SUBJECT TO
LOCAL VENDOR PREFERENCE

INVITATION TO BID

BOARD OF COUNTY COMMISSIONERS,
WALTON COUNTY, FLORIDA

COUNTY ROAD 393 DRAINAGE IMPROVEMENTS
BID NO.: 017-002

Sealed bids for the County Road 393 Drainage Improvements Project will be received by the Board of County Commissioners, Walton County, Florida, hereinafter referred to as "County" at:

Central Purchasing
176 Montgomery Circle
DeFuniak Springs, Florida 32435

Until **3:00 P.M. LOCAL TIME on DECEMBER 1, 2016**, for furnishing labor and materials and performing all work set forth in the Invitation to Bid, Instruction to Bidders, Bid Form, Contract Documents, which include but are not limited to Construction Specifications and Technical Specifications for County Road 393 Drainage Improvements, Project No. 043.324, dated October, 2016; and Construction Plans for County Road 393 Drainage Improvements Project No. 043.324, dated October 2016, and consisting of Sheets 1 through 7, 8A, 8B, and 9, which comprise the Bidding Documents prepared by Dewberry|Preble-Rish. **IMMEDIATELY FOLLOWING** the scheduled closing time for the reception of bids, all bid proposals which have been submitted in accordance with the conditions of the Invitation to Bid, Instructions to Bidders and any Addenda issued in relation to this Project will be publicly opened and read aloud.

Bidder is responsible for the delivery of its bid.
Bids received after the specified day and time will not be opened.

The Purchasing Department is closed all Fridays.

The Project to be bid upon is described as follows:

> Add additional flow capacity to an existing stormwater system to alleviate flooding in the Sandal Beach Townhomes development by construction two 36” Reinforced Concrete Pipe (RCP) culverts crossing under CR 393. CR 393 will be open cut and reconstructed, and a detour and maintenance of traffic will need to be maintained.

Drawings and Specifications may be examined on line at http://www.co.walton.fl.us/bids or at the following location:

Walton County Purchasing Department
176 Montgomery Circle
DeFuniak Springs, FL 32435

A copy of the documents may be obtained from the Purchasing Department upon payment of FIFTEEN DOLLARS ($15.00). Return of the documents is not required, and the amount paid for the documents is not refundable. Make check payable to the Board of County Commissioners, Walton County.

A ***MANDATORY*** pre-bid conference will be held
at 10 A.M.
on
NOVEMBER 9, 2016
At
WALTON COUNTY PUBLIC WORKS
117 Montgomery Circle

Bidders must be present at the designated start time of the pre-bid conference and must remain until the conference is adjourned. The County will not accept bids from bidders arriving after the designated start time or departing prior to adjournment of the pre-bid conference.

AWARD OF THE CONTRACT FOR THIS PROJECT SHALL BE SUBJECT TO LOCAL VENDOR PREFERENCE IN ACCORDANCE WITH WALTON COUNTY PURCHASING POLICIES AND PROCEDURES (PP017).

Application for Local Preference is attached to this Invitation to Bid.

ONE ORIGINAL AND THREE (3) COPIES of each bid must be submitted on the prescribed bid form and accompanied by bid security in an amount not less than five percent (5%) of the base bid amount, on the prescribed form, payable to the Board of County Commissioners, Walton County. All subcontractors and suppliers shall be declared on the prescribed Subcontractors Declaration Form.

The successful Bidder will be required to furnish the necessary additional bond(s) for the faithful performance of the Contract, as prescribed in the Contract Documents.

All Bid Bonds, Payment and Performance Bond(s), Insurance Contracts and Certificates of Insurance shall be either executed by or countersigned by a licensed resident agent of the surety or insurance company having its place of business in the State

of Florida. Further, the Surety or insurance company shall be duly authorized and qualified to do business in the State of Florida and shall have an A. M. Best rating of **IV-A** or better and who is listed on the United States Treasury Department's T-list as acceptable to issue bonds for the applicable dollar amount.

The Bid may be withdrawn prior to the date and time of bid opening. Bids shall remain open and subject to acceptance for a period of thirty (30) calendar days after the date of bid opening, but the County at its sole discretion may release any Bid and Bid security. No bidder may withdraw its Bid for a period of thirty (30) calendar days after the date of Bid opening.

In order to perform work on public contracts, the successful Bidder shall have all licenses and permits required by federal, state, and local statutes, regulations and ordinances.

The County will award the bid to the lowest, most responsive responsible bidder that is most qualified to perform the job according to the specifications and qualifications listed in the Invitation to Bid. Bidders shall provide documentation that they can perform the required services along with documentation of past and present projects of this same nature, along with references. Failure to provide said documentation will result in bid being found non-responsive.

Before a Contract will be awarded for the Project contemplated herein, the County will conduct such investigations as is necessary to determine the performance record and ability of the apparent low bidder to perform the size and type of Project specified under the Contract. **County reserves the right to reject bids from bidders whose Dun & Bradstreet Comprehensive Report, past work performance with the County and other governmental agencies, including timeliness of completion of projects and history of payment to subcontractors or materialmen are deemed by the County to be unsatisfactory**. The Bidder shall submit with its bid detailed written evidence of experience and current commitments necessary to allow the County to evaluate the bidder's qualifications. Failure to do so will result in bid being found non-responsive.

In the event the apparent low bid submitted by a responsive, responsible bidder exceeds the County's budget for the Project, the County reserves the right to value engineer the published scope of work in order to effect deductive cost changes. In light of the modified scope of work, the County shall review the three lowest bids submitted by responsive, responsible bidders in order to select one bidder to whom to award the contract.

The County reserves the right to reject any or all Bid(s), and may postpone the award of the Contract for a period of time which shall not extend beyond thirty (30) calendar days from the bid opening date.

A person or an affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid on a contract to provide any goods

or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendors list.

Walton County, as a political subdivision of the State of Florida, shall comply with Executive Order Number 11-02, dated January 4, 2011, and shall require that contractors utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of: (a) all persons employed during the contract term by the contractor to perform employment duties within Florida; and (b) all persons (including subcontractors) assigned by the contractor to perform work pursuant to the contract with the County.

WALTON COUNTY
LOCAL PREFERENCE APPLICATION

PROJECT NAME: **CR393 DRAINAGE IMPROVEMENTS**
ITB NO.: **017-002**

Name of Business: _____

Address: _____

City, State: _____ Zip code:_____

I hereby certify under penalty of perjury that my business qualifies as a local vendor/contractor in accordance with Walton County Purchasing Policies and Procedures, Procedure No: PP017.

☐ My business maintains its principal place of business within Walton County; OR

☐ My business has maintained a permanent place or places of business within Walton County and has employed people who live in Walton County on a regular and continuing basis for at least six (6) months prior to the advertising of this Invitation to Bid.

_____
Signature

_____
Date

INSTRUCTIONS TO BIDDERS

BOARD OF COUNTY COMMISSIONERS,
WALTON COUNTY, FLORIDA

COUNTY ROAD 393 DRAINAGE IMPROVEMENTS
BID NO.: 017-002

DEFINED TERMS

The term **"Bidder"** shall mean one who submits a Bid directly to the County, as distinct from a sub-bidder, who submits a bid to a Bidder. The term **"Responsible and Responsive Bidder"** means a person or entity who has submitted a bid which conforms in all material respects to the requirements set forth in the Bidding Documents and has the capability, in all respects, to perform fully the contract requirements, and the tenacity, perseverance, experience, integrity, reliability, capacity, facilities, equipment, and credit which will assure good faith performance. The term **"Bidding Documents"** includes the Invitation to Bid, Instructions to Bidders, Construction Contract, the Bid Form, and detailed specifications and plans prepared by Dewberry | Preble-Rish, including all addenda issued prior to receipt of Bids). The term **"A sealed bid"** shall mean a bid which has been placed in an envelope and closed in such a manner that requires the closure be broken in order to open the envelope, and would likely reveal tampering if an attempt were made to open the bid before bid opening.

COPIES OF BIDDING DOCUMENTS

1. Complete sets of the Bidding Documents stated in the Invitation to Bid may be obtained from Central Purchasing upon payment of FIFTEEN DOLLARS ($15.00). Make check payable to the Board of County Commissioners, Walton County. The price paid for the documents is not refundable.

2. Complete sets of Bidding Documents must be used in preparing bids; neither the County nor Engineer assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

3. The County and Engineer, in making copies of Bidding Documents available on the above terms, do so only for the purpose of obtaining Bids on the Project and do not confer a license or grant for any other use.

QUALIFICATIONS OF BIDDERS

To demonstrate qualifications to perform the Project, each Bidder shall submit with their bid detailed written evidence of experience completing projects of the nature and scope similar to the project described in this Invitation to Bid, documentation of

current commitments, a copy of all applicable occupational and state contractor licenses, and such information as is required in the Questionnaire. Each Bidder must also be prepared to submit within five (5) business days of the County's request, written evidence, such as licenses, financial data, previous experience, present commitments and other such data as may be requested by the County. Each Bid must contain evidence of Bidder's qualification to do business in the State of Florida. Specifically, the Bidder shall have all licenses and permits required by federal, state, and local statutes, regulations and ordinances.

EXAMINATION OF CONTRACT DOCUMENTS AND SITE

1. It is the responsibility of each Bidder before submitting a Bid, to (a) examine the Contract Documents thoroughly, (b) visit the site to become familiar with local conditions that may affect cost, progress, performance or completion of the Project, including the time and cost in obtaining any necessary fee or permit (c) consider federal, state and local laws and regulations that may affect cost, progress, performance or completion of the Project (d) study and carefully correlate Bidder's observations with the Contract Documents, (e) notify the County of any conflicts, errors or discrepancies in the Contract Documents, and (f) attend any mandatory pre-bid meeting. The County does not assume responsibility for the accuracy or completeness of the Contract Documents or for any additional reports, drawings and specifications that may be made available for viewing by the County to any Bidder on request.

2. Before submitting a Bid, each Bidder will, at the Bidder's own expense, make or obtain any additional information and data which pertain to the physical conditions (surface, subsurface, underground facilities) at or contiguous to the site which may affect cost, progress, performance or completion of the Project and which Bidder deems necessary to determine its bid for performing and completing the Project in accordance with the time, price and other terms and conditions of the Contract Documents.

3. On request, in advance, the County will provide each Bidder access to the site to conduct such explorations and tests as each Bidder deems necessary for submission of a Bid. Bidder shall fill all holes, clean up and restore the site to its former condition upon completion of such explorations.

4. Temporary construction facilities and storage of materials and equipment will be provided by Bidder.

5. The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of these Instructions to Bidders including visiting the site to become familiar with local conditions that may affect the cost, progress, performance or completion of the Project; that without exception the Bid is premised upon performing and furnishing of the labor, services, equipment and materials required by the Contract Documents in accordance with such means, methods, techniques, sequences or procedures of construction as may be indicated in

or required by the Contract Documents; and that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance and completion of the Project.

INTERPRETATIONS AND ADDENDA

1. All questions about the meaning or intent of the Contract Documents are to be directed in writing to the County Purchasing Agent. **DIRECTING QUESTIONS TO ANY OTHER COUNTY STAFF, PROJECT ENGINEER, OR ANY OTHER PERSON IS PROHIBITED AND WILL RESULT IN BID BEING DISQUALIFIED..** Interpretations or clarifications considered necessary by the County in response to such questions will be issued by Addenda disseminated to all parties recorded as having received the Bidding Documents. **QUESTIONS MUST BE SUBMITTED TO PURCHASING NO LATER THAN 12:00 NOON ON NOVEMBER 15, 2016.** Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

2. Addenda may be issued to modify the Bidding Documents as deemed appropriate by the County.

BLACKOUT PERIOD

There shall be a blackout period during which no information shall be released regarding bids submitted to the County in response to an Invitation to Bid. This blackout period shall occur between the time bids are received at the Walton County Office of Central Purchasing and the time the Board of County Commissioners provides notice of an intended decision or until 30 days after opening the bids, whichever is earlier.

BID SECURITY

1. Each Bid must be accompanied by Bid security in an amount of five percent (5%) of the Bidder's base bid price made payable to Board of County Commissioners, Walton County, and in the form of a certified bank check or a Bid Bond on the form attached, issued by a surety authorized to conduct business in the State of Florida and having an A. M. Best rating of **V-A** or better and who is listed on the United States Treasury Department's T-list as acceptable to issue bonds for the applicable dollar amount.

2. The Bid security of the Successful Bidder will be retained until such Bidder has executed the Contract, and has furnished the required Performance and Payment Bond(s) and Certificates of Insurance. If the Successful Bidder fails to execute and deliver the Contract, or furnish the required Performance and Payment Bond(s) and Certificates of Insurance, within seven (7) calendar days after the Notice of Award, the County may annul the Notice of Award and the Bid security of that Bidder will be forfeited. The Bid security of other Bidders may be retained by the County until seven

(7) calendar days after the Notice of Award, whereupon Bid security furnished by such Bidders will be returned.

3. Failure to submit an appropriate Bid security shall result in the Bid being declared unresponsive.

SUBSTITUTE OR "OR-EQUAL" ITEMS

The use of brand names is for the purpose of describing the standard of quality, performance, and characteristics desired and is not intended to limit or restrict competition. Equipment or materials determined by the County to be substantially equivalent to that equipment or materials specified by brand name will be considered for award.

CONTRACT TIME AND LIQUIDATED DAMAGES

Contractor shall substantially complete the Project within **THIRTY (30)** calendar days of issuance of the Notice to Proceed. Final completion of the project shall be accomplished within **FIFTEEN (15)** calendar days from the date a punch list of the remaining items to be completed is issued by the County. Failure to achieve substantial completion within the designated time may result in the County imposing liquidated damages in the amount of NINETY SIX AND 00/100THS DOLLARS ($96.00) per day. Failure to achieve final completion within the designated time may result in the imposition of liquidated damages of FORTY EIGHT AND 00/100THS DOLLARS ($48.00) per calendar day and shall accrue until Application for Final Payment has been approved by the County, These liquidated damages represent a reasonable estimate of the County's extra expenses and losses for denied use of the facility, financing costs, additional extended overhead, and any lost revenues. These liquidated damages do not constitute a penalty or forfeiture.

BID FORM

1. The Bidder shall use the Bid Form included with the Bidding Documents. Failure to use the Bid Form shall result in the Bid being declared un-responsive. All blanks on the Bid Form must be completed in ink or by typewriter.

2. Bids by corporations must be executed in the corporate name by the president or a vice-president (or other corporate officer accompanied by evidence of authority to sign), and the corporate seal must be affixed and attested. The corporate address and state of incorporation must be shown below the signature.

3. Bids by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature, and the official address of the partnership must be shown below the signature.

4. All bids shall be notarized and names must be typed or printed below the signature. The Bid shall contain an acknowledgement of receipt of all Addenda (the numbers of which must be filled in on the Bid Form). The contact person, address and telephone number for communications regarding the Bid must be shown.

5. Each bid must be accompanied by a Public Entity Crimes Form (PUR 7068), Certificate of Compliance with the Trench Safety Act, Section 553.60, Florida Statutes, *et. seq*., Questionnaire, Drug Free Workplace Certification, and a Subcontractor Declaration on the form provided stating the name, type of work to be performed, and percent of the total Base Bid from each subcontractor scheduled to perform more than 2% of the Project.

SUBMISSION OF BIDS

Bids shall be submitted at the time and place indicated in the Invitation to Bid and shall be enclosed in an opaque sealed envelope, marked with the Project title (and, if applicable, the designated portion of the Project for which the Bid is submitted) and name and address of the Bidder and accompanied by the bid security, Public Entity Crimes Statement (PUR 7068), Certificate of Compliance with the Trench Safety Act (if applicable), Subcontractors Declaration, Drug Free Workplace Certification, and other required documents. The Bid submission shall bear the notation "BID ENCLOSED" on the face of the envelope in large and conspicuous letters. Bidder is solely responsible for ensuring and verifying that its bid is in fact delivered to and received by the County by the submission deadline.

MODIFICATION AND WITHDRAWAL OF BIDS

1. Bids may be modified or withdrawn by an appropriate document duly executed (in the manner that a Bid must be executed) and delivered to the place where Bids are to be submitted at any time prior to the opening of Bids.

2. Bids may not be withdrawn for a period of thirty (30) calendar days after the date of bid opening.

BIDS TO REMAIN SUBJECT TO ACCEPTANCE

All bids shall remain open and subject to acceptance for a period of thirty (30) calendar days after the date of Bid opening, but the County at its sole discretion may release any Bid and return the Bid security prior to that date.

AWARD OF CONTRACT

1. **The County reserves the right to reject any and all bids** for any reason or for no reason as may be deemed necessary by the County to be in its best interest, including but not limited to bids from any contractor who has failed to successfully

complete a previous project to the satisfaction of the County. The County further reserves the right to waive any and all informalities, and reserves the right to reject all nonconforming, unresponsive, unbalanced or conditional Bids. The County reserves the right to reject the Bid of any Bidder if the County believes that it would not be in the best interest of the Project to make an award to that Bidder, because the Bid is not responsive or responsible, or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by the County. The County also reserves the right to enter into contract negotiations with a qualified, responsible, and responsive Bidder who submits the lowest bid. If the County and the low Bidder cannot negotiate a successful contract the County may terminate such negotiations and begin negotiations with the qualified, responsible, and responsive Bidder who submits the next lowest bid. No Bidder shall have any rights against the County arising from such negotiations. Discrepancies in the multiplication of units of work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. Where numeric data is given both in Arabic numerals and in written language, and where there exists a discrepancy between an Arabic numeral and written language, the written language shall be presumed to be correct and the Arabic numeral presumed incorrect.

2. In the event the apparent low bid submitted by a responsive, responsible bidder exceeds the County's budget for the Project, the County reserves the right to value engineer the published scope of work in order to effect deductive cost changes. In light of the modified scope of work, the County shall review the three lowest bids submitted by responsive, responsible bidders in order to select one bidder to whom to award the contract.

3. The County reserves the right to delete any Bid items and the total Bid shall be determined as the sum of the Bid items awarded. In evaluating Bids, the County will consider the qualifications of the Bidders, whether or not the Bids comply with the prescribed requirements, time of completion and other data, as may be requested in the Bid Form or prior to the Notice of Award. The County may conduct such investigations as the County deems necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications and financial ability of Bidders, proposed Subcontractors, Suppliers and other persons and organizations to perform and complete the Project in accordance with the Contract Documents to the County's satisfaction within the prescribed time. The County may consider the operating costs, maintenance requirements, performance data and guarantees of major items of materials and equipment proposed for incorporation in the Project when such data is required to be submitted prior to Notice of Award.

If the contract is to be awarded, it will be awarded to the responsible and responsive Bidder submitting the lowest bid whose evaluation by the County indicates to the County that the award will be in the best interest of the Project. The County will give the Successful Bidder a Notice of Award within thirty (30) days after the day of the Bid opening.

BID PROTEST

Any person or entity whose bid is rejected, in whole or in part, or who submits a bid but is not awarded the contract, may protest such decision. Written notice of intent to file a bid protest must be submitted with the Purchasing Agent or Finance director within twenty-four (24) hours after the Board's declaration of its intention with regard to an award. Written protest must be submitted to Purchasing Agent or Finance Director within ten (10) calendar days after filing written notice of intent.

Each written protest must be accompanied by a bid protest bond in the form of a certified check, cashier's check or money order made payable to the Board of County Commissioners, in an amount not less than five percent (5%) of the lowest responsible bid / proposal received by the County.

The condition of the protest bond shall be that, should the protest be determined to be without merit and non-valid, the bond shall be forfeited to the County in its entirety

PUBLIC ENTITY CRIMES

A person or an affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendors list.

BID FORM & SCHEDULE

TO: BOARD OF COUNTY COMMISSIONERS, WALTON COUNTY, FLORIDA
Post Office Box 1355
DeFuniak Springs, Florida 32435

COUNTY ROAD 393 DRAINAGE IMPROVEMENTS
BID NO.: 017-002

The County's contact person for additional information on this proposal:

Name: Glyndol Johnson, Purchasing Agent

Telephone Number: 850-951-7055

Fax Number : 850-892-8145

Contractor's contact person for additional information on this bid (please provide)

Name: _____
Title: _____
Address: _____
City/State/Zip: _____
Phone: _____
Fax: _____

BIDDER'S DECLARATION AND UNDERSTANDING

The undersigned, hereinafter referred to as the "Bidder," declares that the only persons or parties interested in this bid proposal are those named herein, that this bid proposal is, in all respects, fair and without fraud, that it is made without collusion with any employee or official of the County, and that the bid proposal is made without any connection or collusion with any person submitting another bid proposal on this Project.

The Bidder further declares that it has visited the Project site, inspected the plans and specifications, examined all the Contract Documents, and has satisfied itself to the quantities involved, including materials and equipment and the conditions of work involved, including the fact that the description of work and materials, as included herein, is brief and is intended only to indicate the general nature of the Project and to identify the said quantities with the detailed

requirements of the Contract Documents, and this bid proposal is made according to the provisions and under the terms of the Contract Documents which are made a part of this bid proposal.

CONTRACT EXECUTION, CERTIFICATES OF INSURANCE AND BONDS

If this Bid is awarded to Bidder, Bidder agrees to acknowledge the terms and conditions of the Contract and return a signed Contract with any required Performance and Payment Bond(s) and Certificates of Insurance to the County, within TEN (10) calendar days after Notice of Award. Failure to do so will result in loss of surety.

START OF CONSTRUCTION AND CONTRACT COMPLETION TIME

The Bidder further agrees to begin work on the Project within TEN (10) calendar days after the date of issuance of the Notice to Proceed, to substantially complete the Project within THIRTY (30) calendar days of issuance of the date of the Notice to Proceed, and to finally complete the Project within FIFTEEN (15) calendar days from the date a punch list of remaining items is issued by the County. The Contractor shall comply with all specific completion dates and sequences indicated elsewhere in the Contract Documents.

ADDENDA

The bidder hereby acknowledges that it has received Addenda No.'s _____, _____, _____, (Bidder shall insert No. of each Addendum received) and agrees that all addenda issued are hereby made part of the Contract Documents, and the bidder further agrees that this bid proposal(s) includes all impacts resulting from said addenda.

SALES AND USE TAXES

The Bidder agrees that any and all applicable federal, state and local sales and use taxes that are incurred by the Bidder are included in the stated bid price for the Project. The County is tax exempt from federal excise and state sales tax.

LUMP SUM BID FOR THE COUNTY ROAD 393 DRAINAGE IMPROVEMENTS PROJECT.

The Bidder agrees to accept as full payment for the work proposed under this Project, as specified in the Contract Documents which include but are not limited to Construction Specifications and Technical Specifications for County Road 393 Drainage Improvements, Project No. 043.324, dated October, 2016; and Construction Plans for County Road 393 Drainage Improvements Project No. 043.324, dated October 2016, and consisting of Sheets 1 through 7, 8A, 8B, and 9, which comprise the Bidding Documents prepared by Dewberry|Preble-Rish, and based upon the undersigned's own estimate of the quantities and costs, including the cost of any necessary fee or permit, the following lump sum of:

_____ Dollars and

_____ Cents ($_____).

BIDDER

The name and address of the Bidder submitting this Bid is:

Name: _____

Title: _____

Address: _____

City/State/Zip: _____

which is the address to which all communications concerned with the Bid and with the Contract shall be sent.

The names of the principal officers of the corporation submitting this bid proposal, or of the partnership, or of all persons interested in this bid proposal as principals are as follows:

_____ _____

_____ _____

_____ _____

_____ _____

DATED this ____ day of _____, 2016.

BIDDER: _____

CORPORATE SEAL
IF APPLICABLE

By: _____

Printed Name: _____

As Its: _____

Address: _____

IF NOT A CORPORATION

STATE OF FLORIDA
COUNTY OF

Before me this day personally appeared _____ (Name of Bidder) _____ (Title) and _____ (Name of Bidder) _____ (Title) of (Address) _____, _____, Florida _____ to me well known to be the persons described herein and who executed the foregoing instrument and who acknowledges that said execution was done freely and voluntarily for the uses and purposes therein expressed.

Witness my hand and seal this ___ day of _____, 2016.

_____
NOTARY PUBLIC
[SEAL] Commission No: _____

My Commission Expires: _____

IF CORPORATION

STATE OF FLORIDA
COUNTY OF

Before me this day personally appeared _____ (Name of Bidder) _____ (Title) and _____ (Name of Bidder) _____ (Title) of (Address) _____, _____, Florida _____ to me well known to be the persons described herein and who executed the foregoing instrument and who acknowledges that they did so as officer(s) of said corporation all by and with the authority of the Board of Directors of said corporation.

Witness my hand and seal this ___ day of _____, 2016.

_____
NOTARY PUBLIC
[SEAL] Commission No: _____

BID SCHEDULE

NOTE: BIDS shall include sales tax and all other applicable taxes and fees.

This is a LUMP SUM BID. The following Bid Schedule is intended as a general recap of the work involved, it is NOT an all-inclusive detail of everything required to do this job. It is the contractor's responsibility to carefully review the plans, specifications, and project to determine what is needed to do the whole job, and to reflect this in his LUMP SUM BID. This basis of award will be the total base bid for the project. IF DURING THE BID PROCESS, THE CONTRACTOR NOTICES A DISCREPANCY BETWEEN THE WORK REQUIRED AND THIS BID SCHEDULE HE MUST BRING IT TO THE ENGINEER'S ATTENTION BEFORE THE BID DATE.

C.R. 393 Drainage Improvements				Cost Summary	
NO.	ITEM	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
	Stormwater				
1	36" RCP	86	LF		
2	36" CONCRETE HEADWALL	2	EA		
3	GRAVEL PIPE BEDDING, #57 STONE	33	SY		
4	18" THICK ALABAMA CLASS II RIPRAP OVER D-2 FILTER FABRIC	44	SY		
	Paving				
5	2" THICK SP 12.5 ASPHALT (220 LBS/SY)	52	TN		
6	8" LIMEROCK BASE (LBR 100) UNDER ROAD	460	SY		
7	12" TYPE "B" STABILIZED SUBGRADE (LBR 40 MIN.)	460	SY		
	Miscellaneous				
8	STAKEOUT	1	LS		
9	EARTHWORK	60	CY		
10	EROSION CONTROL	1	LS		
11	MAINTENANCE OF TRAFFIC	1	LS		
12	FOUR ELECTRONIC DISPLAY MESSAGE BOARD WARNING SIGNS AT EACH END OF PROJECT	6	DAYS		
13	SODDING	300	SY		
	Lump Sum				
	General				
1	BONDS (MAX 2% OF BID)	1	LS		
2	MOBILIZATION (MAX 5% OF BID)	1	LS		
			TOTAL		

BID NAME: COUNTY ROAD 393 DRAINAGE IMPROVEMENTS

BID NO.: 017-002

BID AMOUNT: $_____

NOTE: The unit prices listed above will be used as the basis for computing the value of any change orders either additive or deductive. **THE OWNER RESERVES THE RIGHT TO REJECT ANY OR ALL BIDS.**

Respectfully submitted:

_____ _____
Signature Address

_____ _____
Title Date

_____
License Number (if applicable)

(SEAL – if bid is by a corporation)

ATTEST:

_____

FLORIDA BID BOND

COUNTY ROAD 393 DRAINAGE IMPROVEMENTS

BOND NO. _____

AMOUNT: $_____

KNOW ALL MEN BY THESE PRESENTS, that _____, hereinafter referred to as the "Principal", and _____, a corporation duly organized under the laws of the State of Florida having its principal place of business at _____ in the State of _____ and authorized to do business in the State of Florida, as Surety, are held and firmly bound unto Walton County, Florida, a political subdivision of the State of Florida, hereinafter referred to as the "Obligee", in the full and just sum of 5% of the Contract Price, as lawful money of the United States of America, the payment of which we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

CONDITION OF THIS BOND:

WHEREAS, the Principal contemplates submitting or has submitted a bid to the Board of County Commissioners, Walton County, Florida for the furnishing of all labor, materials (except those specified to be furnished by the County), equipment, machinery, tools, apparatus, means of transportation for, and the performance of the work covered in the proposal and the detailed drawings and specifications entitled Construction Specifications and Technical Specifications for County Road 393 Drainage Improvements, Project No. 043.324, dated October, 2016; and Construction Plans for County Road 393 Drainage Improvements Project No. 043.324, dated October 2016, and consisting of Sheets 1 through 7, 8A, 8B, and 9, which comprise the Bidding Documents prepared by Dewberry|Preble-Rish.

WHEREAS, it was a condition precedent to the submission of said bid that a cashier's check, certified check, or bid bond in the amount of 5% of the Contract Price be submitted with said bid as a guarantee that the Bidder would, if awarded the Contract, enter

into a written Contract with the County for the performance of said Contract, within TEN (10) consecutive calendar days after written notice is given of the award of the Contract.

NOW, THEREFORE, the conditions of this obligation are such that if the Principal, within TEN (10) consecutive calendar days after written notice of such acceptance, enters into a written Contract with the Board of County Commissioners, Walton County, Florida and furnishes the Performance and Payment Bonds, each in an amount equal to 100% of the bid selected by the County, satisfactory to the County, then this obligation shall be void; otherwise the sum herein stated shall be due and payable to the Board of County Commissioners, Walton County, Florida and the Surety herein agrees to pay said immediately upon demand to the County in good and lawful money of the United States of America, as liquidated damages, and not a penalty, for failure thereof of said Principal. Should litigation be necessary to enforce any term or provision of this Bid Bond or to collect any portion of the amount payable under this Bid Bond, then all litigation and collection expenses, witness fees, court costs and attorney's fees shall be paid to the prevailing party.

Signed and sealed this ____ day of _____, 2016.

_____	_____
PRINCIPAL	SURETY
BY: _____	BY: _____
	ATTORNEY-IN-FACT
_____	_____
TYPED NAME & TITLE	TYPED NAME & TITLE

CONSTRUCTION CONTRACT
COUNTY ROAD 393 DRAINAGE IMPROVEMENTS

CONTRACT NO.: 017-002

THIS CONTRACT is made this _____ day of _____, 2016, between **WALTON COUNTY, FLORIDA**, a political subdivision of the State of Florida, whose address is 76 North Sixth Street, DeFuniak Springs, Florida 32433, ("County"), and _____**,** a Florida corporation/limited liability company, who address is _____, ("Contractor").

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the County, the Contractor hereby agrees with the County to commence and complete the County Road 393 Drainage Improvements project as described in the plans, drawings, specifications and other documents contained in the Contract Documents, hereinafter referred to as the "Project".

ARTICLE 1. SCOPE OF WORK.

The Contractor's duties and responsibilities are as follows.

A. The furnishing of all services, labor, equipment and material necessary to complete the County Road 393 Drainage Improvements Project. The Project shall be performed in strict accordance with the Contract Documents.

B. Contractor shall supervise and direct work on the Project competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to complete the Project in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences and procedures of construction unless otherwise provided in the Contract Documents. Contractor shall be responsible to see that the finished Project complies strictly with the Contract Documents. Contractor shall perform the work on the Project in such a manner as to cause a minimum of inconvenience to the public, travel, and adjoining property owners.

C. Contractor shall provide all labor, material, equipment, tools, machinery, utilities, insurance and supplies necessary for the construction of the Project in accordance with the Contract Documents.

D. All materials and equipment shall be of good quality and new, except as otherwise provided in the Contract Documents. If required by Project Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the kind and quality of material and equipment. All material and equipment shall be applied, installed, connected, erected, used, cleaned, and conditioned in accordance

with instruction of the applicable supplier, except as otherwise provided in the Contract Documents.

E. The Contractor shall solely and without qualification be responsible for all construction methods and results, for use of equipment and personnel, and for the safety of its employees and other persons, and for the protection of public and private property. The County shall have no right to hire or fire, nor any power of supervision or direction, over the construction methods, nor over use of equipment or personnel unless otherwise provided in the Contract Documents, nor for Contractor's compliance with Local, State, and Federal laws and regulations in completing the Project.

F. The Contractor shall comply with all applicable federal, state, and local rules and regulations in providing services to the County under this Contract. The Contractor acknowledges that this requirement includes compliance with all applicable federal, state, and local health and safety rules and regulations. The Contractor further agrees to include this provision in all subcontracts issued as a result of this Contract.

G. The Contractor shall comply with the Florida Historical Resources Act (Chapter 267, Florida Statutes), the regulations of the appropriate historic preservation boards, as applicable, and protect against potential loss and destruction of significant scientific, historical and archaeological data, sites and properties in connection with the Project.

H. The Contractor shall maintain at the Project job site a full-time superintendent who will devote 100% of his or her working hours to this Project. Contractor shall provide competent, suitably qualified personnel to construct the work as required by the Contract Documents. Contractor shall at all times maintain good discipline and order at the site. There ae no limitations on work hours.

I. The Contractor shall be responsible for the receiving, unloading, handling and storage of any equipment or materials supplied or utilized by the Contractor hereunder. Contractor shall store equipment and materials, as necessary, only in those areas designated by the County. The Contractor shall be responsible for all storage costs and expenses, including costs of any relocation of stored material directed by County. Materials and equipment shall be kept neatly piled and compactly stored in such locations that will cause a minimum of inconvenience to public travel and adjoining property owners.

J. Before any work on the Project site is started, the Contractor shall have prepared a written plan for Project-specific safety precautions and programs, complete with respect to procedures and actions that the Contractor and all others intend to follow in order for the Contractor and all others to comply with all applicable Laws and Regulations. The Contractor's plan for safety precautions and programs shall have been approved and endorsed by the Contractor’s designated safety representative. The Contractor shall submit a copy of the safety plan to the County. Submittal of the plan

shall in no manner be implied to impose a duty on the part of the County to review or approve said plan.

K. The Contractor shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the site in accordance with all applicable Laws and Regulations.

L. The Contractor shall clean the project site during progress of the work, and at completion of the Project. Waste materials, debris and rubbish shall be removed from the site periodically and disposed of at a legal disposal area away from the site.

M. The County may undertake to award other contracts for additional work, and the Contractor shall fully cooperate with other contractors and County employees and carefully coordinate his own work to such additional work as may be directed by the County. The Contractor shall not commit or permit any act which will interfere with the performance of work by any other contractor or by County employees.

N. Any discrepancies found between the drawings and specifications and site conditions or any inconsistencies or ambiguities in the drawings or specifications shall be immediately reported to the County who shall promptly correct such inconsistencies or ambiguities in writing. Any work done by Contractor after such findings, until authorized, will be done at Contractor's risk.

Omissions from the drawings and specifications or the misdescription of details of work which are manifestly necessary to carry out the intent of the drawings and specifications, or which are customarily performed, shall not relieve the Contractor from performing such omitted or misdescribed details of the work, but they shall be performed as if fully and correctly set forth and described in the drawings and specifications.

It is understood that the Contractor has, by personal examination and inquiry, satisfied himself as to the local conditions and as to the meaning, requirements, and reservations of the specifications and drawings.

ARTICLE 2. COMPENSATION.

A. Total lump-sum compensation for the Scope of Work of this Contract shall be in the amount of _____and __/100THS DOLLARS ($_____). All costs and expenses of the work contemplated by the Project described in these Contract Documents shall be considered as part of the general cost of doing the work and are included in the compensation.

B. Within 20 calendar days after the execution of the Contract, the Contractor shall submit an initial (baseline) Progress Schedule in critical path method (CPM) form, using software generally accepted in the construction industry. The schedule shall be

submitted to the County for approval prior to the first Application for Progress Payment. The Progress Schedule shall be updated and submitted with each Application for Progress Payment. Failure on the part of the Contractor to progress with the Project in strict accordance with the Progress Schedule shall constitute grounds for increasing the retention of progress payments from 10% to 15% during the period the Contractor is not progressing in strict accordance with the Project Schedule.

C. Within 20 calendar days of execution of this Contract but not less than 15 calendar days before the first Application for Progress Payment is to be submitted, Contractor shall submit to County a Schedule of Values covering various general and specific tasks enumerated by the County. The Schedule of Values shall contain for each enumerated task an estimate of the value that may be ascribed to completion of the task. Said Schedule of Values must be approved by the County prior to the payment of the first Application for Progress Payment. Failure to provide a Schedule of Values acceptable to the County shall result in a delay of first payment until an acceptable Schedule of Values is submitted and approved by County.

D. Payments shall be made in accordance with the Florida Prompt Payment Act.

1. On the 20th day of each month Contractor shall submit to the Project Engineer for review and approval an Application for Progress Payment, and shall submit a revised Progress Schedule and updated As-Built drawings of the Project. The Application for Progress Payment shall specify the value of the work performed on the Project to date, the value of the materials stored on site at the close of this period, the amount of the previous progress payment(s) and the amount retained.

2. Upon verification by the Project Engineer that the work on the Project specified in the Application for Progress Payment has been completed, the Project Engineer shall approve the application and submit the same to the County Finance Director. The Application for Progress Payment, approved by the Project Engineer, will be deemed received by the County on the date the Application for Progress Payment, is stamped as received by the County Finance Director. Notwithstanding the Project Engineer's approval of the Application for Progress Payment, the County shall retain the right to reject the application within twenty (20) business days of the date the approved application is stamped as received by the County Finance Director. Such rejection shall be in writing and shall specify the deficiency and action necessary to make the application proper. The County shall pay Contractor for Ninety percent (90%) of the value of the work completed on the Project; ten percent (10%) shall be retained by the County. The value of the work completed on the Project shall be calculated by taking a percentage of the value ascribed to an enumerated general task in the Schedule of Values that is equal to the percentage of work completed on that task. Approved progress payments shall be paid within twenty (20) business days of the date the approved Application for Progress Payment is stamped as received by the County Finance Director in accordance with the Florida Prompt Payment Act. If an application is rejected by the County, payment shall be made

within ten (10) business days after the date the corrected application is stamped as received by the County Finance Director or the first business day after the next regularly scheduled meeting of the Board of County Commissioners held after the corrected application is stamped as received by the County Finance Director whichever should occur later. Applications for Final Payment shall be submitted to the Project Engineer for approval. The Final Payment of the Ten percent (10%) retainage shall be paid within twenty (20) business days after the approved Application for Final Payment is stamped as received by the County Finance Director, subject to final approval and acceptance of the Project by the County.

3. As a prerequisite to each progress payment hereunder, the Contractor shall furnish to the County a Waiver of Right to Claim Against Payment Bond (Progress Payment), in the form specified in Section 255.05, Florida Statutes, from each subcontractor, person, firm or corporation who provided work, labor, equipment, or materials for the Project, to the date of the preceding progress payment. In addition, the Contractor shall furnish proof to the County of the payment of all laborers working directly for the Contractor through the date of each preceding progress payment. As a prerequisite to final payment hereunder, the Contractor shall furnish to the County a Waiver of Right to Claim Against Payment Bond (Final Payment), in the form specified in Section 255.05, Florida Statutes, from each subcontractor, person, firm or corporation who provided work, labor, equipment or materials for the Project, and furnish proof to the County of the payment of all laborers working directly for the Contractor through the entire term of the Project.

4. Payment shall not be payable or due at the option of County in the event any of the following conditions exist:

a. Defective or damaged work on the Project is not remedied;

b. Contractor fails to make proper application for payment;

c. Contractor becomes bankrupt or insolvent;

d. This Contract or any other Contract between County and Contractor is in breach;

e. Any insurance required of Contractor ceases to be effective or in force;

f. Any surety providing a bond required of Contractor ceases to be effective or in force;

g. If the Contractor fails to maintain monthly updated As-Built drawings and revised Progress Schedule.

E. All representations, indemnifications, warranties and guaranties made in, required by or given in accordance with the Contract Documents, as well as all continuing obligations indicated in the Contract Documents, will survive final payment, completion and acceptance of the Project and termination or completion of the Contract.

ARTICLE 3. CONTRACT TIME.

A. **Construction shall begin on January 2, 2017. Contractor shall substantially complete the Project within THIRTY (30) calendar days of beginning**

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of construction. Final completion of the Project shall be accomplished within FIFTEEN (15) calendar days from the date a punch list of the remaining items to be completed is issued by the County. Substantial completion shall be defined as the point where the Project is NINETY PERCENT (90%) complete and can be used for the purpose it was intended. Final completion shall be defined as completion of the Project in all respects and in accordance with the Contract Documents as approved and accepted by the County. An additional Notice to Proceed shall not be required for any Change Order. The Contractor shall work on the Project continuously and expeditiously from the time of issuance of Notice to Proceed. In the event that Contractor is delayed by acts of God, changes in the Project, extras to the Project, or failure of the owner to make timely and proper payments, then Contractor shall, within forty-eight (48) hours of start of the delay, give written notice and request to the County for an extension of time. Failure to give timely notice within forty-eight (48) hours shall be deemed as a waiver of any claim for an extension of time to complete the Project.

B. LIQUIDATED DAMAGES.

1. SUBSTANTIAL COMPLETION. The County shall withhold and collect from Contractor liquidated damages in the sum of NINETY SIX AND 00/100THS DOLLARS ($96.00) per calendar day, for every calendar day the Project's substantial completion exceeds the Contract's substantial completion date.

2. FINAL COMPLETION. The County shall withhold and collect from Contractor liquidated damages in the sum of FORTY EIGHT AND 00/100THS DOLLARS ($48.00) per calendar day if punch list items have not been completed within FIFTEEN (15) calendar days after the County's issuance of the punch list. Liquidated damages for punch list items shall commence on the SIXTEENTH (16TH) calendar day after the County's issuance of the punch list and accrue until Application for Final Payment has been approved by the County.

3. LIQUIDATED DAMAGES NOT A PENALTY. These liquidated damages represent a reasonable estimate of the County's extra expenses and losses for denied use of the facility, financing costs, additional extended overhead, and any lost revenues. The Contractor agrees that these liquidated damages do not constitute a penalty or forfeiture.

C. NO DAMAGES FOR DELAY/CUMULATIVE IMPACT. Contractor shall not be entitled to any recovery for loss, expense or damage due to delay. The Contractor shall not be entitled to any recovery for loss, expense or damage as a result of cumulative impact due to change orders.

ARTICLE 4. THE COUNTY'S RESPONSIBILITY.

Except as provided in the Scope of Work, the County's responsibilities are as follows:

A. To designate the Director of Public Works or his designee to act on the County's behalf with respect to the Scope of Work. Only the Walton County Board of County Commissioners shall have the authority to issue change orders.

B. To designate Cliff Knauer, P.E., as the Project Engineer and to notify Contractor of any changes in the Project Engineer.

C. County shall pay the Contractor for construction of the Project in accordance with Article 2.

D. The County's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Board of County Commissioners.

ARTICLE 5. CONTRACT DOCUMENTS.

The Contract Documents which comprise this Contract between the County and the Contractor consist of:

A. This Contract;
B. Bid Form submitted by Contractor;
C. Construction Specifications and Technical Specifications for County Road 393 Drainage Improvements, Project No. 043.324, dated October, 2016, prepared by Dewberry | Preble-Rish;
D. Construction Plans for County Road 393 Drainage Improvements Project No. 043.324, dated October 2016, and consisting of Sheets 1 through 7, 8A, 8B, and 9, which comprise the Bidding Documents prepared by Dewberry | Preble-Rish;
E. Change Order(s);
F. The Notice of Award
G. The Notice to Proceed;
H. Any written amendments, modifications or Addenda to this Contract;
I. Walton County Invitation to Bid No. 017-002 for County Road 393 Drainage Improvements; and
J. Instructions to Bidders.

In the event of a conflict between any documents comprising this Contract, the documents shall be construed in the following order of priority: 1) the terms of this Contract; 2) the provisions of the Invitation to Bid No. 017-002 for County Road 393 Drainage Improvement; and then 3) the Contractor's bid response to Invitation to Bid No. 017-002.

ARTICLE 6. BONDS

A. Contractor shall furnish performance and payment Bonds with the executed Contract, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all Contractor's obligations under the Contract Documents. The Bonds shall remain in effect at least until one (1) year after the date of final payment, except as otherwise provided by law. All bonds shall be in substantially the form provided in, and include all required elements of, Section 255.05, Florida Statutes. Contractor shall also furnish such other Bonds as are required by the Contract Documents. All Bonds shall be executed by such Sureties as are authorized to conduct business in the state of Florida and who shall have an A. M. Best rating of **IV-A** or better and who is listed on the United States Treasury Department's T-list as

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acceptable to issue bonds for the applicable dollar amount. All Bonds signed by an agent must be accompanied by a certified copy of the authority to act.

It is further mutually agreed between the parties hereto that if, at any time, the County shall deem the Surety or Sureties upon any Bond to be unsatisfactory, or if, for any reason, such Bond ceases to be adequate, the Contractor shall, at his expense within five (5) business days after the receipt of notice from the County to do so, furnish an additional or replacement Bond or Bonds on the County's standard form, in an amount, and with Surety or Sureties as shall be satisfactory to the County. In such event, no further payments to the Contractor shall be deemed to be due under this Contract until such new or additional security for the faithful performance of the work shall be furnished in a manner and form satisfactory to the County.

It is the Contractor's responsibility to notify the Surety of any changes affecting the general scope of the work or change in the contract price, and the amount of the application bonds shall be adjusted accordingly. The Contractor will furnish proof of such adjustment to the County.

ARTICLE 7. INSURANCE.

A. Contractor shall purchase and maintain through the Contract period workers compensation, comprehensive general liability (occurrence form), comprehensive automobile liability, builder's risk, and other insurance as is appropriate for the Project being performed hereunder by Contractor, its employees, subcontractors or agents. The amounts and types of workers compensation, comprehensive general liability (occurrence form), and comprehensive automobile liability insurance shall conform to the following minimum requirements:

1. Worker's Compensation. Coverage must apply for all employees and statutory limits in compliance with the applicable state and federal laws. In addition, the policy must include the following:

   a. Employer's Liability with a minimum limit per accident in accordance with statutory requirements.

   b. Notice of Cancellation and/or Restriction. The policy must be endorsed to provide the County with ten (10) days' written notice of cancellation and/or restriction.

2. Comprehensive General Liability. Coverage must include:

   a. $300,000 combined limit per occurrence for bodily injury, personal injury and property damage.

   b. Contractual coverage applicable to this specific contract, including any hold harmless and/or indemnification Contract.

   c. Notice of Cancellation and/or Restriction. The policy must be endorsed to provide the County with ten (10) days' written notice of cancellation and/or restriction.

3. Comprehensive Automobile Liability. Coverage must be afforded on a form no more restricted than the latest edition of the Comprehensive

Automobile Liability Policy filed by the Insurance Services Office and must include:

a. $300,000 combined single limit per accident for bodily injury and property damage.

b. Owned Vehicles.

c. Hired and Non-Owned Vehicles.

d. Employee Non-Ownership.

e. Notice of Cancellation and/or Restriction. The policy must be endorsed to provide the County with ten (10) days' written notice of cancellation and/or restriction.

B. Certificates of Insurance evidencing the insurance coverage specified in this Article shall be submitted to the County with the executed Contract. The Certificates of Insurance shall be filed with the County before this Contract is deemed approved by the County. The required Certificates of Insurance not only shall name types of policies provided, but also shall refer specifically to this Contract. All the policies of insurance so required of Contractor shall be endorsed to include as additional insured the County, its officers, employees, and agents, except for Worker's Compensation. If the initial insurance policy expires prior to completion of the Project, renewal Certificates of Insurance shall be furnished ten (10) days prior to the date of the policy expiration.

C. The purchase of any of the above-referenced insurance policies shall not release the Contractor or any Surety created by this Contract from any obligation, warranty or guarantee provided in this Contract.

D. The Insurance Company(ies) shall be authorized to conduct business in the State of Florida.

E. Any risk of loss of completed work on the Project, or work in progress on the Project, equipment and material stored on or off the Project Site, or in transit, shall be borne by the Contractor through the date of final completion for the Project.

ARTICLE 8. SUBCONTRACTORS.

Contractor shall not subcontract more than FIFTY PERCENT (50%) of the work on this Project. After receipt of the Notice of Award the successful bidder shall submit to the County with the executed Contract any changes to the list of names of the subcontractors or other persons or organizations (including those who are to furnish materials and equipment fabricated to a special design) proposed for the principal portions of the Project. The County shall notify the successful bidder in writing after due investigation if it has objection to any subcontractor on the list.

ARTICLE 9. CHANGE ORDER.

The work necessary to complete this Project shall only be amended by a written change order for extra work, deletions or revisions of the Project authorized by the County. For any given change order, the percentage of compensation allowable total for overhead, profit and bond premium shall not exceed the percentage for those types of

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cost included in the original bid. The change order shall set forth authorization to increase or decrease the contract amount and time for completion of the Project. The change order shall also act as a Notice to Proceed with the work specified in the change order. If the County and Contractor cannot agree to an adjustment in compensation or contract time the Contractor may be directed by the County, without invalidating the Contract, to perform any changes in the Project pending final determination of the adjustment in compensation or contract time.

ARTICLE 10. CONCEALED CONDITIONS CLAUSE.

Should unknown physical conditions exist in the ground or in an existing structure which are unusual in nature, or different from conditions ordinarily encountered, then upon claim made by either party hereto within ten (10) days of notice of the condition, an equitable adjustment shall be made. The Contractor shall provide written notice of such concealed condition within forty-eight (48) hours of its discovery thereof. If the parties cannot agree on the amount of the equitable adjustment, then the lowest amount offered shall be paid or credited and the Project shall proceed with the amount of the adjustment to be resolved later. The failure to reach agreement on an equitable adjustment shall not be considered a material breach of this Contract for the purposes of termination.

ARTICLE 11. WARRANTY AND GUARANTEE.

A. The Contractor warrants and guarantees to the County that all work on the Project, including work of any subcontractor or supplier, shall be in strict conformance with the contract documents and shall be free of Defective Work. “Defective Work” shall mean any work, material or equipment incorporated in the Project that the Project Engineer, in his sole discretion, determines is faulty, unsatisfactory, deficient, or damaged, or does not strictly conform to the requirements of the Contract Documents and all applicable state, federal, and local laws, regulations and permits, including but not limited to those permits identified in the List of Applicable Permits. This warranty and guarantee shall survive the one year Correction Period set forth in this Article.

B. Contractor warrants and guarantees that title to all work, materials and equipment covered by an Application for Payment, whether incorporated in the Project or not, will pass to the County at the time of payment free and clear of all liens, claims, security interests and encumbrances.

C. The Contractor warrants and guarantees that any warranties of a manufacturer for goods, materials and equipment covered by an Application for Payment, whether incorporated in the Project or not, will pass to the County at the time of payment.

D. The enumeration of any guarantee or warranty within the Contract Documents shall not be construed to waive any other express or implied warranties.

ARTICLE 12. CONTRACTOR'S REPRESENTATION.

The Contractor represents to the County that:

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A. The Contractor is properly certified and licensed; is solvent financially; is experienced in and competent to complete the Project;

B. The Contractor is familiar with all Federal, State, Local, or other regulatory laws, ordinances and regulations, which in any manner whatsoever may affect the Project.

C. The Contractor utilizes the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of: (a) all persons employed during the contract term by the Contractor to perform employment duties within Florida; and (b) all persons (including subcontractors) assigned by the Contractor to perform work pursuant to the Contract.

D. Temporary and permanent construction which shall be necessary in performance of the Project can be constructed satisfactorily and can be used for the purposes for which it is intended and that such construction will not injure any person or damage any property;

E. The Contractor has examined carefully the Contract Documents; has examined carefully the site upon which the Project is to be performed, has become familiar, by its own investigation, with the various conditions which may affect the performance of the Project; hereby acknowledges that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions of the Project; and will make no claims for compensation due based solely upon the completeness or accuracy of the Contract Documents;

F. The Contractor has made its own estimate of the quantities required for completion of the Project; has determined the quantities estimated in the Contract Documents are accurate and adequate; hereby acknowledges that compensation in the Contract is premised upon performing and furnishing the service, labor, equipment and materials required to complete the Project described by the Contract Documents; and will make no claims for compensation in excess of the total compensation allowed by this Contract for reason of accuracy or adequacy of estimates contained in the Contract Documents;

G. The Contractor, in submitting its Bid, has complied with every requirement of the Instructions to Bidders and has knowledge of and ability to apply the means, methods, techniques, sequences or procedures of construction as may be indicated in or required by the Contract Documents; and

H. In submitting a Bid for this Contract, the Contractor has not discussed its bid or bid amount with any person that submitted or contemplated submitting a bid for this Project nor engaged in any activity which may be collusive or fraudulent.

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ARTICLE 13. TESTS AND INSPECTIONS.

A. Contractor shall give the County timely notice of readiness of the Project for all required inspections, tests or approvals. If any work on the Project that is to be inspected, tested or approved is covered without written concurrence of the County, it must, if requested by the County, be uncovered for observation at Contractor's expense. Neither observations by the County nor inspections, tests or approvals by others shall relieve Contractor from its obligations to complete the Project in strict accordance with the contract documents.

B. If any defective work on the Project is discovered upon testing or inspection, Contractor shall promptly, without cost to the County and as specified by the County, either correct the defective work, whether or not fabricated, installed or completed, or, if the work has been rejected by the County, remove it from the site and replace it with non-defective work. The Contractor shall pay for all re-inspection costs.

C. If within one year after the date of final payment or such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the Contract Documents (the Correction Period), any work on the Project is found to be defective, Contractor shall promptly, without cost to the County and in accordance with the County's written instructions, either correct such defective work, or, if it has been rejected by the County, remove it from the site and replace it with non-defective work. Upon correction of any Defective Work, an additional one (1) year Correction Period shall run for the repaired or replaced work. The County may, at its discretion, occupy and use portions of the Project before Substantial Completion of the entire Project. If the County should so elect to occupy and use a portion of the Project before Substantial Completion of the entire Project, the Project Engineer shall establish the date of Substantial Completion for that portion of the Project, and the Correction Period for that portion of the Project shall run for one (1) year after the date of Substantial Completion established for that portion of the Project. Defects identified for correction during the Correction Period but remaining defective after its expiration shall be considered as part of the Contractor's obligation to repair. If Contractor does not promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, the County may have the defective work corrected or the rejected work removed and replaced, and all direct and indirect costs of such removal and replacement, including compensation for additional professional services, shall be paid by Contractor. This provision shall not be construed as a limitation on any warranty provided by Contractor.

D. The performance or failure to perform any test or inspection shall in no manner be construed as a waiver of any express or implied warranty or guarantee.

ARTICLE 14. INDEMNIFICATION.

A. Contractor shall indemnify and save harmless the County, its officers, agents, and employees, from all claims, suits or actions at law or equity, damages, losses, and expenses, whether direct or indirect, or consequential, including but not limited to charges of engineers, attorneys, and other professionals and costs of both

defense and appeal, in a court of law or other tribunal, for any reason whatsoever, including but not limited to bodily injury, sickness, disease or death of any persons, including employees of Contractor or any subcontractor, or injury to or destruction of property, including loss of use, which claims are arising out of, related to, connected with, or caused by (a) Contractor's or any subcontractor or supplier of Contractor's negligent performance or non-performance of the Project; (b) Defective Work, whether by Contractor or any subcontractor or supplier of Contractor; (c) the failure of Contractor or any subcontractor of Contractor to provide a safe work place; (d) noncompliance with federal, state, and local laws and regulations by Contractor or any subcontractor or supplier of Contractor; (e) the failure of Contractor or any subcontractor or supplier of Contractor to obtain or renew the insurance coverages required by the Contract Documents; or (f) claims for damages to the Project itself, and claims for any other costs which any of them may incur arising from failure, neglect, or refusal of Contractor to faithfully perform the Project and other obligations under the Contract Documents. The provisions of this indemnification agreement shall include all accidents, injuries and claims made, provided, however, that the Contractor shall not be required to indemnify the County for damages arising solely from the negligence of the County and its officers, agents, or employees. Contractor shall, at its own cost and expense, defend such claims, actions or proceedings which are subject to this indemnification agreement, whether groundless or not, which may be commenced against the County, and Contractor shall pay any and all judgments which may be recovered in any such action, claim, proceeding, or suit, excluding that proportion of any judgment for which the County may be found negligent, and defray any and all expenses including costs and attorney's fees, which may be incurred in or be reason of such action, claim, proceeding or suit. The County and Contractor agree that one percent (1%) of the total compensation to Contractor for performance of this Contract is the specific consideration from the County to Contractor for Contractor's indemnity agreement.

B. Nothing herein is intended to serve as a waiver of sovereign immunity by County to which sovereign immunity applies. Nothing herein shall be construed as consent by County to be sued by third parties in any matter arising out of any contract.

C. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Project or the incorporation in the Project of any invention, design, process, product or device which is the subject of patent rights or copyrights held by others. Contractor shall indemnify and hold harmless the County, its officers, Commissioners, employees, agents and other consultants of each and any of them from and against all claims, costs, losses and damages arising out of or resulting from any infringement of patent rights or copyrights incident to the use in the performance of the Project or resulting from the incorporation in the Project of any invention, design, process, product or device not specified in the Contract Documents.

ARTICLE 15. CONTRACT ASSIGNMENT.

The Contractor shall not assign any monies due herein and shall not sublet, sell, transfer, assign, or otherwise dispose of the Contract or any portion thereof; or its right, title, or interest therein, without prior written consent of the County.

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ARTICLE 16. PROHIBITION AGAINST CONTINGENT FEES.

Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Contractor to solicit or secure this Contract and that Contractor has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this Contract. For the breach or violation of this provision, the County shall have the right to terminate this Contract without liability, and at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

ARTICLE 17. SUCCESSORS AND ASSIGNS.

The County and Contractor bind themselves, their partners, successors, assigns and legal representatives to the other party to this Contract and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Contract. Neither the County nor Contractor shall assign, sublet or transfer any interest in this Contract without the written consent of the other.

ARTICLE 18. INDEPENDENT CONTRACTOR.

Neither the County nor any of its employees shall have any control over the conduct of Contractor or any of Contractor's employees, except as herein set forth, and Contractor expressly warrants not to represent at any time or in any manner that Contractor or any of Contractor's agents, servants or employees are in any manner agents, servants or employees of the County. It is understood and agreed that Contractor is, and shall at all times remain as to the County, a wholly independent contractor.

ARTICLE 19. THIRD PARTY BENEFICIARIES.

There shall be no third-party beneficiaries to the Contract. Nothing herein shall be deemed to create any obligation on the part of the County with respect to any third-party who is not in direct contractual privity with the County, including but not limited to any obligation on the part of the County to pay, or see to payment of, any third-party who is not in direct contractual privity with County.

ARTICLE 20. EQUAL EMPLOYMENT AND NON-DISCRIMINATION.

In connection with the Project, Contractor agrees to comply with the applicable provisions of State and Federal Equal Employment Opportunity statutes and regulations.

ARTICLE 21. TERMINATION AND SUSPENSION OF CONTRACT BY THE COUNTY.

This Contract may be terminated by the County, at any time with or without cause, with ten (10) days' written notice. If this Contract is so terminated, Contractor shall be denied access to the construction site immediately upon termination and Contractor shall be prohibited from removing without County's prior approval any item from the construction site. Contractor shall be paid for all work performed on the Project,

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pursuant to the terms and conditions of this Contract, up to the date of termination and shall promptly deliver to the County copies, including As-Built drawings of all then completed deliverable items and all tracings, drawings, survey notes and other documents that directly support the deliverables prepared by Contractor. **Contractor shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from the termination.**

The County may, with or without cause, order the Contractor in writing to suspend, delay, or interrupt the work, in whole or in part, for such period of time as the County may determine.

ARTICLE 22. SEVERABILITY.

In the event that any provision of this Contract shall, for any reason, be determined invalid, illegal or unenforceable in any respect, the parties hereto shall negotiate in good faith and agree to such amendments, modifications or supplements of this Contract or such other appropriate actions as shall, to the maximum extent practicable in the light of such determination implement and give effect to the intentions of the parties as reflected herein, and the other provisions of this Contract, as amended, modified, supplemented or otherwise affected by such action, shall remain in full force and effect.

ARTICLE 23. NOTICES.

Any notices to be given under this Contract shall be given by United States Mail, addressed to Contractor at its address stated above, and to the County at its address stated above. Additional notice may also be given by facsimile in which case it shall be deemed that notice was provided on the date said facsimile was received. The party providing notice by facsimile shall confirm that the facsimile was received by the other party.

ARTICLE 24. ACCESS TO THE PROJECT.

The County, testing agencies, and governmental agencies with jurisdictional interest will have access to the Project at reasonable times for their observation, inspection and testing. Contractor shall provide proper and safe conditions for such access.

ARTICLE 25. PUBLIC ACCESS.

A. Both parties shall allow public access to all project documents and materials to the extent required/permitted by Chapter 119, Florida Statutes. Should either party assert any exemptions to the requirements of Chapter 119, F.S., and related statutes, the burden of establishing such exemptions, by way of injunctive or other relief as provided by law, shall be upon the party asserting the exemption.

B. Both parties shall meet all requirements for retaining public records. The Contractor shall transfer to the County at no cost all public records in its possession upon termination of the Contract and shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All

records stored electronically must be provided to the County in a format that is compatible with the information technology systems utilized by the County.

C. In the event either party must initiate litigation against the other in order to enforce compliance with Chapter 119, Florida Statutes, or in the event of litigation filed against the County because the Contractor failed to provide access to public records responsive to a public record request, County shall be entitled to recover all costs, including but not limited to reasonable attorneys' fees, costs of suit, witness fees, and expert witness fees expended as part of said litigation and any subsequent appeals.

ARTICLE 26. RECORDS.

The Contractor shall maintain records, and the County shall have inspection and audit rights as follows:

A. Maintenance of Records: The Contractor shall maintain all financial and non-financial records and reports directly or indirectly related to the negotiation or performance of this Contract including supporting documentation for any service rates, expenses, research or reports. Such records shall be maintained and made available for inspection for a period of five (5) years from completing performance and receiving final payment under this Contract.

B. Examination of records: The County or its designated agent shall have the right to examine in accordance with generally accepted governmental auditing standards all records directly or indirectly related to this Contract. Such examination may be made only within five (5) years from the date of final payment under this Contract and upon reasonable notice, time, and place.

C. Cost and pricing data: The Contractor, by executing this Contract, certifies to truth-in-negotiation, specifically that wage rates and other factual unit costs supporting the consideration are accurate, complete, and current at the time of Contracting. The Contractor agrees that the County may adjust the consideration for this Contract to exclude any significant sums by which the consideration was increased due to inaccurate, incomplete, or non-current wage rates and other actual unit costs. The County shall make any such adjustment within one (1) year following the termination of this Contract.

ARTICLE 27. CONTROLLING LAW AND ATTORNEY FEES.

A. This Contract is to be governed by the laws of the State of Florida. The venue for any litigation resulting out of this Contract shall be in Walton County, Florida.

B. Should litigation be necessary to enforce any term or provision of this Contract, or to collect any portion of the amount payable under this Contract, then the prevailing party shall be entitled to recover all costs, including but not limited to reasonable attorneys' fees, expert witness fees, costs of suit, witness fees, and expenses necessary to aid in the enforcement of collection of any and all amounts due, incurred, or otherwise expended as part of said litigation and any subsequent appeals

ARTICLE 28. EXTENT OF CONTRACT.

A. This Contract represents the entire and integrated agreement between the County and Contractor and supersedes all prior negotiations, representations or agreements, either written or oral.

B. This Contract may only be amended, supplemented, modified, changed or canceled by a duly executed written instrument.

IN WITNESS WHEREOF, the parties to these presents have executed this contract in the year and day first mentioned above.

ATTEST:

_____
Alex Alford, Clerk of Circuit Court
And County Comptroller

WALTON COUNTY, FLORIDA

By: _____
_____, Chair
Board of County Commissioners

Date: _____

Approved As To Form.

_____
Mark D. Davis, Walton County Attorney

CONTRACTOR

By: _____

Date: _____

STATE OF FLORIDA:

COUNTY OF _____:

Acknowledged and subscribed before me the undersigned notary on _____, 2016, by _____, the _____ (insert title) of _____ (insert company name), with legal corporate authority, and who is known to me or has produced identification of: _____.

_____
Notary Public

Drafted by the Office of the County Attorney.
Approved by the Board of County Commissioners _____, 2016.

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PREVIOUS EXPERIENCE AND CURRENT COMMITMENTS

Invitation to Bid:	**017-002 COUNTY ROAD 393 DRAINAGE IMPROVEMENTS**
Contractor:	

PREVIOUS EXPERIENCE
Please list in reverse chronological order other projects of the same nature and scope that your company has completed.

Date of Project	Name of Project	Owner:	Dollar Value of Project	Contact Name	Phone Number and/or Email

CURRENT COMMITMENTS
Please provide a detailed list of your company's current commitments which may potentially impact timely completion of this project.

Name/Nature of Project	% Complete	Anticipated Completion Date

PUBLIC CONSTRUCTION BOND

BOARD OF COUNTY COMMISSIONERS,
WALTON COUNTY, FLORIDA

COUNTY ROAD 393 DRAINAGE IMPROVEMENTS

BY THIS BOND, We _____, as Principal and _____, a corporation, as Surety, whose address is _____,_____, Florida _____, are bound to Walton County, Florida, a political subdivision of the State of Florida, hereinafter referred to as "COUNTY", in the sum of _____ DOLLARS ($_____), for the payment of which, we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that the Principal:

1. Performs the Contract dated _____, 2016, between Principal and County for:

> Add additional flow capacity to an existing stormwater system to alleviate flooding in the Sandal Beach Townhomes development by construction two 36" Reinforced Concrete Pipe (RCP) culverts crossing under CR 393. CR 393 will be open cut and reconstructed, and a detour and maintenance of traffic will need to be maintained,

the Contract being made a part of this bond by reference, at the times and in the manner prescribed in the Contract, and

2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the Contract; and

3. Pays County all losses, damages, expenses, costs, and attorney's fees, including appellate proceedings, that County sustains because of a default by Principal under the Contract; and

4. Performs the guarantee of all work and materials furnished under the Contract for the time specified in the Contract, then this bond is void; otherwise it remains in full force.

Any claims made against this bond shall be made in accordance with the notice and time limitations specified in Section 255.05(2), Florida Statutes.

Any changes in or under the Contract Documents and compliance or noncompliance with any formalities connected with the Contract or the changes do not affect surety's obligation under this bond.

Venue for any litigation resulting from this bond shall be Walton County, Florida.

Signed and sealed this ____ day of _____, 2016.

ATTEST: PRINCIPAL

_____
By:_____
By: _____ (SEAL)

_____
[PRINT NAME & TITLE]

ATTEST: SURETY

_____
By:_____
By: _____

_____
[PRINT NAME & TITLE]

SUBCONTRACTORS AND SUPPLIERS DECLARATION

BOARD OF COUNTY COMMISSIONERS,
WALTON COUNTY, FLORIDA

COUNTY ROAD 393 DRAINAGE IMPROVEMENTS

CONTRACTOR SHALL NOT SUBCONTRACT MORE THAN FIFTY PERCENT (50%) OF THE WORK ON THIS PROJECT.

To enable the County to evaluate the Bidder's qualifications to perform the Project, the Bidder shall list in the spaces below each Subcontractor, Supplier and Materialman whom the Bidder intends to award a subagreement in excess of two percent (2%) of the proposed total contract price**. FAILURE TO IDENTIFY SAID SUBCONTRACTORS, SUPPLIERS, OR MATERIALMEN OR TO INDICATE THAT NO SUBAGREEMENT IN EXCESS OF 2 PERCENT (2%) OF THE PROPOSED TOTAL CONTRACT IS INTENDED TO BE AWARDED MAY RESULT IN YOUR BID BEING FOUND NON-RESPONSIVE**. List the Subcontractors, Suppliers and Materialmen in descending order, from the highest percentage to the lowest percentage.

The Bidder certifies that the following subcontracting, supplier, or materialman firms, if acceptable to the County, shall be awarded subcontracts for the following portions of the Project in the event that the Bidder is awarded the contract. **IN THE EVENT BIDDER IS AWARDED THE CONTRACT FOR THIS PROJECT, ANY CHANGES TO THE FOLLOWING LIST OF SUBCONTRACTORS, SUPPLIERS, OR MATERIALMAN FIRMS MUST BE AUTHORIZED IN WRITING BY THE COUNTY.**

SUBCONTRACTORS		
WORK TO BE PERFORMED	NAME & ADDRESS	PERCENTAGE OF PROPOSED TOTAL CONTRACT PRICE
NO SUBAGREEMENT IN EXCESS OF 2 PERCENT (2%) OF THE PROPOSED TOTAL CONTRACT IS INTENDED TO BE AWARDED Bidder's Initials:		

(If additional space is needed, please attach a separate page.)

MATERIALMEN		
MATERIAL(S) TO BE SUPPLIED	NAME & ADDRESS	PERCENTAGE OF PROPOSED TOTAL CONTRACT PRICE

PUBLIC ENTITY CRIMES

Board of County Commissioners,
Walton County, Florida

COUNTY ROAD 393 DRAINAGE IMPROVEMENTS

Sworn Statement Under Section 287.133(3)(a), Florida Statutes,
on Public Entity Crimes

This form must be signed in the presence of a Notary Public or other officer authorized to administer oaths:

This sworn statement is submitted to The Board of County Commissioners,

Walton County, Florida by _____,

who holds the position of _____,
[Title]

for _____, whose
[name of entity submitting sworn statement]

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: _____.)

- I understand that a "**public entity crime"** as defined in Paragraph 287.133(l)(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 any agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

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

- I understand that an "**affiliate**" as defined in Paragraph 287.133(l)(a), Florida Statutes, means:

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

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

- 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 ONE (1) above is for that Public Entity only and, that this form is valid through December 31 of the calendar year in which it is filed. I also understand that I am required to inform the Public Entity prior to entering into a contract in excess of the threshold

amount provided in Section 287.017, Florida Statutes for category two of any change in the information contained in this form.

BIDDER: _____

By: _____
Printed Name: _____
As Its: _____
Date: _____

STATE OF FLORIDA
COUNTY OF _____

Personally appeared before me, the undersigned authority, _____ who is personally known to me or who produced the following identification _____ _____, and who after first being sworn by me, affixed his/her signature in the space provided on this _____ day of _____, 2016.

[SEAL]

_____
NOTARY PUBLIC

Drug Free Work Place Certification

BOARD OF COUNTY COMMISSIONERS,
WALTON COUNTY, FLORIDA

COUNTY ROAD 393 DRAINAGE IMPROVEMENTS

This form must be completed and attached to bid.

Identical tie bids: preference shall be given to businesses with drug-free work place programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the state or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certified that it has implemented a drug-free work place program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free work place program. In order to have a drug-free work place 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 work place 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 work place, the business's policy of maintaining a drug-free work place, available drug counseling, rehabilitation providing 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 of 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 no contest to, and 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 work place through implementation of this section

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

_____	_____
Company Name	Authorized Signature
_____	_____
Federal ID Number or SSN	Print Name

_____

Date

TRENCH SAFETY COMPLIANCE

BOARD OF COUNTY COMMISSIONERS,
WALTON COUNTY, FLORIDA

COUNTY ROAD 393 DRAINAGE IMPROVEMENTS

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC BY AN OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This Sworn Statement is submitted with Bid No. _____ for _____ _____.

2. This Sworn Statement is submitted by _____ whose business address is _____ and (if applicable) its Federal Employer Identification Number (FEIN) is _____.

3. My name is _____; I hold the position of _____ with the above entity.

4. The Trench Safety Standard that will be in effect during the construction of this Project is _____.
(refer to Fla. Statute or OSHA Standard)

5. The undersigned assures that the entity will comply with the applicable Trench Safety Standards and agrees to indemnify and hold harmless the County and ENGINEER, and any of their agents or employees from any claims arising from the failure to comply with said standard.

6. The undersigned has appropriated $_____ per linear foot of trench to be excavated over 5' deep for compliance with the applicable standards and intends to comply by instituting the following procedures:

7. The undersigned has appropriated $_____ per square foot for compliance with shoring safety requirements and intends to comply by instituting the following procedures:

8. The undersigned, in submitting this Bid, represents that he or she has reviewed and considered all available geotechnical information and made such other investigations and tests as he or she may deem necessary to adequately design the trench safety system(s) he or she will utilize on this Project.

_____

(Signature)

Date: _____

STATE OF FLORIDA
COUNTY OF _____

Personally appeared before me, the undersigned authority, _____ who is personally known to me or who produced the following identification _____, and who after first being sworn by me, affixed his/her signature in the space provided on this _____ day of _____, 2016.

[SEAL]

_____
NOTARY PUBLIC

DRAFT

QUESTIONNAIRE

Board of County Commissioners
Walton County, Florida

Owner: Walton County, Florida

Project Engineer: **Cliff Knauer, P.E.**

Project Name: **County Road 393 Drainage Improvements**

The undersigned warrants that all statements and answers to questions hereinafter made are current, accurate, and complete as of the date indicated below.

1. Has your organization filed any law suits or requested arbitration, mediation, or any kind dispute resolution or administrative proceeding, with regard to construction contracts within the last ten (10) years? If the answer is yes, identify the proceeding, the parties thereto, and a brief summary of the nature of the dispute and ultimate resolution thereof.

2. Has your organization been sued with regard to a construction contract within the last ten (10) years? If the answer is yes, identify the proceeding, the parties thereto, and a brief summary of the nature of the dispute and ultimate resolution thereof.

3. How many years has your organization been in business as a licensed Contractor under your present business name?

4. Has your organization ever failed to complete work awarded to it? _____ If so, where and why?

5. Has any officer or partner of your organization ever been an officer or partner of another organization that failed to complete a construction project? _____ If so, state name of individual, organization and reason therefore.

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6. Does your organization now hold valid certificates of competency or licenses for which a specific license is required? _____ If so, attach copies of all licenses covering the work under the Bidding/Contract Documents together with the specific political jurisdiction issuing said licenses.

   Attachment _____, consisting of _____ pages.

7. Identify the Project Superintendent you intend to use for this Project. Also provide the following information, years Project Superintendent has been employed with your organization; the contracts in the last five years that said personnel has worked on; said personnel's position and responsibilities in said contracts.

   Attachment _____, consisting of _____ pages.

Signed this _____ day of _____. 2016.

Bidder: _____

By: _____

Title: _____

Date: _____

DRAFT

Board of County Commissioners
Walton County, Florida
UNAUTHORIZED ALIENS

COUNTY ROAD 393 DRAINAGE IMPROVEMENTS

Inasmuch as the employment of unauthorized aliens is prohibited by §448.09, Florida Statutes. the County prohibits contracting with firms that knowingly utilize services of unauthorized aliens in the performance of contracts for goods or services with the County. Additionally such firms may not knowingly contract with sub-contractors who utilize the services of unauthorized aliens.

By signing below the bidder swears or affirms that:

His/her company does not knowingly utilize the services of unauthorized aliens in the performance of contracts. The company agrees that the County may conduct random checks of personnel records as they pertain to this issue. Violation of this requirement may result in immediate termination of the contract. Additionally violation of this requirement may result in the company being prohibited from submitting bids/proposals for County contracts for a period of five years. (See Procedure PP-022, Walton County Purchasing Policies and Procedures Manual.)

_____
Signature

_____
Printed Name

_____
Title

_____
Date

STATE OF FLORIDA;
COUNTY OF _____;

Subscribed and sworn to before me this_____ day of_____, 2016.

_____ [SEAL]
Notary Public

My commission expires_____

[ ] Personally known
[ ] Produced Identification
Type of Identification: _____

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