INVITATION TO BID

BOARD OF COUNTY COMMISSIONERS,
WALTON COUNTY, FLORIDA

UNDERGROUND UTILITIES LOCATOR SERVICES
BID NO.: 016-008

Sealed bids for the Location of Underground Utilities 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 P.M. LOCAL TIME on FEBRUARY 24, 2016, for furnishing labor and materials and performing all work set forth in the Invitation to Bid, Instruction to Bidders, Bid Form, Contract Documents, and Scope of Work prepared by the Walton County Public Works Department. 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 services to be bid upon are described as follows:

Location of underground utilities including but not limited to wastewater infrastructure related to the County’s Wastewater Utility Services. Additional services related to other County infrastructure may be needed on an on-call basis.
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 ONE THOUSAND DOLLARS ($1,000.00), 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: UNDERGROUND UTILITIES LOCATE SERVICES
ITB NO.: 016-008

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

UNDERGROUND UTILITIES LOCATOR SERVICES
BID #: 016-008

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 Scope of Work prepared by Walton County Public Works, 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 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.

2. 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 their occupational and state contractor license, and such information as is required in the Questionnaire, enclosed with the bidding document. 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) research County utility sites to become familiar with local conditions that may affect cost, progress, performance or completion of the work, 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, and (e) notify the County of any conflicts, errors or discrepancies in the Contract Documents. 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. **BIDDERS DIRECTING QUESTIONS TO ANY OTHER COUNTY STAFF, PROJECT ENGINEER, OR ANY OTHER PERSON MAY BE DISQUALIFIED.** Interpretations or clarifications considered necessary by the County in response to such questions will be issued by Addenda mailed or delivered to all parties recorded as having received the Bidding Documents. 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 ONE THOUSAND DOLLARS ($1,000.00) 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 **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.

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.

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 unresponsive. 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.

4. 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

UNDERGROUND UTILITIES LOCATOR SERVICES
BID No.: 016-008

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.

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.

BID FOR THE UNDERGROUND UTILITIES LOCATOR SERVICES.

The Bidder agrees to accept as full payment for the work proposed under this bid, as specified in the Contract Documents prepared by the Walton County, and based upon the undersigned's own estimate of the costs, including the cost of any necessary fee or permit, the amounts listed in the attached Locating Price Schedule.

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.

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), whose address is ____________________________, ______________, Florida _________ to me well known to be the persons described herein or who provided ____________________________ identification, 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
Commission No: ________________

My Commission Expires: ____________

IF CORPORATION

STATE OF FLORIDA
COUNTY OF

Before me this day personally appeared ____________________ (Name of Bidder) ____________________________, ______________, 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
Commission No: ________________
**LOCATING PRICE SCHEDULE**

<table>
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<tr>
<th>Service Description</th>
<th>Rate</th>
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</thead>
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<tr>
<td>Locate Rate:</td>
<td>$_________________________ per ticket (6 units per ticket)</td>
</tr>
<tr>
<td>*Additional Locate Rate:</td>
<td>$_________________________ per unit</td>
</tr>
<tr>
<td>Design Locate Rate:</td>
<td>$_________________________ per hour</td>
</tr>
<tr>
<td>Clear Rate:</td>
<td>$_________________________ per ticket</td>
</tr>
<tr>
<td>Hourly Rate For Jobsite Observation (Mon-Fri 7 a.m. to 5 p.m.)</td>
<td>$_________________________</td>
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<tr>
<td>OT Hourly Rate for Jobsite Observation (After 5 p.m. and on weekends and holidays)</td>
<td>$_________________________</td>
</tr>
<tr>
<td>Callout Rate After Normal Working Hours Or For Emergencies (2 Hr Response Time)</td>
<td>$_________________________</td>
</tr>
</tbody>
</table>

*Additional locate every 1000 feet

**NOTE:** **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
UNDERGROUND UTILITIES LOCATOR SERVICES
BID NO.: 016- 008

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 described in
the Scope of Services.

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 ONE THOUSAND DOLLARS
($1,000.00) 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 __________________, 2016.

__________________________________________________________
PRINCIPAL

BY: ____________________________________________________

______________________________
ATTORNEY-IN-FACT

__________________________________________________________
SURETY

BY: ____________________________________________________

__________________________________________________________
TYPED NAME & TITLE

__________________________________________________________
TYPED NAME & TITLE
AGREEMENT FOR UNDERGROUND UTILITY LOCATOR SERVICES

CONTRACT NO.: 016-008

THIS AGREEMENT 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, the "County", and ___________, Florida corporation, whose address is __________ the "Service Provider" or "Provider".

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

SECTION 1. INTENT: HIRING OF SERVICE PROVIDER.

The County desires to hire the Service Provider to render certain Underground Utility Locator services, and the Service Provider desires to render such services. Provider's services are described in the Scope of Services, attached and incorporated by reference in this Agreement. Therefore, the County agrees to hire Service Provider and Provider agrees to perform the consulting services set forth in the Scope of Services.

SECTION 2. SCOPE OF SERVICES.

Service Provider shall provide underground utility locator services 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 Service Provider’s services. County shall also make available to Service Provider sufficient copies of maps and diagrams in its possession of underground facilities for all excavation sites, which maps and diagrams shall reflect the most current information available to the County. County shall also notify Service Provider with two (2) hours of any damage where locating accuracy is in question, thereby allowing Provider to conduct a thorough investigation. The County hereby designates the County Administrator 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 Service Provider’s services.

Drafted by the Office of the County Attorney.
Approved by the Board of County Commissioners __________
SECTION 4. TERM OF AGREEMENT.

The term of this Agreement shall be TWO (2) years from the date of its complete execution with the option to renew for TWO (2) additional terms of ONE (1) year each at the sole discretion of the County.

SECTION 5. COMPENSATION.

A. Compensation for performing the services set forth in the Scope of Services attached as Exhibit A to this Agreement shall be in accordance with the Locating Price Schedule attached hereto as Exhibit B.

B. Service Provider shall prepare and submit to the County for approval monthly invoices for the services rendered under this Agreement. Invoices for services shall identify the period during which the services were performed, the total number of locate requests received, the total number and nature of additional services performed, and total charges for the billing period. Invoices shall be paid in accordance with the Florida Prompt Payment Act. All invoices shall be accompanied by a report identifying the ticket number for each locate request received, the date the locate was made, the locations of the proposed excavation work, and the type of request. The County reserves the right to withhold payment to Service Provider for failure to perform the work in accordance with the provisions of this Agreement, and the County shall promptly notify provider if any invoice or report is found to be unacceptable.

SECTION 6. DOCUMENTS.

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

A. This Agreement;
B. The Scope of Services attached hereto as Exhibit A;
C. Locating Price Schedule attached hereto as Exhibit B; and
D. Provider’s bid submitted in response to County’s Invitation to Bid No. 016-008 for Underground Utility Locator Services.

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 County’s Invitation to Bid No. 016-008 for Underground Utility Locator Services, and then 3) the Service Provider’s reply submitted in response to RFQ No. 016-008.

SECTION 7. EQUAL OPPORTUNITY EMPLOYMENT.

In connection with the work to be performed under this Agreement, Service Provider agrees to comply with the applicable provisions of State and Federal Equal Employment Opportunity statutes and regulations.
SECTION 8. PROHIBITION AGAINST CONTINGENCY FEES.

Service Provider warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Provider, to solicit or secure this Agreement and that Provider has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for Provider, 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 9. TRUTH-IN-NEGOTIATIONS/PUBLIC ENTITY CRIMES AFFIDAVIT.

Service Provider 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. Service Provider represents that it has furnished a Public Entity Crimes Affidavit pursuant to Section 287.133, Florida Statutes.

SECTION 10. INSURANCE.

A. The Service Provider shall purchase and maintain such commercial (occurrence form) or comprehensive general liability, workers compensation, professional liability, and other insurance as is appropriate for the services being performed hereunder by Provider, 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. 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 ten (10) 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.
   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 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. 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 ten (10) 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 Service Provider 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 Provider. If the initial insurance expires prior to completion of the work, renewal Certificates of Insurance shall be furnished ten (10) 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. Service Provider shall provide the County with financial information concerning any self-insurance fund insuring Provider. At the County's option, a Best's rating or Self-Insurance Fund financial information may be waived.

SECTION 11. 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 Service Provider 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 Provider. Service Provider 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 12. PUBLIC ACCESS.

A. Service Provider shall allow public access to all project documents and materials to the extent required/permitted by Chapter 119, Florida Statutes. Should the

Drafted by the Office of the County Attorney.
Approved by the Board of County Commissioners

Page 4 of 11
Provider assert any exemptions to the requirements of Chapter 119, F.S., and related statutes, the burden of establishing such exemption, by way of injunctive or other relief as provided by law, shall be upon the Provider.

B. Service Provider shall meet all requirements for retaining public records and 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 the County must initiate litigation against Service Provider in order to enforce compliance with Chapter 119, Florida Statutes, or in the event of litigation filed against the County because Service Provider 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 13. RECORDS.

Service Provider shall maintain records, and the County shall have inspection and audit rights as follows:

A. Maintenance of Records: Service Provider 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: Service Provider, 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. Service Provider agrees that the County may adjust the consideration for this Agreement 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.

SECTION 14. 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 Service Provider.

SECTION 15. SUCCESSORS AND ASSIGNS.
The County and Service Provider 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 Service Provider shall
assign or transfer any interest in this Agreement without the written consent of the other.

SECTION 16. EXTENT OF AGREEMENT.

A. This Agreement represents the entire and integrated agreement between the
County and Service Provider 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 17. INDEMNIFICATION OF THE COUNTY.

Service Provider 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 Service Provider and other persons employed or
utilized by the Provider, in the performance of the contract. The Service Provider shall
not indemnify or hold harmless the County for any liabilities, damages, losses, or costs
causd 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 18. INDEPENDENT CONSULTANT.

Neither the County nor any of its employees shall have any control over the
conduct of Service Provider or any of Provider’s employees, except as herein set forth,
and Service Provider expressly warrants not to represent at any time or in any manner
that Provider or any of Provider’s agents, servants or employees are in any manner
agents, servants or employees of the County. It is understood and agreed that Service Provider is, and shall at all times remain as to the County, a wholly independent consultant and that Provider’s obligations to the County are solely as prescribed by this Agreement.

SECTION 19. 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 20. NOTICES. Any notices to be given under this Agreement shall be given by United States Mail, addressed to Service Provider 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.

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: _____________________________
Sara Comander, Chair
Board of County Commissioners

Approved For Form:

Date: ______________________________

Mark D. Davis, County Attorney
Walton County, Florida

SERVICE PROVIDER

By: ______________________________

Date: ______________________________
STATE OF FLORIDA:

COUNTY OF __________:

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

________________________________
Notary Public
EXHIBIT A
SCOPE OF SERVICES

Service Provider shall locate underground utilities at the request of Walton County in accordance and in compliance with Florida Statutes and Sunshine One Call policies and procedures as they relate to the location of underground utilities. Primary services shall consist of locating wastewater infrastructure related to the County’s wastewater utility; however, additional services related to other County infrastructure may be needed on an on-call basis.

It shall be the responsibility of the Service Provider to:

A. Provide sufficient qualified staff, office and field equipment, transportation and supplies sufficient to fulfill its duties under this Agreement.

B. Receive and record Locate Requests from the One-Call Locator Service Center during Service Provider’s normal business hours.

C. Retain and safeguard County’s location maps and records. Records shall not be disclosed or made available to any person, firm, or corporation not approved by the County except as required by Law.

D. Maintain records appropriate to support the invoicing and reporting requirements set forth in this Agreement.

E. Provide additional services such as site surveillance and maintenance of marks and stakes if specifically requested to do so by the County. Prior to Service Provider’s commencement of any additional services, the County must specifically approve such additional services, and the costs charged will be at the rate specified in Exhibit B of this Agreement. Site surveillance services will be charged at the “Jobsite Observation” hourly rate, and maintenance of marks and stakes will be charged at the “Locate Rate”.

F. Investigate for accuracy of the location of underground facilities any incidents of damage referred to Service Provider by County in accordance with Section 3 of this Agreement. Service Provider shall submit to County a written report of such investigations. Upon County’s request, Service Provider shall give testimonial support in cases deemed necessary by County. Investigation of damage and testimonial support shall be charged at the hourly rate for “Jobsite Observation”; provided, however, that if the damage was a result of Service Provider’s failure to locate a locatable underground facility with reasonable accuracy, then Service Provider shall not be reimbursed for the charges.

G. When an underground facility is identifiable but unlocatable, Service Provider shall contact County’s designated representative and advise the representative
of the situation. County’s representative will determine the course of action to be taken. If no course of action is successful, Service Provider shall notify the County of the presence of any identifiable but unlocatable facilities and caution the County that any location information supplied may not be within the definition of reasonable accuracy.

H. Notify the County of any discrepancies or omissions in the records or other information provided to Service Provider by the County to an extent such discrepancies and omissions can be determined by Service Provider.
# PREVIOUS EXPERIENCE AND CURRENT COMMITMENTS

**Invitation to Bid:** 016-008  UNDERGROUND UTILITIES LOCATOR SERVICES

## Contractor:

### PREVIOUS EXPERIENCE

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

<table>
<thead>
<tr>
<th>Date of Project</th>
<th>Name of Project</th>
<th>Owner:</th>
<th>Dollar Value of Project</th>
<th>Contact Name</th>
<th>Phone Number and/or Email</th>
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### CURRENT COMMITMENTS

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

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<thead>
<tr>
<th>Name/Nature of Project</th>
<th>% Complete</th>
<th>Anticipated Completion Date</th>
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PUBLIC CONSTRUCTION BOND

BOARD OF COUNTY COMMISSIONERS,
WALTON COUNTY, FLORIDA

UNDERGROUND UTILITIES LOCATOR SERVICES

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:

   Location of underground utilities including but not limited to wastewater infrastructure related to the County's Wastewater Utility Services,

   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: __________________________

________________________________________
[PRINT NAME & TITLE]
SUBCONTRACTORS AND SUPPLIERS DECLARATION

BOARD OF COUNTY COMMISSIONERS,
WALTON COUNTY, FLORIDA

UNDERGROUND UTILITIES LOCATOR SERVICES

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.

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<th>WORK TO BE PERFORMED</th>
<th>NAME &amp; ADDRESS</th>
<th>PERCENTAGE OF PROPOSED TOTAL CONTRACT PRICE</th>
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<td>NO SUBAGREEMENT IN EXCESS OF 2 PERCENT (2%) OF THE PROPOSED TOTAL CONTRACT IS INTENDED TO BE AWARDED</td>
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<td>Bidder's Initials:</td>
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<th>MATERIAL(S) TO BE SUPPLIED</th>
<th>NAME &amp; ADDRESS</th>
<th>PERCENTAGE OF PROPOSED TOTAL CONTRACT PRICE</th>
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PUBLIC ENTITY CRIMES

Board of County Commissioners,
Walton County, Florida

UNDERGROUND UTILITIES LOCATOR SERVICES

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
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 _____________________, 2016.

[SEAL]
NOTARY PUBLIC
Drug Free Work Place Certification

BOARD OF COUNTY COMMISSIONERS,
WALTON COUNTY, FLORIDA

UNDERGROUND UTILITIES LOCATOR SERVICES

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

This form must be completed and attached to bid.
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

UNDERGROUND UTILITIES LOCATOR SERVICES

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:

   THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC BY AN OFFICER AUTHORIZED TO ADMINISTER OATHS.
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
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.
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: _____________________________________
Board of County Commissioners
Walton County, Florida
UNAUTHORIZED ALIENS

UNDERGROUND UTILITIES LOCATOR SERVICES

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.

__________________________________________
Notary Public

My commission expires_____________________

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