and soil erosion and sediment control and all other incidental work are included in this project.

**Related Documents:**

All roadway construction shall comply with the Escambia County Technical Specifications, latest edition, and all interim standards that apply to these editions.

Any reference to FDOT Standard Specifications for Road and Bridge Construction, latest edition, Division 1, General Requirements and Covenants, shall be excluded and not applicable to any specification referred herein or otherwise listed in these documents or in the Escambia County Technical Specifications.

All water work shall be done in accordance with the latest edition of ECUA's Engineering Manual. The Awarded contractor shall obtain an NPDES Stormwater Construction Discharge Permit.

**Licenses/Certifications:**

General Contractors License  
Underground Utilities License  
Work Zone Safety Traffic Supervisor Certifications  
Hazardous Material Licenses  
Certified Stormwater Management Inspector

2. **Bid Surety**

Each offer shall be accompanied by a bid bond, cashier's check or certified check in the amount of **5%** of the total offer.

Checks or bonds are to be made payable to Escambia County, Florida. The amount of the bond or check is the amount of liquidated damages agreed upon should the offeror fail or refuse to enter into a contract with the County.

A County warrant in the amount of the bid check(s) of the successful offeror(s) will be returned immediately after the offeror and the County are mutually bound by contract as evidenced by signatures thereto by an authorized representative of both the offeror and the County, and/or the offeror accepts the purchase order by signing the solicitation, offer and award form/acceptance copy of same and returning to the County Purchasing department. Any unsuccessful offeror(s) will have the amounts of his cashier's or certified check returned via county warrant promptly after award.

All offerors agree that any interest earned on any bid surety while in possession of the County, or its agents, shall be retained by the County.

3. **Bonds**

**Performance and Payment Bonds**

The County shall require the successful offeror(s) to furnish **separate performance and payment bonds 100% of the dollar value of award** on the forms provided by the County. Such bonds shall be issued by sureties authorized to act as a surety by the State of Florida. Bonds of the successful offeror(s) shall be reviewed by the Office of Purchasing to assure compliance, then recorded in the Office of the Clerk of the Circuit Court Recording Office, 1st Floor, 221 Palafox Place, Pensacola, Florida, by the successful offeror at his expense before the contract is executed. The cost of recording is \$10.00 for the first page and \$8.50 for each additional page.

4. **Procurement Questions**

Procurement questions may be directed to Bob Dennis, MABA, CPPB, Purchasing Specialist, Phone: (850) 595-4985; Fax: (850) 595-4806. Technical questions may be directed Chris Curb, Project Manager, Phone: (850) 595-3434; Fax: (850) 595-3444.

5. **Bid**

This Solicitation contains a Solicitation, Offer and Award Form and Bid Form which shall be submitted in a sealed envelope, in duplicate with Original signatures in indelible ink signed in the proper spaces. Responses on vendor forms will not be accepted.

The Offerors Checklist included in this solicitation provides instructions to the offeror on the documentation to be submitted during the procurement process.

6. **Pre-Solicitation Conference**

A Pre-Solicitation Conference will be held at the Office of Purchasing, Matt Langley Bell III, Building, 213 Palafox Place; 2<sup>nd</sup> Floor in Conference Room #11.407 Pensacola, FL 32514 on Wednesday, August 25, 2010 at 9:00 a.m., CDT.

7. **Liquidated Damages**

Should the awarded vendor fail to complete the required services or make delivery of the commodities or equipment within the time(s) specified in the contract, or within such additional time(s) as may be granted by Escambia County, the County will suffer damage, the amount of which is difficult, if not impossible to ascertain therefore, the vendor shall pay to the County, as liquidated damages, the sum of \$500.00 each calendar day of delay that actual completion extends beyond the time limit specified until such reasonable time as may be required for final completion of the work. Such sum is mutually agreed upon as a reasonable and proper amount of damages the County will sustain per diem by failure of the vendor to complete the services or make delivery within the specified time. The costs for liquidated damages shall not be construed as a penalty on the vendor.

8. **Safety Regulations**

Equipment shall meet all state and federal safety regulations for grounding of electrical equipment.

9. **Codes and Regulations**

The awarded vendor shall strictly comply with all federal, state and local building and safety codes.

10. **Payment**

Partial payments in the full amount for the value of items received and accepted may be requested by the submission of a properly executed **original** invoice, with supporting documents if required. Payment for accepted equipment/supplies/services will be accomplished by submission of an **original** invoice, in duplicate, to:

PWC/ Engineering Division  
1190 W. Leonard Street  
Pensacola, FL 32501  
Attention: Chris Curb, Project Manager

11. **Warranty**

The awarded vendor shall fully warrant all equipment furnished hereunder against defect in materials and/or workmanship for a period of 2 years from date of delivery/acceptance by Escambia County.

Should any defect in materials or workmanship, except ordinary wear and tear, appear during the above stated warranty period, the awarded vendor shall repair or replace same at no cost to the County, immediately upon written notice from the Purchasing Chief.

12. **Debris**

Awarded vendor shall be responsible for the prompt removal of all debris, which is a result of this contractual service.

13. **Protection of Property/Security**

The awarded vendor shall provide all barricades and take all necessary precautions to protect buildings and personnel.

All work shall be completed in every respect and accomplished in a professional manner and awarded vendor shall provide for removal of all debris from county property.

The awarded vendor shall at all times guard against damage or loss to property of Escambia County, or of other vendors or contractors, and shall be held responsible for replacing or repairing any such loss or damage.

The County may withhold payment or make such deductions as deemed necessary to insure reimbursement or replacement for loss or damage to property through negligence of the awarded offeror or his agent.

The awarded vendor shall at all times guard against injury to Escambia County employees. The vendor shall properly fence and secure the construction site(s) at all times, including evenings and weekends.

The awarded vendor must, at all times, comply with State of Florida and Occupational Safety and Health Administration (OSHA) safety regulations.

14. **Ordering**

The County will issue release (purchase) orders against the contract on an as needed basis for the supplies or services listed on the bid form.

15. **Licenses, Certifications, Registrations**

The offeror shall at any time of bid submission meet the license, certification, registration and any other requirements of the State, County, City and/or any other agency of authority with jurisdiction in such matters as necessary to perform the contractual services requested in this solicitation.

Copies of such licenses, certifications, registrations and any other requirements should be provided with the bid/proposal submission; and, the offeror shall provide follow-up evidence that as the contractor they maintain such credentials throughout the period of agreement.

16. **Permits**

Escambia County permit requirements have been researched and noted as required by law on the bid/proposal form. Permits required by governmental agencies with jurisdiction in addition to or in lieu of shall be the responsibility of the awarded vendor to research and obtain as required to complete this contractual service. Permits are to be amortized into the bid offered with no additional allowance. These permits shall be readily available for review by the Purchasing Chief or his/her designee and the Construction Manager or his/her designee.

17. **Term of Offer**

An offer shall constitute an irrevocable offer for a period of ninety (90) days from the solicitation opening date or until the date of award, whichever is earlier, without forfeiting bid bond or check. In the event that an award is not made by the county within ninety (90) days from the solicitation opening date, the offeror may withdraw his offer or provide a written extension of his offer.

18. **Award**

Award shall be made on an "all-or-none total" basis.

19. **Termination**

The purchase order or contract will be subject to immediate termination if either product or service does not comply with specifications as stated herein or fails to meet the county's performance standards. In the event that any of the provisions of the contract are violated by awarded vendor, Escambia County may serve written notice upon the awarded vendor of its intention to terminate the contract. Such notice is to state the reason(s) for such intention to terminate contract. The liability of the vendor for any and all such violation(s) shall not be affected by any such termination and his surety, if any, shall be forfeited.

20. **Termination (Services)**

The Contract Administrator shall notify the Office of Purchasing of unsatisfactory performance and/or deficiencies in service that remain unresolved or recurring. The Office of Purchasing shall notify the contractor, in writing, of such unresolved or recurring deficiencies within five (5) working days of notification by the Contract Administrator.

Upon the third such written notification of unsatisfactory performance and/or deficiencies to the contractor by the Office of Purchasing within a four (4) month period; or the sixth such notification within any contract term, shall result in issuance of written notice of immediate contract termination to the contractor by the Office of Purchasing. Such termination may also result in suspension or debarment of the contractor.

21. **Termination (Public Records Request)**

If the contractor refuses to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the contractor in conjunction with this agreement then the county may, without prejudice to any right or remedy and after giving the contractor and his surety, if any, seven (7) days written notice,

during which period contractor still fails to allow access, terminate the employment of the contractor and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon, owned by the contractor, and may finish the project by whatever method it may deem expedient. In such case, the contractor shall not be entitled to receive any further payment until the project is finished. Reasonable terminal expenses incurred by the county may be deducted from any payments left owing the contractor (excluding monies owed the contractor for subcontract work.)

22. **As Specified**

All items delivered shall meet the specifications herein. Items delivered not as specified will be returned at no expense by Escambia County. The County may return, for full credit, any unused items received which fail to meet the County's performance standards.

**Insurance Requirements**

23. **Standard Insurance Requirements and Certificates**

This offer contains an extensive insurance requirement. Offerors are encouraged to review these requirements with their insurance agents before submitting offers.

It is not necessary to have this level of insurance in effect at the time of submitting the offer.

A letter from the offeror's insurance carrier will be required as evidence that the offeror will be able to obtain the levels of insurance as required by the contract and indicated on the Sample Certificate of Insurance should your firm be awarded the contract.

**County Insurance Required**

The contractor shall procure and maintain the following described insurance, except for coverages specifically waived by the County. Such policies shall be from insurers with a minimum financial size of VII according to the latest edition of the AM Best Rating Guide. An A or better Best Rating is "preferred"; however, other ratings if "Secure Best Ratings" may be considered. Such policies shall provide coverages for any or all claims which 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.

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.

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

These insurance requirements shall not limit the liability of the contractor.

The County does not represent these types or amounts of insurance to be sufficient or adequate to protect the contractor's interests or liabilities, but are merely minimums.

policies shall be endorsed to name Escambia County as an additional insured to the extent of its interests arising from this agreement, contract or lease.

The contractor waives its right of recovery against the County, to the extent permitted by its insurance policies.

The contractor's deductibles/self-insured retentions shall be disclosed to the County and may be disapproved by the County. They shall be reduced or eliminated at the option of the County. The contractor is responsible for the amount of any deductible or self-insured retention.

Insurance required of the contractor or any other insurance of the contractor shall be considered primary, and insurance of the county, if any, shall be considered excess, as may be applicable to claims obligations which arise out of this agreement, contract or lease.

**Workers Compensation Coverage**

The contractor shall purchase and maintain workers compensation insurance for all workers compensation obligations imposed by state law and with employers liability limits of at least \$100,000 each accident and \$100,000 each employee/\$500,000 policy limit for disease, or a valid certificate of exemption issued by the state of Florida, or an affidavit in accordance with the provisions of Florida Workers Compensation law.

Contractor shall also purchase any other coverages required by law for the benefit of employees.

**General, Automobile and Excess or Umbrella Liability Coverage**

The contractor shall purchase and maintain coverage on forms no more restrictive than the latest editions of the commercial general liability and business auto policies of the insurance services office.

Minimum limits of \$1,000,000 per occurrence for all liability must be provided, with excess or umbrella insurance making up the difference, if any, between the policy limits of underlying policies (including employers liability required in the workers compensation coverage section) and the total amount of coverage required.

**General Liability Coverage - Occurrence Form Required**

Coverage A shall include bodily injury and property damage liability for premises, operations, products and completed operations, independent contractors, contractual liability covering this agreement, contract or lease, broad form property damage coverages, and property damage resulting from explosion, collapse or underground (x,c,u) exposures.

Coverage B shall include personal injury.

Coverage C, medical payments, is not required.

The contractor is required to continue to purchase products and completed operations coverage, at least to satisfy this agreement, contract or lease, for a minimum of three years beyond the County 's acceptance of renovation or construction projects.

**Business Auto Liability Coverage**

Business auto liability coverage is to include bodily injury and property damage arising out of ownership, maintenance or use of any auto, including owned, nonowned and hired automobiles and employee nonownership use.

**Excess or Umbrella Liability Coverage**

Umbrella liability insurance is preferred, but an excess liability equivalent may be allowed. Whichever type of coverage is provided, it shall not be more restrictive than the underlying insurance policy coverages. Umbrella coverage shall drop down to provide coverage where the underlying limits are exhausted.

**Evidence/Certificates of Insurance**

Required insurance shall be documented in certificates of insurance. If and when required by the County, certificates of insurance shall be accompanied by documentation that is acceptable to the County establishing that the insurance agent and/or agency issuing the certificate of insurance has been duly authorized, in writing, to do so by and on behalf of each insurance company underwriting the insurance coverage(s) indicated on each certificate of insurance.

New certificates of insurance are to be provided to the County at least 30 days prior to coverage renewals. Failure of the contractor to provide the County with such renewal certificates may be considered justification for the County to terminate this agreement, contract or lease.

Certificates should contain the following additional information:

1. Indicate that Escambia County is an additional insured on the general liability policy.
2. Include a reference to the project and the Office of Purchasing number.
3. Disclose any self-insured retentions in excess of \$1,000.
4. Designate Escambia County as the certificate holder as follows:  
Escambia County  
Attention: Bob Dennis, Purchasing Specialist  
Office of Purchasing, Room 11.101  
213 Palafox Place  
Pensacola, FL 32502  
Fax (850) 595-4805
5. Indicate that the County shall be notified at least 30 days in advance of cancellation.

Receipt of certificates or other documentation of insurance or policies or copies of policies by the county, or by any of its representatives, which indicate less coverage than required does not constitute a waiver of the contractor's obligation to fulfill the insurance requirements herein.

If requested by the County, the contractor shall furnish complete copies of the contractor's insurance policies, forms and endorsements, and/or such additional information with respect to its insurance as may be requested.

For commercial general liability coverage the contractor shall, at the option of the County, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage.

24.

**Indemnification**

Contractor agrees to save harmless, indemnify, and defend County and Architect/Engineer and their, agents, officers and employees from any and all claims, losses, penalties, interest, demands, judgments, and costs of suit, including attorneys' fees and paralegals' fees, for any expense, damage or liability incurred by any of them, whether for personal injury, death, property damage, direct or consequential damages, or economic loss, including environmental impairment, arising directly or indirectly on account of or in connection with the Work done by Contractor under this Agreement or by any person, firm or corporation to whom any portion of the Work is subcontracted by Contractor or resulting from the use by Contractor, or by any one for whom Contractor is legally liable, of any materials, tools, machinery or other property of County. County and Contractor agree the first \$100.00 of the Contract Amount paid by County to Contractor shall be given as separate consideration for this indemnification, and any other indemnification of County by Contractor provided for within the Contract Documents, the

sufficiency of such separate consideration being acknowledged by Contractor by Contractor's acceptance and execution of the Agreement. The Contractor's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance. The Contractor agrees to pay on behalf of Escambia County, as well as provide a legal defense for the County, both of which will be done only if and when requested by the County, for all claims made. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

25. Written questions must received no later than 5:00 p.m., CDT, Wednesday, September 1, 2010.

## Index of Documents

### **Standard Construction Contract Documents**

(Incorporated by reference and available by contacting the Office of Purchasing (850) 595-4980 or on-line at [www.co.escambia.fl.us/purchasing](http://www.co.escambia.fl.us/purchasing), must have ADOBE Reader, click link to On-Line Solicitations then click on the Standard Construction Contract Documents link in listing for this solicitation).

#### **Agreement Declaration (Revised as indicated by asterisk)**

- Section 1            \*B. Four (2) sets of contract documents
- Section 2
- Section 3
- Section 4
- Section 5            \*A. Substantially Complete in 270 calendar days  
                         Fully Complete and ready for Final Inspection in 30 calendar days
- \*B. Liquidated Damages at 500.00 for each calendar day
- Section 6
- Section 7            \*A. PWC/ Engineering Division  
                         1190 W. Leonard Street  
                         Pensacola, FL 32501  
                         Attn: Chris Curb, Project Manager
- Section 8
- Section 9
- Section 10
- Section 11
- Section 12
- Section 13

#### **Exhibits (Revised as indicated by asterisk)**

- A.            General Terms and Conditions
  - \*4.4 Four (4) copies of each Application for Payment
  - \*21.1 Two (2) year(s) after final completion
- B            Form of Performance and Payment Bond
- C            Insurance and Safety Requirements

**EXHIBIT H**  
**TECHNICAL SPECIFICATIONS**  
**AIRWAY DRIVE SIDEWALK & DRAINAGE PROJECT**  
**PD 09-10.074**

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**EXHIBIT I**

**DRAWINGS**

**AIRWAY DRIVE SIDEWALK & DRAINAGE PROJECT**

**PD 09-10.074**

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**OTHER EXHIBITS**

**LOCAL AGENCY  
PROGRAM/ FEDERAL- AID CONTRACT REQUIREMENTS  
FPID 423549-1-58-01  
FOR**

**AIRWAY DRIVE SIDEWALK & DRAINAGE PROJECT**

**PD 09-10.074**

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