

REVISED (02/27/20)

INVITATION TO BID

BOARD OF COUNTY COMMISSIONERS,
WALTON COUNTY, FLORIDA

MAINTAINING MULTI-USE PATH AND RIGHTS OF WAY - 2020

BID NO.: 020-015

Sealed bids for the Maintaining Multi-Use Path and Rights of Way 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 **9:00 A.M. LOCAL TIME on APRIL 13, 2020**, 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 maps for the Walton County Bike Path, Walton County, TDC, consisting of 30 A sheets C-1 through C-44, prepared by Walton County Public Works, Scenic Gulf Drive sheets 1 through 3, Allen Loop sheets 1 through 3, Thompson Road, sheets 1 and 2, Oyster Lake Causeway sheet 1, CR 393 sheet 1, CR 83 sheet 1, CR 283 sheets 1 and 2, CR 395 sheets 1 through 3, prepared by Preble-Rish, Inc., Project No. 719.000, which comprise the Bidding Documents prepared by Walton County. **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:

The selected Contractor will provide maintenance of the grounds located in South Walton for the Multi-Use Path and designated rights of way, which consist of approximately 20+/- miles, identified in the maps prepared by Preble-Rish and Walton County Public Works.

Contractor must have a current Certified Pest Control Operator's License and submit a copy of that license with the submittal responsive to ITB 020-015 MAINTAINING MULTI-USE PATH AND RIGHTS OF WAY – 2020.

Contractor must have the experience, equipment and resources necessary to promptly and completely satisfy the requirements provided in the Scope of Work attached in this ITB to the Contract as Exhibit A.

Maintenance activities should follow the standards provided by the 2012 or newer version of "A Guide for Roadside Vegetation Management", which is provided in the link below.

[https://fdotwww.blob.core.windows.net/sitefinity/docs/default-source/maintenance/maintenance/rdw/dot-final-\(3\)turf-management-guide-uf.pdf?sfvrsn=49cac3ac_0](https://fdotwww.blob.core.windows.net/sitefinity/docs/default-source/maintenance/maintenance/rdw/dot-final-(3)turf-management-guide-uf.pdf?sfvrsn=49cac3ac_0)

Drawings and Specifications may be examined at the following location:

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

(Drawings and Specifications may be obtained at no charge on-line at <http://www.co.walton.fl.us/bids>.)

A paper copy of the Drawings and Specifications 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 **9:00 A.M.**
on **MARCH 25, 2020**
at
TDC Beach Operations
924 South County Hwy 83
Santa Rosa Beach, Florida 32459

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 executed by a licensed resident agent of the surety or insurance company authorized to do 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 **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.

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: **MAINTAINING MULTI-USE PATH & RIGHTS OF WAY- 2020**
ITB NO.: **020-015**

Name of Business: _____

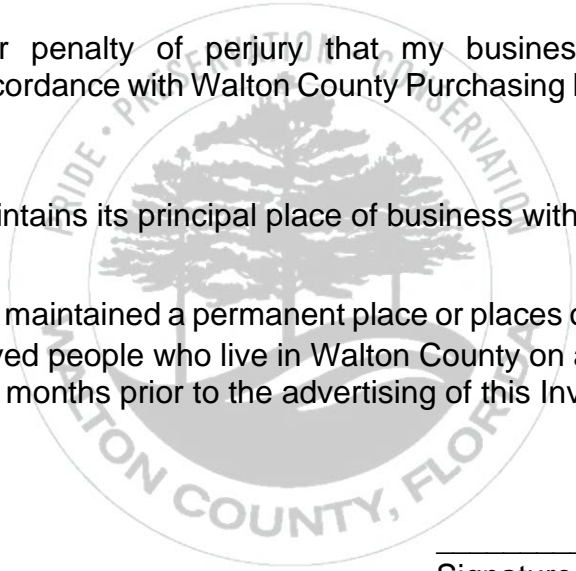
Address: _____

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
**MAINTAINING MULTI-USE PATH
AND RIGHTS OF WAY - 2020**

BID NO.: 020-015

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, Contract, the Bid Form, and maps for the Walton County Bike Path, Walton County, TDC, consisting of 30 A sheets C-1 through C-44, prepared by Walton County Public Works, Scenic Gulf Drive sheets 1 through 3, Allen Loop sheets 1 through 3, Thompson Road, sheets 1 and 2, Oyster Lake Causeway sheet 1, CR 393 sheet 1, CR 83 sheet 1, CR 283 sheets 1 and 2, CR 395 sheets 1 through 3, prepared by Preble-Rish, Inc., Project No. 719.000, (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 on line at no charge at www.co.walton.fl.us/bids.aspx.
2. Paper copies of the complete sets of 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.
3. 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.

4. 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 O'CLOCK NOON ON MARCH 31, 2020.** 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

The period between the end of the advertisement for the Invitation to Bid, and the contract award, or any resulting bid protest is resolved, or the solicitation is otherwise canceled is referred to as the Blackout Period. During the blackout period any communication regarding the aforementioned solicitations is prohibited between the bidder(or its agents or representatives) or other entity with the potential for a financial interest in the award (or their respective agents or representatives) regarding such competitive solicitation, and any County Commissioner or County employee, selection committee member or other persons authorized to act on behalf of the Board including the County's Architect, Engineer or their sub Contractors, or anyone designated to

provide a recommendation to award a particular contract, other than Purchasing Division staff. Each competitive solicitation shall provide notice of the blackout period.

1. Exceptions to the Blackout Period

The blackout period shall not apply to:

- a. Communications at any public proceeding or meeting, including pre-bid conferences, selection committee presentations or pre-award meetings
- b. Communications during contract negotiations between designated County employees and the intended contract awardee.
- c. Communication with a vendor by a Purchasing Division employee following the bid opening to clarify the vendor's bid or intended scope of services.
- d. Communication following the filing of a protest between the protesting party and the Purchasing Division, County Administrator's Office and the County Attorney's Office, during the dispute resolution process.
- e. Purchases exempt from competitive selection, sole source procurements, single source procurements, and emergency procurements, as defined in Walton County Board of County Commissioners Purchasing Policy and Procedure manual.
- f. Communications with existing vendors in the performance of existing contracts

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.

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 OPEN 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 Contractor 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

MAINTAINING MULTI-USE PATH AND RIGHTS OF WAY - 2020

BID NO.: 020-015

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

Name: Glyndol Johnson, Purchasing Agent
Telephone Number: 850-892-8176 FAX Number: 850-892-8145
Email Address: johglyndol@co.walton.fl.us

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 SEVEN (7) calendar days after Notice of Award. Failure to do so will result in loss of surety.

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 MAINTAINING MULTI-USE PATH AND RIGHTS OF WAY - 2020 PROJECT.

If awarded the contract, 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 maps for the Walton County Bike Path, Walton County, TDC, consisting of 30 A sheets C-1 through C-44, prepared by Walton County Public Works, Scenic Gulf Drive sheets 1 through 3, Allen Loop sheets 1 through 3, Thompson Road, sheets 1 and 2, Oyster Lake Causeway sheet 1, CR 393 sheet 1, CR 83 sheet 1, CR 283 sheets 1 and 2, CR 395 sheets 1 through 3, prepared by Preble-Rish, Inc., Project No. 719.000, 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

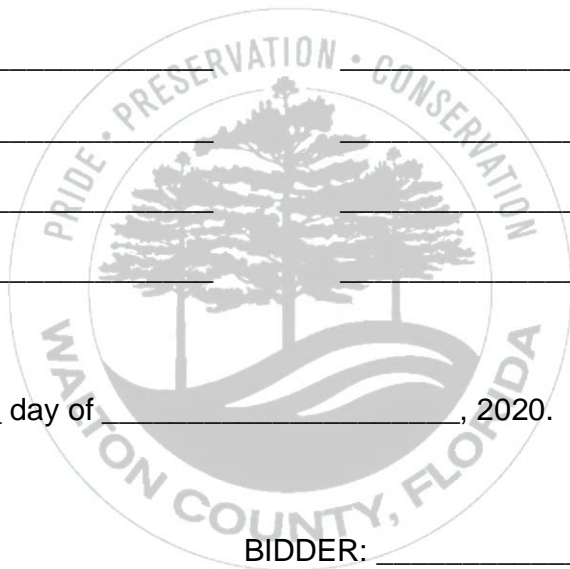
The name and address of the Bidder submitting this Bid is:

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 _____, 2020.



CORPORATE SEAL
IF APPLICABLE

BIDDER: _____

By: _____

Printed Name: _____

As Its: _____

Address: _____

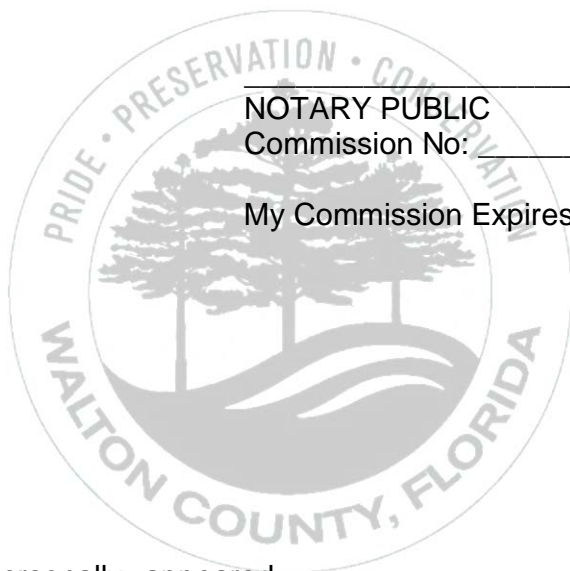
IF NOT A CORPORATION

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 _____, 2020.

[SEAL]



NOTARY PUBLIC
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 _____, 2020.

[SEAL]

NOTARY PUBLIC
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.

DISTANCE	LOCATION	COST PER MONTH
Scenic Gulf Drive to Okaloosa County Line (.9 MILES OUT OF 3 MILES)		
0.1 Miles	Ciboney to Holiday Road	\$
0.2 Miles	Miami Street to Circle K	\$
0.4 Miles	Circle K to end of Majestic Boardwalk	\$
0.2 Miles	Lake to West of Winn-Dixie	\$
SUBTOTAL		\$
Scenic Hwy 30-A (12.6 miles out of 18.7 miles)		
.1 Miles	East Hwy 98/30-A to intersection of Winston Lane	\$
.5 Miles	Emerald Crest to Walton Gulfview Drive	\$
.1 Miles	West boundary of Point of View to Capistrano	\$
.1 Miles	West boundary of Tranquility to Seacrest Condo	\$
.6 Miles	8260 Sea Cliffs to East Boundary of Watersound	\$
.2 Miles	Prominence to Dune Drift Lane	\$
.6 Miles	East Boundary of Deer Lake to West Boundary	\$
.1 Miles	Lakewood Drive to Lakewood Point Estates	\$
1.0 Miles	Eastern Lake Bridge to One Seagrove	\$
.2 Miles	Goatfeathers II to Bench Crest	\$
1.0 Miles	Montigo Avenue to Seaside	\$
2.8 Miles	West Boundary of Watercolor to Sanctuary by the Sea	\$
.9 Miles	1465 Hwy 30-A to Adagio/Flower Street	\$
1.8 Miles	Redfish Circle to Gulfplace	\$
.1 Miles	West Boundary of Gulfplace to Golf Course	\$
1.8 Miles	East Boundary of Vizcaya to Breeze and Sunset Ave	\$
.7 Miles	Flamingo to Hwy 98	\$
SUBTOTAL		\$

DISTANCE	LOCATION	COST PER MONTH
North and South Bound Roads Maintained (7 MILES OUT OF 7.3 MILES)		
.2 Miles	CR 83 - from CR 30-A to US 98	\$
.1 Miles	CR 83 South of CR 30-A	\$
.1 Miles	Gulfview Heights South of CR 30-A	\$
1.2 Miles	Thompson Road from Allen Loop to US 98	\$
1.1 Miles	Allen Loop Drive	\$
.6 Miles	CR 393 from CR 30-A to Ridge Road	\$
1.68 Miles	CR 283 from CR 30-A to US 98	\$
.4 Miles	CR 395 from CR 30-A to Watercolor	\$
1.8 Miles	CR 30-A from Watercolor to US 98	\$
SUBTOTAL		\$
BASE BID TOTAL MONTHLY COST:		\$
Scenic Hwy 30-A (10.53 miles out of 18.7 miles)		
	Hwy 98 to Sta 11+00 (both sides)	\$
	Sta 11+00 to 48+50 (south side)	\$
	Sta 52+00 to 76+25 (south side)	\$
	Sta 79+50 to 104+80 (south side)	\$
	Sta 111+80 to Sta 115+00 (south side)	\$
	Sta 118+75 to Sta Allen Loop Road West Sta 124+00 (north side)	\$
	Oyster Lake Bridge Sta 129+50 to Sta 133+00 (north side)	\$
	Sta 133+50 to Sta 146+50 (south side)	\$
	Allen Loop Road East Sta 160+00 to Sta 165+00 (south Side)	\$
	Sta 167+25 to Sta 173+50 (south side)	\$
	CR 393 Sta 186+25 to Sta 196+25 (north side)	\$
	North Spooky Lane Sta 199+50 to Brentwood Lane Sta 206+00 (north side)	\$
	Sta 211+25 to Sta 231+25 (north side)	\$
	Sta 241+50 to Sta 252+00 (north side)	\$
	Sta 253+00 to Sta 262+20 (north side)	\$
	Sta 269+50 to Sta 288+75 (north side)	\$
	Sta 294+50 to CR 83 Sta 304+50 (north side)	\$
	Big Redfish Lake Sta 314+50 to Sta 323+20 (north side)	\$
	Sta 346+00 to Sta 465+00 (north side)	\$
	Sta 465+00 to 494+50 (south side)	\$

DISTANCE	LOCATION	COST PER MONTH
	Sta 628+50 to Sta 634+80 (north side)	\$
	Sta 637+00 to Sta 641+50 (north side)	\$
	Sta 652+50 to Sta 661+50 (north side)	\$
	Sta 668+50 to North Gulf Drive Sta 670+25 (north side)	\$
	Sta 672+00 to Sta 683+50 (north side)	\$
	Sta 689+00 to Sta 769+20 (north side)	\$
	Sta 786+00 to Camp Creek Road Sta 818+00 (north side)	\$
	Sta 836+50 to Seabreeze Trail Sta 840+75 (north side)	\$
	Seacrest Dr Sta 854+00 to Sta 858+00 (north side)	\$
	Sta 863+00 to Sta 865+75 (north side)	\$
	Sta 868+50 to Walton Gulfview Drive Sta 870+00 (north side)	\$
	Sta 877+00 to Sta 897+50 (north side)	\$
ALTERNATE BID ITEM #1 TOTAL MONTHLY COST:		
North and South Bound Roads Maintained (7 MILES OUT OF 7.3 MILES)		
.2 Miles	CR 83 - from CR 30-A to US 98	\$
.1 Miles	CR 83 South of CR 30-A	\$
.1 Miles	Gulfview Heights South of CR 30-A	\$
1.2 Miles	Thompson Road from Allen Loop to US 98	\$
1.1 Miles	Allen Loop Drive	\$
.6 Miles	CR 393 from CR 30-A to Ridge Road	\$
1.68 Miles	CR 283 from CR 30-A to US 98	\$
.4 Miles	CR 395 from CR 30-A to Watercolor	\$
1.8 Miles	CR 30-A from Watercolor to US 98	\$
ALTERNATE BID ITEM #2 TOTAL MONTHLY COST:		\$

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.**

BID NAME: MAINTAINING MULTI-USE PATH AND RIGHTS OF WAY - 2020
BID NO.: 020-015

BID AMOUNT: \$ _____ Dollars
and cents (\$ _____)

BIDDER: _____

Respectfully submitted:

Signature

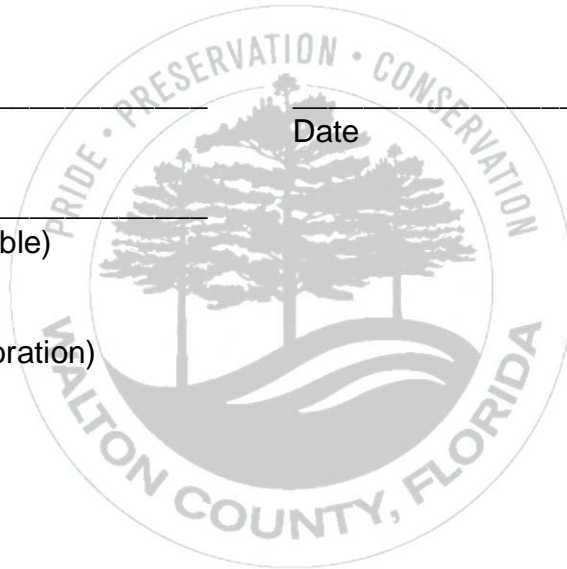
Address

Title

Date

License Number (if applicable)

(SEAL – if bid is by a corporation)



ATTEST:

FLORIDA BID BOND

MAINTAINING MULTI-USE PATH AND RIGHTS OF WAY - 2020

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 maps for the Walton County Bike Path, Walton County, TDC, consisting of 30 A sheets C-1 through C-44, prepared by Walton County Public Works, Scenic Gulf Drive sheets 1 through 3, Allen Loop sheets 1 through 3, Thompson Road, sheets 1 and 2, Oyster Lake Causeway sheet 1, CR 393 sheet 1, CR 83 sheet 1, CR 283 sheets 1 and 2, CR 395 sheets 1 through 3, prepared by Preble-Rish, Inc., Project No. 719.000.

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 SEVEN (7) 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 SEVEN (7) 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 _____, 2020.

PRINCIPAL

BY: _____

TYPED NAME & TITLE

SURETY

BY: _____

ATTORNEY-IN-FACT

TYPED NAME & TITLE

**AGREEMENT FOR
MAINTAINING MULTI-USE PATH
AND RIGHTS OF WAY - 2020**

CONTRACT NO.: 020-015

THIS AGREEMENT is made this _____ day of _____, 2020, between **WALTON COUNTY, FLORIDA**, a political subdivision of the State of Florida, whose address is 76 North Sixth Street, DeFuniak Springs, Florida 32433, the "County", and _____, Florida corporation/limited liability company, whose address is _____ the "Contractor".

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained, the parties hereto agree as follows.

SECTION 1. INTENT: HIRING OF CONTRACTOR.

The County desires to hire the Contractor to maintain the grounds on the multi-use path and designated rights of way in south Walton County, and the Contractor desires to render such services. Contractor's services are described in the Scope of Services, attached and incorporated by reference in this Agreement. Therefore, the County agrees to hire Contractor and Contractor agrees to perform the consulting services set forth in the Scope of Services.

SECTION 2. SCOPE OF SERVICES.

Contractor shall maintain the grounds on the multi-use path and designated rights of way in south Walton County in accordance with the Scope of Services set forth in **Exhibit A** which is attached and incorporated by reference.

SECTION 3. COUNTY'S RESPONSIBILITY.

Except as provided in the Scope of Services, the County's responsibilities are to furnish required information and services and render approvals and decisions as necessary for the orderly progress of Contractor's services. The County hereby designates the TDC Executive Director or his designee to act on the County's behalf with respect to the Scope of Services. The County Administrator shall have complete authority to transmit instructions, receive information, interpret and define County's policies and decisions with respect to materials, elements and systems pertinent to Contractor's services.

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

SECTION 4. TERM OF AGREEMENT.

The term of this Agreement shall be TWO (2) years effective JUNE 14, 2020 with the option to renew for two periods of ONE (1) year each at the sole discretion of the County.

SECTION 5. COMPENSATION.

A. Total compensation under this Agreement for performing the services set forth in the Scope of Services shall not exceed _____ AND 00/100THS DOLLARS (\$_____).

B. Contractor shall prepare and submit monthly invoices for the services rendered under this Agreement to the County for approval. Invoices for services shall be paid in accordance with the Florida Prompt Payment Act. All invoices shall be accompanied by a report identifying the nature and progress of the work performed. The statement shall show a summary of fees with an accrual of the total fees billed and credits for portions paid previously. The County reserves the right to withhold payment to Contractor for failure to perform the work in accordance with the provisions of this Agreement, and the County shall promptly notify Contractor if any invoice or report is found to be unacceptable.

SECTION 6. DOCUMENTS.

The documents which comprise this Agreement between the County and the Contractor are:

- A. This Agreement;
- B. The Scope of Services attached hereto as **Exhibit A**;
- C. Walton County Invitation to Bid No. 020-015, Maintaining Multi-Use Path and Rights of Way - 2020;
- D. Service Area – Maintaining Multi-Use Path & Rights of Way In Walton County, Walton County ITB #020-015;
- E. Any written amendments, modifications, or addenda to this Agreement; and
- F. Contractor's submittal responsive to Invitation to Bid No. 020-015, Maintaining Multi-Use Path and Rights of Way - 2020.

In the event of a conflict between any documents comprising this Agreement, the documents shall be construed in the following order of priority: 1) the terms of this Agreement; 2) the provisions of Invitation to Bid No. 020-015, Maintaining Multi-Use Path and Rights of Way - 2020; and then 3) the Contractor's reply submitted in response to Invitation to Bid No. 020-015.

SECTION 7. EQUAL OPPORTUNITY EMPLOYMENT.

In connection with the work to be performed under this Agreement, Contractor agrees to comply with the applicable provisions of State and Federal Equal Employment Opportunity statutes and regulations.

Drafted by the Office of the County Attorney.

Approved by the Board of County Commissioners _____, 2020

SECTION 8. E-VERIFY

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

SECTION 9. PROHIBITION AGAINST CONTINGENCY 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 Agreement 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 Agreement. For the breach or violation of this provision, the County shall have the right to terminate this Agreement 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.

SECTION 10. TRUTH-IN-NEGOTIATIONS/PUBLIC ENTITY CRIMES AFFIDAVIT.

Contractor certifies that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of contracting. The original contract price and any additions thereto shall be adjusted to exclude any significant sums by which the County determines the contract price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. Contractor represents that it has furnished a Public Entity Crimes Affidavit pursuant to Section 287.133, Florida Statutes.

SECTION 11. INSURANCE.

A. The Contractor shall purchase and maintain such commercial (occurrence form) or comprehensive general liability, workers compensation, professional liability, including errors and omissions coverage if applicable, and other insurance as is appropriate for the services being performed hereunder by Contractor, its employees or agents. The amounts and types of 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 unless Contractor provides a current Florida Workers Compensation exemption certificate. 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 County with thirty (30) days' written notice of cancellation and/or restriction.
2. Comprehensive General Liability. Coverage must include:
 - a. \$1,000,000.00 combined limit per occurrence for bodily injury, personal injury and property damage.

Drafted by the Office of the County Attorney.

Approved by the Board of County Commissioners _____, 2020

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

c. Additional Insured. County is to be specifically included as an additional insured.

d. Notice of Cancellation and/or Restriction. The policy must be endorsed to provide County with thirty (30) 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. Additional Insured. County is to be specifically included as an additional insured.

f. Notice of Cancellation and/or Restriction. The policy must be endorsed to provide County with thirty (30) days' written notice of cancellation and/or restriction.

B. Certificates of Insurance evidencing the insurance coverage specified in this Section shall be filed with the County. The Certificates of Insurance shall be filed with County before this Agreement 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 Agreement. All the policies of insurance so required of Contractor except workers compensation and professional liability insurance shall be endorsed to include as additional insured the County, its officers, employees, and agents to the extent of the County's interests arising from any contract agreement between County and Contractor. If the initial insurance expires prior to completion of the work, renewal Certificates of Insurance shall be furnished thirty (30) days prior to the date of their expiration.

C. Insurance coverage shall be placed with insurers or self-insurance funds, satisfactory to the County, licensed to do business in the State of Florida and with a resident agent designated for the service of process. All insurers shall have an "A" policyholder's rating and a financial rating of at least Class V in accordance with the most current Best's rating. Contractor shall provide the County with financial information concerning any self insurance fund insuring Contractor. At the County's option, a Best's rating or Self-Insurance Fund financial information may be waived.

D. The purchase of any of the above-referenced insurance policies shall not release the Contractor from any obligation, warranty or guarantee requisite under this Agreement.

Drafted by the Office of the County Attorney.

Approved by the Board of County Commissioners _____, 2020

E. Any risk of loss of completed work 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 of the Project.

SECTION 12. TERMINATION OF AGREEMENT BY THE COUNTY.

This Agreement may be terminated by the County, with or without cause, or with or without prior written notice. If this Agreement is so terminated Contractor shall be paid for all work performed, pursuant to the terms and conditions of this Agreement, up to the date of termination and promptly deliver to the County copies, including reproducible mylars, 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.

SECTION 13. PUBLIC ACCESS.

A. Contractor shall comply with the requirements of Florida's Public Records law. In accordance with Section 119.0701, Florida Statutes, the Contractor shall (1) keep and maintain public records required by the public agency to perform the service; (2) upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided under Florida's Public Records law or as otherwise provided by law; (3) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of this contract if the Contractor does not transfer the records to the public agency; and (4) upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the Contractor or keep and maintain public records required by the public agency to perform the service. If the Contractor transfers all public records to the public agency upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of this contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from public agency's custodian of public records, in a format that is compatible with the information technology system of the public agency.

B. IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTRACTOR SHALL CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

Drafted by the Office of the County Attorney.

Approved by the Board of County Commissioners _____, 2020

Genara Roop, Records Management Liaison Officer
161 E. Sloss Avenue
DeFuniak Springs, Florida 32433
850-892-8110
roogenara@co.walton.fl.us

C. In the event the County must initiate litigation against Contractor in order to enforce compliance with Chapter 119, Florida Statutes, or in the event of litigation filed against the County because 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.

SECTION 14. 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 Agreement 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 Agreement.

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 Agreement. Such examination may be made only within five (5) years from the date of final payment under this Agreement and upon reasonable notice, time, and place.

Records which relate to any litigation, appeals, or settlements of claims arising from performance under this Contract shall be made available until a final disposition has been made of such litigation, appeals, or claims.

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.

Drafted by the Office of the County Attorney.

Approved by the Board of County Commissioners _____, 2020

SECTION 15. CONTROLLING LAW AND ATTORNEY FEES

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

B. Should Walton County take any action to enforce any term or provision of this Agreement, or to collect any portion of the amount payable under this Agreement, including, but not limited to, litigation, then all reasonable litigation and collection expenses, witness fees, expert witness fees, court costs and reasonable attorneys' fees shall be paid to Walton County by the Contractor.

SECTION 16. SUCCESSORS AND ASSIGNS.

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

SECTION 17. EXTENT OF AGREEMENT.

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

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

SECTION 18. INDEMNIFICATION OF THE COUNTY.

Contractor shall indemnify and hold harmless the County and its officers and employees from liabilities, damages, losses, and costs, including but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Contractor and other persons employed or utilized by the Contractor, in the performance of the contract, or the failure of Contractor to comply with public records requests made pursuant to Article 13 herein. The Contractor shall not indemnify or hold harmless the County for any liabilities, damages, losses, or costs caused solely by the negligence of the County, its employees, officers, directors, or agents. 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.

SECTION 19. 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 and that Contractor's obligations to the County are solely as prescribed by this Agreement.

Drafted by the Office of the County Attorney.

Approved by the Board of County Commissioners _____, 2020

SECTION 20. SEVERABILITY.

In the event any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, the invalidity, illegality, or unenforceability shall not affect any other provision and this Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been contained in it.

SECTION 21. NOTICES. Any notices to be given under this Agreement shall be given by United States Mail, addressed to Contractor at its address stated above, and to the County at its address stated above.

Walton County's performance and obligation to pay under this Agreement is contingent upon an annual appropriation of grant funds by the Legislature. The parties hereto understand that this Agreement is not a commitment of future appropriations.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

DRAFT

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

ATTEST:

WALTON COUNTY, FLORIDA

Alex Alford, Clerk of Circuit Court
And County Comptroller

By: _____
W. N. "Bill" Chapman, Chair
Board of County Commissioners

Date: _____

Approved For Form:

Sidney N. Noyes, County Attorney
Walton County, Florida

CONTRACTOR

By: _____

Date: _____

STATE OF FLORIDA:
COUNTY OF _____:

Acknowledged and subscribed before me the undersigned notary on _____, 2020, by _____, the _____ (insert title) of _____ 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 _____, 2020

EXHIBIT A SCOPE OF WORK

Maintaining Multi-Use Path and Rights of Way - 2020

Maintenance activities should follow the standards provided by the 2012 or newer version of "A Guide for Roadside Vegetation Management".

[https://fdotwww.blob.core.windows.net/sitefinity/docs/default-source/maintenance/maintenance/rdw/dot-final-\(3\)turf-management-guide-uf.pdf?sfvrsn=49cac3ac_0](https://fdotwww.blob.core.windows.net/sitefinity/docs/default-source/maintenance/maintenance/rdw/dot-final-(3)turf-management-guide-uf.pdf?sfvrsn=49cac3ac_0)

CR 30A

- All lawn areas shall be mowed on a seven day cycle, and not to exceed 14 calendar days. Grass must be maintained at a height of 3 inches. At no time shall mowing remove more than 1/3 of the total leaf blade. Grass clippings must be removed from the site or mulched with an approved mulching mower.
- Lawn area is generally defined as the entire width between the roadway and multi-use path, and the first six feet on the interior side of the multi-use path.
- Prior to mowing, the contractor will ensure all litter is picked up. Trash, weeds and litter in shrub beds shall be removed and properly disposed of during each mowing cycle.
- All areas where grass abuts hard surfaces, edges, mulch beds, sculptures, fences, sprinkler head hook-ups and other immobile objects shall be cut with a string trimmer weekly to the same height as the lawn areas, 3 inches.
- Using a mechanical edging tool, all sidewalks shall be edged during each mowing. Edging shall be performed to result in neat vertical uniform lines and uniform depths. Depths and line boundaries shall be determined by the County.
- All plant growth on paved surfaces, curbs, sidewalks, driveways, cracks, seams, joints, boardwalks/walkways etc. shall be removed during each service visit. The contractor may elect to use herbicides to reduce undesired weeds.
- The Contractor shall keep each shrub, ground cover and plant bed covered with at least 3 inches of mulch. Mulch to be approved by the County. Mulch rings shall be reshaped within 24 hours when dislodged by mowing equipment.

Drafted by the Office of the County Attorney.

Approved by the Board of County Commissioners _____, 2020

- All hedges fronting developed home sites and in public non-developed areas shall be hand pruned to remove dead or damaged wood and pocket pruned to allow for natural development of plant material to create the effect intended by the property owner. Pruning shall be performed through the growing months, May through October, to keep the plant material aesthetically pleasing and within its boundaries. Deep hand pruning and or structure pruning should be performed once a year during February. Structure pruning shall be defined as using hand pruners, hand saws, and or loppers to prune old wood and prune behind multiple breaks to maintain proper proportions, promote interior growth, and an aesthetically pleasing appearance. All pruning material is to be removed from the property and disposed of properly.

- As part of each daily maintenance visit, general cleanup program will occur. The cleanup program shall involve a policing of all areas subject to this agreement for the removal of paper, cans, bottles, sticks, cigarette butts, leaves and any other debris on or along the bike paths. Also a complete sweeping or blowing, by mechanical means, of the entire bike path will be performed. Do not blow material into storm drains or catch basins. All debris will be disposed of properly.

RIGHT OF WAY ON CR 30A and
RIGHTS OF WAY ON FEEDER ROADS (Allen Loop, Thompson Road, Oyster Lake Causeway, CR393, CR83, CR283, and CR395)

- All lawn areas shall be mowed on a seven day cycle, and not to exceed 14 calendar days. Grass must be maintained at a height of 3 inches. At no time shall mowing remove more than 1/3 of the total leaf blade. Grass clippings must be removed from the site or mulched with an approved mulching mower.

- Lawn area is generally defined as the entire width between the roadway and the edge of the tree/brush line or overhead utility poles. In no case shall the lawn area be greater than 25' from the edge of roadway.

- Prior to mowing, the contractor will ensure all litter is picked up. Trash, weeds and litter in shrub beds shall be removed and properly disposed of during each mowing cycle in the defined area depicted on the attached plans.

- All areas where grass abuts hard surfaces, edges, mulch beds, sculptures, fences, sprinkler head hook-ups and other immobile objects shall be cut with a string trimmer weekly to the same height as the lawn areas, 3 inches.

- All hedges fronting developed home sites and in public non-developed areas shall be hand pruned to remove dead or damaged wood and pocket pruned to allow for natural development of plant material to create the effect intended by the property owner. Pruning shall be performed through the growing months, May through October, to keep the plant material aesthetically pleasing and within its boundaries. Deep hand pruning and or structure pruning should be performed once a year during February. Structure pruning shall be defined as using hand pruners, hand saws, and or loppers to prune old wood and prune behind multiple breaks to maintain proper proportions, promote interior growth, and an aesthetically pleasing appearance. All pruning material is to be removed from the property and disposed of properly.

As part of each daily maintenance visit, general cleanup program will occur. The cleanup program shall involve a policing of all areas subject to this agreement for the removal of paper, cans, bottles, sticks, cigarette butts, leaves and any other debris on or along the maintained area.

DRAFT

PREVIOUS EXPERIENCE AND CURRENT COMMITMENTS

Invitation to Bid:	MAINTAINING MULTI-USE PATH AND RIGHTS OF WAY - 2020	Bid No.: 020-015
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

SUBCONTRACTORS AND SUPPLIERS DECLARATION

BOARD OF COUNTY COMMISSIONERS,
WALTON COUNTY, FLORIDA

MAINTAINING MULTI-USE PATH AND RIGHTS OF WAY - 2020

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.

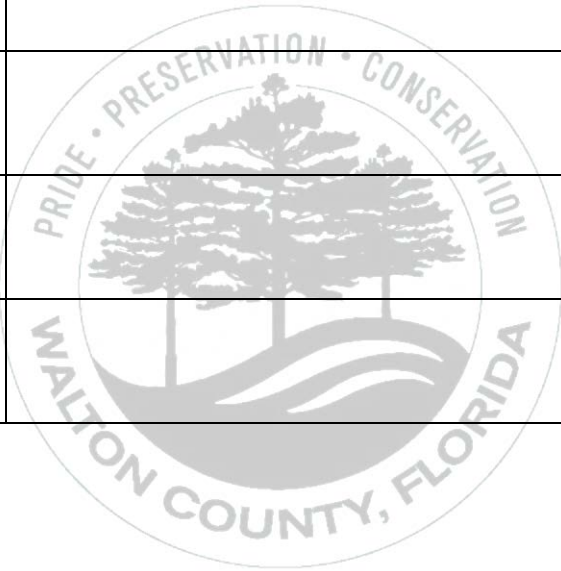
The Bidder certifies that the following subcontracting, supplier, or materialman firms, if acceptable to the County, shall be awarded subcontracts for the following portions of the Project in the event that the Bidder is awarded the contract. **IN THE EVENT BIDDER IS AWARDED THE CONTRACT FOR THIS PROJECT, 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
<p style="color: red; margin: 0;">NO SUBAGREEMENT IN EXCESS OF 2 PERCENT (2%) OF THE PROPOSED TOTAL CONTRACT IS INTENDED TO BE AWARDED</p> <p style="text-align: right; margin: 0;">Bidder's Initials: <input style="width: 150px; height: 20px;" type="text"/></p>		

(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

MAINTAINING MULTI-USE PATH AND RIGHTS OF WAY - 2020

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 _____,
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 contendere.

- 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: _____

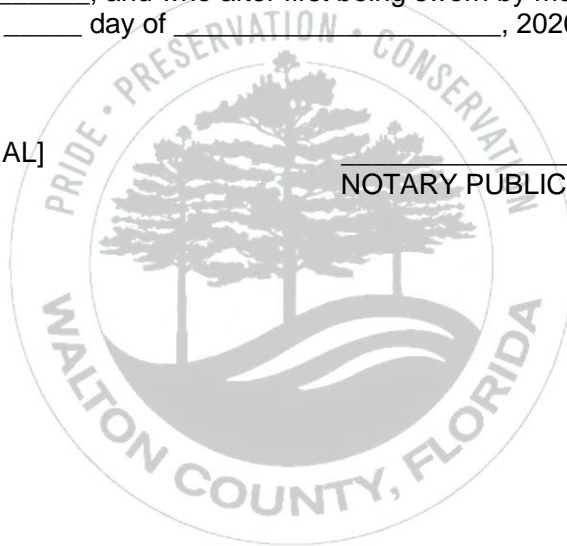
As Its: _____

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 _____, 2020.

[SEAL]



NOTARY PUBLIC

Drug Free Work Place Certification

BOARD OF COUNTY COMMISSIONERS,
WALTON COUNTY, FLORIDA

MAINTAINING MULTI-USE PATH AND RIGHTS OF WAY - 2020

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

MAINTAINING MULTI-USE PATH AND RIGHTS OF WAY - 2020

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

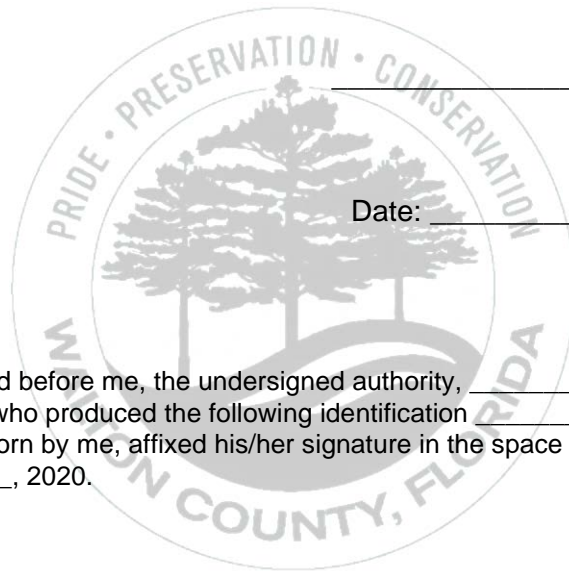
1. This Sworn Statement is submitted with Bid No. _____ for

_____.
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 term of this contract 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 _____, 2020.

[SEAL]

NOTARY PUBLIC

QUESTIONNAIRE

Board of County Commissioners Walton County, Florida

Owner: Walton County, Florida

Project Manager: Josh Ervin

Project Name: MAINTAINING MULTI-USE PATH AND RIGHTS OF WAY - 2020

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 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 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 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 project? _____ If so, state name of individual, organization and reason therefore.

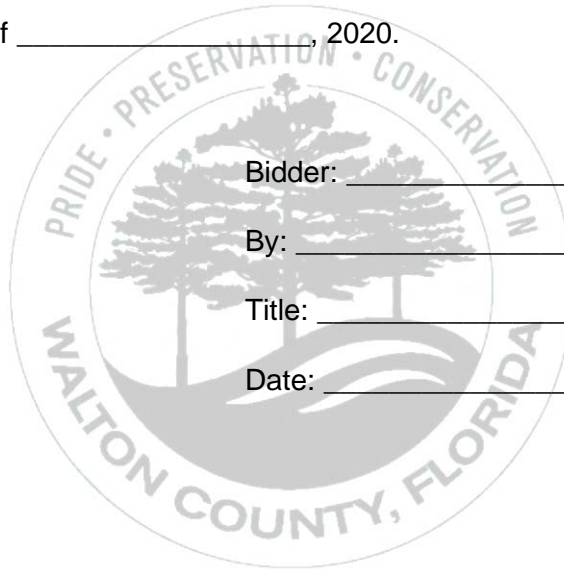
6. Does your organization now hold valid certificates of competency or licenses for which a specific license is required? _____ If so, attach copies of all licenses covering the work under the Bidding/Contract Documents together with the specific political jurisdiction issuing said licenses.

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 _____, 2020.



Bidder: _____

By: _____

Title: _____

Date: _____

Board of County Commissioners
Walton County, Florida
UNAUTHORIZED ALIENS

**MAINTAINING MULTI-USE PATH
AND RIGHTS OF WAY - 2020**

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 _____, 2020.

Notary Public

[SEAL]

My commission expires _____

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