



BAY COUNTY BOARD OF COUNTY COMMISSIONERS

**PURCHASING DEPARTMENT
840 WEST 11th STREET
SUITE 2500
PANAMA CITY, FLORIDA 32401**

REQUEST FOR PROPOSAL (RFP)

FOR

**STEELFIELD ROAD LANDFILL EXPANSION
PROJECT DESIGN BUILD TEAM**

SUBMITTED BY:

RFP No. 19-33

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RESPONDENT INSTRUCTIONS

*Some of the instructions below may not apply to all projects.
The scope of work/specifications shall control any conflicting provisions.*

INTRODUCTION

The Bay County Board of County Commissioners (County) seeks proposals from Design/Build teams for the design and construction of the expansion of Steelfield Road Landfill located at 11411 Landfill Road, Panama City Beach, FL 32407. The work shall include but is not limited to:

- Construction level engineering design of a landfill expansion,
- Application and Receipt of a Florida Department of Environmental Protection (FDEP) solid waste construction permit per Chapter 62-701, F.A.C and
- Construction of approximately 34 acres of a Class I landfill expansion at the Steelfield Road Landfill (SFRL).
 - Includes:
 - Construction of 2 Class I landfill cells (Cells 6&7)
 - Extension of gravity leachate line
 - Relocation of leachate storage tank and pump station
 - Demolition of existing leachate tank and pump station
 - Construction of access roads and storm water conveyance channels

The work shall be done in accordance with the Design Criteria Package (DCP) shown as Attachment 5.

The project may be reimbursed by the Federal Emergency Management Agency (FEMA) as part of Disaster Recovery from Hurricane Michael FEMA Project No. DR-4399. It is imperative that Respondents examine and become familiar with the Public Assistance Program established by the Federal Emergency Management Agency (FEMA). Funding for the project may be made possible through this grant and is contingent on strict conformance to the guidelines set forth by Florida Department of Emergency Management (FDEM) and FEMA. Respondents will comply with the Federal Aid Contract Requirements shown at Attachment 4. A third party consultant may be utilized to provide Construction Engineering and Inspection Services to ensure compliance with Federal Requirements.

QUALIFICATION

The Design/Build Team may be contractor led, to include contractors who do the design in house, design firm led, or a joint venture as long as it is established and registered in accordance with Florida Statutes. If used, the joint venture documents shall be included with the proposal submittal. The prime construction contractor and design firm may only be on one team. Subcontractors may be on multiple teams.

DESIGN FIRM CERTIFICATIONS

Engineering firms shall be Florida licensed firms. Engineers shall hold a Florida Professional Engineer's license. Surveyors shall hold a Professional Land Surveyor's License.

CONSTRUCTION CONTRACTOR CERTIFICATIONS

The construction contractor and all subcontractors shall be licensed general contractors or licensed in their trades, if applicable.

MANDATORY PRE-PROPOSAL MEETING

A MANDATORY Pre-Proposal Meeting will be held at 10:00 am (central time) on Thursday March 28, 2019 in the Purchasing Conference Room, 840 W. 11th Street, Panama City, FL 32401.

Note: Proposers shall attend the pre-proposal meeting. Any Proposer who fails to attend will be deemed non-responsive and automatically disqualified from further consideration. The purpose of this meeting is to familiarize proposers with the project and answer questions. All proposers must be present and signed in prior to the start of the Mandatory Pre-Proposal Meeting. The convener of the meeting will collect the sign in sheet(s) and the meeting will "Officially" start. Anyone not signed in at the "Official" start of the meeting will be considered late and will not be allowed to bid on the project. Please allow 10 to 15 minutes to sign in prior to the start of the Mandatory Pre-Proposal Meeting.

Representatives from the Design team **and** the Construction team shall attend the pre-proposal meeting.

In the event that any discussions or questions at the pre-proposal meeting or afterward require additional clarification the County will issue a written summary of questions and answers as an addendum to this Request for Proposals.

PROPOSAL DEADLINE/DELIVERY

SEALED TECHNICAL PROPOSALS for RFP NO: 19-33 Steelfield Road Landfill Expansion Project Design-Build Team will be received by the BOARD OF COUNTY COMMISSIONERS OF BAY COUNTY, FLORIDA at the Purchasing Department, 840 West 11th Street, Suite 2500, Panama City, Florida 32401 up until **2:00 PM (central time) Tuesday, April 30, 2019**. Technical Proposals will be publicly opened immediately following the deadline.

SEALED PRICE PROPOSALS will be received by the BOARD OF COUNTY COMMISSIONERS OF BAY COUNTY, FLORIDA at the Purchasing Department, 840 West 11th Street, Suite 2500, Panama City, Florida 32401 up until **2:00 PM (central time) Thursday, May 16, 2019**. Price Proposals will be publicly opened immediately following the deadline.

It is the sole responsibility of the Respondent to ensure that the Proposal is received on time.

Each Proposal shall be delivered to the Board of County Commissioners Purchasing Department, at 840 W. 11th Street, Suite 2500, Panama City, Florida 32401, no later than the Proposal deadline.

Special Accommodation: Any person requiring a special accommodation at a Pre-Proposal Conference or Proposal opening because of a disability should call the Purchasing Department at (850) 248-8270 at least five (5) workdays prior to the Proposal opening. For Hearing Impaired, Dial 1-800-955-8771 (TOO), and 1-800-955-8770 (Voice).

SOLICITATION DOCUMENTS

Electronic versions of the solicitation documents are available via Purchasing Department's Web Page <http://co.bay.fl.us/169/Purchasing>

- Current Solicitations
- Select Solicitation
- View Documents at bottom of screen
- Enter Company Name, Contact Name, Phone Number and Email Address
 - By registering, you will be placed on the plan-holders list for the solicitation. This list is used for communications from the County to prospective respondents.
- Links to the documents will be available in the Related Documents section

Solicitation documents, plans, blueprints, or other materials may also be obtained from the Bay County Purchasing Department, 840 West 11th Street, Suite 2500, Panama City, FL 32401.

For those projects with separate plans, blueprints, or other materials that cannot be accessed through the internet, the Purchasing Department will make a good faith effort to ensure that all registered bidders (those who have been registered as receiving a bid package) receive the documents.

POINT OF CONTACT

The County Purchasing Department will be the only point of contact for this RFP. Under no circumstances may a Respondent contact any County Commissioner, County Administrator, or County employee concerning this RFP until after award. Any such contact may result in disqualification as per Bay County Code Section 2-124.

QUESTIONS

Proposers shall submit all questions, in writing, to the Purchasing Department at Purchasing@baycountyfl.gov or FAX to (850) 248-8276. All questions shall be submitted no later than 5:00 pm (central time) on Tuesday, April 16, 2019.

ADDENDA

If any addenda are issued after the initial specifications are released, the County will post the addenda on the Bay County website at: <http://baycountyfl.gov/Bids.aspx>

It is the responsibility of the proposer prior to submission of any proposal to check the above website or contact the Purchasing Department to verify any addenda issued. The receipt of all addenda must be acknowledged on the addenda response sheet.

PROPOSAL FORM

No price information will be included in any other part of the proposal submittal, except on the Price Proposal Form. The Price Proposal Form shall be placed in a separate sealed envelope and remain sealed until the technical proposal scoring is complete.

To receive consideration, all Proposals shall be made on the forms provided, properly executed and with all items filled out. Do not change the wording of the Proposal Form. No conditions, limitations or provisions will be attached or added to the Proposal Form by the Firm.

BONDS

A Bid Bond, in the amount of 5% of the proposed base bid contract amount, shall accompany the sealed price proposal. The successful bidder's security will be retained until the contract has been signed and the bidder has furnished the required Public Construction Bond. The County reserves the right to retain the security of the next bidder until the selected bidder enters into contract or until 90 days after bid opening, whichever is shorter. All other bid security will be returned as soon as practicable.

Prior to signing the Contract, the selected Contractor will secure and post a Public Construction Bond pursuant to Section 255.05 of Florida Statutes. All such bonds shall be issued by a Surety acceptable to the County. The County will designate to whom subject bonds shall be posted. Failure or refusal to furnish adequate bonds in a satisfactory form shall subject the respondent to loss of time from the allowable construction period equal to the time of delay in furnishing the required bonds.

EXAMINATION OF WORK SITES

All prospective firms may visit the site and become familiar with the existing conditions. No allowance will be made to any prospective firm because of a claimed lack of such examination or knowledge. Responding to the RFP shall be construed as conclusive evidence that the prospective firm has made such examination.

CONTRACT PRICE

Contract price shall include all charges for completing the work and include layout, insurance, taxes, field office and supervision, overhead and profit, bonds and miscellaneous items.

CONSTRUCTION TIME

The agreement will include a stipulation that the work be completed in a period of 240 calendar days following receipt of the Notice to Proceed. Should the Contractor fail to complete the work by the specified date, the Owner shall deduct from the Contract Sum the amount of \$1,000.00 per calendar day as liquidated damages for every day subsequent to the specified date until the work is fully completed and receipted by the Engineer as being completed. For purposes of time calculation, day one of the project is the calendar day after the Notice to Proceed date.

WITHDRAWAL OF PROPOSALS

Any Respondent may withdraw its Proposal, either personally or by written request, at any time prior to the scheduled time for opening Proposals. No Respondent may withdraw its Proposal for a period of 180 days after the date for opening and all Proposals shall be subject to acceptance by the County during this period.

CANCELLATION

The County may terminate any contract entered into as a result of this RFP at any time for cause and may also terminate this Contract with or without cause by giving at least thirty (30) days' prior written notice to Contractor. The Contractor may terminate any contract entered into as a result of this RFP at any time by giving at least ninety (90) days prior written notice to the COUNTY.

BASIS OF AWARD

The County intends to utilize the Adjusted Score Design/Build (ASDB) methodology to award the contract. The lowest adjusted score is determined by dividing the price proposal by the technical proposal score.

With respect to the evaluation of each technical proposal submitted for the Design/Build project, Proposal Evaluators will first open the technical proposals for evaluation purposes. The Proposal Evaluators will then independently evaluate and score the technical proposals. If the Proposal Evaluators meet to discuss their thoughts on each proposal, they shall do so in a properly advertised public meeting. Regardless of whether a meeting of the Proposal Evaluators is held to discuss the proposals all scores will be assigned independently. The County shall publish on-line the technical scores for each proposal prior to opening the price proposals.

RIGHT TO REJECT

In accordance with section 2-113 of the Bay County Code, the County reserves the right to:

- a. reject any or all Submittals received;
- b. select and award any portion of any or all Submittal items;
- c. waive minor informalities and irregularities in the Respondent's Submittal.

A Submittal may be rejected if it is non-responsive or does not conform to the requirements and instructions in this RFP. A Submittal may be non-responsive by reasons, including, but not limited to, failure to utilize or complete prescribed forms, conditional Submittals, incomplete Submittals, indefinite or ambiguous Submittals, failure to meet deadlines and improper and/or undated signatures. Other conditions which may cause rejection of Submittals include evidence of collusion, obvious lack of experience or expertise to perform the required work, submission of more than one Submittal for the same work from an individual, Respondent or corporation under the same or a different name, failure to perform or meet financial obligations on previous contracts. Submittals may be rejected if not delivered on or before the date and time specified as the due date for submission of the Submittal.

EXECUTION OF AGREEMENT

The successful Firm shall, within 10 days after receipt of the Notice of Award and the contract forms or documents, sign and deliver to the County Purchasing Director all required contract documents. The awarded Firm shall also deliver the policies of insurance or insurance certificate as required. All insurance documents shall be approved by the Bay County Risk Management Office before the successful Firm may proceed with the work.

The execution of the contract shall be contingent upon the securing of all applicable permits from all the appropriate agencies.

PAYMENTS

Payments shall be made in accordance with the Florida Prompt Payment Act, Chapter 218, Florida Statutes.

LICENSES

Respondents shall be properly licensed for the appropriate work specified in this Request for Proposals. All Respondents are requested to submit any required license(s) with their qualifications. License(s) must be effective as of the opening date and must be maintained throughout the Contract Period. Failure to be properly licensed as stated above will result in the rejection of the Submittal as nonresponsive.

PUBLIC RECORDS

In accordance with Chapter 119 of the Florida Statutes (Public Records Law) and except as may be provided by other applicable State or Federal Law, all respondents should be aware that bids, responses, and proposals are in the public domain. Pursuant to Fla. Stat. §119.071(1)(b), proposals received as a result of this RFP will not become public record until such time as the County provides notice of an intended decision or until 30 days after opening the proposals, whichever is earlier. Respondents must identify specifically any information contained in their response which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable exempting law.

The County is a public agency subject to Chapter 119, Florida Statutes. The prevailing respondent shall comply with Florida's Public Records Law. Specifically, the successful respondent shall:

- a. Keep and maintain public records required by the County to perform the service;
- b. Upon request from the County's custodian of public records, provide the County 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 Chapter 119, F.S. or as otherwise provided by law.
- c. 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 the contract if the contractor does not transfer the records to the County.

- d. Upon completion of the contract, transfer, at no cost to the County, all public records in possession of the successful respondent, or keep and maintain public records required by the County to perform the service. If the successful respondent transfers all public records to the County upon completion of the contract, the successful respondent shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the successful respondent keeps and maintains public records upon completion of the contract, the successful respondent shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records in a format that is compatible with the information technology systems of the County.
- e. The Contractor shall maintain books, records and documents directly pertinent to performance under this Contract in accordance with generally accepted accounting principles consistently applied. The County, the State of Florida, or their authorized representatives shall have access to such records for audit purposes during the term of this Contract and for five (5) years following Contract completion.

If the Contractor has questions regarding the application of Chapter 119, Florida Statutes, to the Contractor's duty to provide public records relating to this contract contact Bob Majka, Custodian of Public Records, at (850) 248-8145, publicrecords@baycountyfl.gov or 840 W. 11th Street, Panama City, Florida 32401.

EXEMPTION OF MEETINGS/PRESENTATIONS

Pursuant to Florida Statute section 286.0113(2), any portion of a meeting at which a negotiation with a vendor is conducted pursuant to a competitive solicitation, at which a vendor makes an oral presentation as part of a competitive solicitation, or at which a vendor answers questions as part of a competitive solicitation is exempt from public meeting requirements. However, the County must make a complete recording of any portion of an exempt meeting and no portion of the exempt meeting may be held off the record. The recording of, and any records presented at, the exempt meeting are exempt from the public records law of section 119.07(1), Fla. Stat. (2011) and section 24(a), Art. I of the State Constitution, until such time as the agency provides notice of an intended decision or until 30 days after opening the bids, submittals, or final replies, whichever occurs earlier. If the County rejects all bids, submittals, or replies and concurrently provides notice of its intent to reissue a competitive solicitation, the recording and any records presented at the exempt meeting remain exempt from section 119.07(1), Fla. Stat. (2011) and section 24(a), Art. I of the State Constitution until such time as the agency provides notice of an intended decision concerning the reissued competitive solicitation or until the agency withdraws the reissued competitive solicitation. A recording and any

records presented at an exempt meeting are not exempt for longer than 12 months after the initial agency notice rejecting all bids, submittals, or replies.

REPRESENTATIONS

The contract documents contain the provisions required for the project. Information obtained from an officer, agent, or employee of the County or any other person shall not affect the risks or obligations assumed by the Contractor or relieve the Contractor from fulfilling any of the conditions of the contract.

PUBLIC ENTITY CRIMES STATEMENT

A person or affiliate who has been placed on the convicted vendor list following a conviction for a 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, 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, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. By submission of a proposal in response to this document, the vendor certifies compliance with the above requirements as stated in Section 287.133, Florida Statutes.

E-VERIFY

Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of:

1. All persons employed by the Contractor during the term of the Contract to perform employment duties within Florida; and
2. All persons, including subcontractors, assigned by the Contractor to perform work pursuant to the contract with the Department.

By submission of a bid in response to this document, the bidder certifies compliance with the above requirements.

WARRANTY

All goods and services furnished by bidder, relating to and pursuant to this RFP, will be warranted to meet or exceed the specifications contained herein. In the event of breach, the bidder will take all necessary action, at bidder's expense, to correct such breach in the most expeditious manner possible.

SUBCONTRACTORS

The successful respondent will be the prime service provider and shall be responsible for all work performed and contract deliverables. Proposed use of subcontracts should be included in the response. Requests for use of subcontractors received subsequent to the solicitation process are subject to review and approval by the County.

The County reserves the right to request and review information in conjunction with its determination regarding a subcontract request. All subcontractors are subject to the same requirements of this solicitation as the successful respondent.

HOLD HARMLESS AND INDEMNIFICATION

- a. The 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 attorney's fees to the extent caused by the negligence, recklessness, or intentional wrongful conduct of the indemnifying party and persons employed or utilized by the Contractor.
- b. The parties understand and agree that such indemnification by the Contractor relating to any matter which is the subject of this Agreement shall extend throughout the term of this Agreement and any statutes of limitations thereafter.
- c. The Contractor's obligation shall not be limited by or in any way to any insurance coverage or by any provision in or exclusion or omission from any policy of insurance.

DUTY TO PAY DEFENSE COSTS AND EXPENSES

- a. The Contractor agrees to reimburse and pay on behalf of the County the cost of the County's legal defense, through and including all appeals, and to include all attorneys' fees, costs, and expenses of any kind for any and all 1) claims described in the Hold Harmless and Indemnification paragraph or 2) other claims arising out of the Contractor's performance of the Contract and in which the County has prevailed.
- b. The County shall choose its legal defense team, experts, and consultants and invoice the Contractor accordingly for all fees, costs and expenses upon the conclusion of the claim.
- c. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

TERMINATION FOR CAUSE AND FOR CONVENIENCE

The awarded contract may be terminated in whole or in part in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this contract through no fault of the terminating party, provided that no termination may be effected unless the other party is given: (a) Not less than ten (10) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate; and (b) An opportunity for consultation with the terminating party prior to termination.

The awarded contract may be terminated in whole or in part in writing by the local government for its convenience, provided that the other party is afforded the same notice and consultation opportunity specified in I (a) above. If termination for default is effected by the local government, an equitable adjustment in the price for this contract shall be made, but no amount shall be allowed for anticipated profit on unperformed services or other work, and any payment due to the contractor at the time of termination may be adjusted to cover any additional costs to the local government because of the contractor's default.

If termination for convenience is effected by the local government, the equitable adjustment shall include a reasonable profit for services or other work performed for which profit has not already been included in an invoice. For any termination, the equitable adjustment shall provide for payment to the contractor for services rendered and expenses incurred prior to receipt of the notice of intent to terminate, in addition to termination settlement costs reasonably incurred by the contractor relating to commitments (e.g., suppliers, subcontractors) which had become firm prior to receipt of the notice of intent to terminate.

Upon receipt of a termination action under paragraphs (a) or (b) above, the contractor shall promptly discontinue all affected work (unless the notice directs otherwise) and deliver or otherwise make available to the local government all data, drawings, reports specifications, summaries and other such information, as may have been accumulated by the contractor in performing this contract, whether completed or in process.

PROTEST

A notice of protest must be submitted in accordance with section 2-114 of the Bay County Code, as amended from time to time. If a party intends to initiate such an action, it must electronically notify the Purchasing Director and the County Attorney no later than one business day after notice of the awarding authority's decision.

PROPOSAL REQUIREMENTS

Each Firm's proposal shall include sufficient information to enable the County to evaluate the capability of the Firm to provide the desired services. The data shall be significant to the project and discussions of past performances on other projects shall be minimized except as they relate to the proposed work.

All Proposals are to be on 8 ½" x 11" paper or if larger documents are required they are to be folded to 8 ½" x 11" size. Proposals should be stapled together or bound with comb binding. Proposals submitted in 3 ring binders may not be accepted. Proposals shall be prepared simply and economically, providing a straightforward, concise delineation of Respondent's capabilities to satisfy the requirement of the RFP. Elaborate binding, colored displays, and promotional material are not desired; however, technical literature may be included as attachments to the proposal.

Proposers should submit one (1) original clearly labeled "Original", three (3) copies clearly labeled "Copy" and one (1) electronic version of the package. The electronic version should be in pdf format on a cd or usb drive. Electronic versions submitted via e-mail will **not** be accepted. If the submittal contains confidential information, such information shall be in a separate pdf document. Submittals shall be enclosed in a sealed envelope bearing the title of the solicitation, the name of the Respondent and the date for opening. Submittals shall be valid to BAY COUNTY for a period of 180 days after the opening.

Emphasis in each Submittal must be on completeness and clarity of content.

In order to expedite the evaluation of Submittals, it is essential that Respondents follow the format and instructions contained in the RFP.

The following information is the minimum content required for the Submittal and will be used to compare and evaluate the firms:

(Please number and title tabs for each section as indicated).

1) Table of Contents (Tab 1)

- a) Clearly identify all sections referenced below.
- b) Sections shall be separately tabbed for ease of reference.

2) General Information (Tab 2) – 30 points

- a) Firm name(s), contact name, address, phone number, and email address.
- b) Completed Application Forms (Forms are provided in [Attachment 1](#))
 - i) The “[Design Application Form](#)” shall be for the design firm or engineer.
 - ii) The “[Build Application Form](#)” shall be for the construction contractor.
 - iii) The “[Subcontractor Application Form](#)” shall be for each sub-consultant or subcontractor that is to work on the job. Additional copies of this sheet should be made for each subcontractor.
 - iv) Completed [Similar Projects and Project Team Form](#) – Provide information to show the construction contractor and/or the design team meet the following criteria:
 - Design Build Team Engineer (DBE) shall have experience in permitting, designing and providing construction engineering support for at least two Class I (Subtitle D) landfills/cells, 10 acres or larger in Florida and/or a bordering state. The DBE should be familiar with rules and regulations associated with FAC 62-701: Solid Waste Management Facilities. The DBE shall be a professional engineer licensed in the State of Florida and work for an engineering firm licensed to practice engineering in the State of Florida. Surveyors shall hold a Professional Land Surveyor’s License in the State of Florida.
 - The DBE firm shall have qualified and experienced staff in landfill design using AutoCAD Civil 3-D. The design firm shall demonstrate the staff availability, experience and qualifications to perform the work within the given schedule. Detailed resumes of proposed key personnel (e.g., Senior Design Engineer, Staff Engineers, AutoCAD Designer) that will be assigned to this Project shall be submitted.
 - Design Build Team Contractor (DBC) shall demonstrate experience and qualifications to perform the work, have the necessary equipment therefor, and possess sufficient capital to properly

execute the Work within the time allowed. Bids received from DBCs who have previously failed to complete work within the time required, or who have previously performed similar work in an unsatisfactory manner, may be rejected. A Bid may be rejected if in the OWNER'S sole discretion the DBC cannot show that he has the necessary experience, ability, plant and equipment to commence the Work at the time prescribed and thereafter to prosecute and complete the Work at the rate or within the time specified. A Bid may be rejected if DBC is already obligated for the performance of other work that would, in the OWNER'S opinion, delay the commencement, prosecution, or completion of the Work.

- At a minimum, the DBC shall provide demonstrative evidence that it meets or exceeds the following qualifications:
- As a prime DBT, and within the last ten years, the DBC has constructed at least one new lined landfill or landfill cells in Florida and/or a bordering state. Each project shall have involved the following, at a minimum:
 - 500,000 square feet of high density polyethylene (HDPE) geomembrane, low permeability soil and/or Geosynthetic Clay Liner (GCL), geocomposite and protective cover/collection aggregate;
 - 5,000 lineal feet of HDPE piping for leachate collection and conveyance;
 - Successful (according to the Engineer and Owner) management and control of storm water, erosion, and sedimentation during the subject projects; and
- As a prime DBT, and within the last five years, the DBC has experience in Design Build Projects similar to landfill or other heavy construction projects and familiar with FDEP Chapter 62-701: Solid Waste Management Facilities.
- The DBC, including any individual, corporation, or partnership affiliated in any way with the Design Build Team (DBT), shall not have been held in default by OWNER on any contract of OWNER within 36 months prior to the day of the Bid Opening.
- The DBC has qualified staff available and shall commit said staff to this Project. Detailed resumes of proposed key site personnel (e.g.,

Project Manager, Superintendent, Foreman) that will be assigned to this Project shall be submitted. Minimum qualifications for each position are as follows:

- Project Manager shall have at least 5 years of experience in landfill construction, and managed at least 3 projects with cumulative quantities of at least 1,000,000 square feet of geosynthetics, 50,000 cubic yards of low permeability soil, 50,000 cubic yards of protective cover/leachate collection aggregate. He/she shall have documented erosion and sediment control and landfill gas control experience.
- Superintendent shall have at least 5 years of experience in landfill construction, erosion & sediment control, and directed on site activities of at least 3 projects with cumulative quantities of at least 1,000,000 square feet of geosynthetics, 50,000 cubic yards of low permeability soil, and 50,000 cubic yards of protective cover/collection aggregate. He/she shall have documented on-site landfill gas control experience.
- Site Foremen shall have at least 5 years of progressive experience in civil construction involving excavation, grading, underground pipe installation, erosion and sedimentation control, and utility work.

A bid may be rejected at OWNER'S sole discretion if the DBC does not submit evidence that it meets or exceeds the above minimum qualifications.

- The Bid must contain evidence of DBC's qualification to do business in the State of Florida or covenant to obtain such qualification prior to execution of Agreement. A bid may be rejected at OWNER'S sole discretion if the DBT does not submit this evidence.

c) Proposer shall provide an Executive Summary to be written in nontechnical language.

- i) Identify the
 - (1) prime contractor
 - (2) prime design consultant
 - (3) other sub-consultants and subcontractors.
- ii) It shall also summarize the Proposer's overall capabilities for accomplishing the services specified herein.
- iii) Indicate the experience the team has working together,

- iv) Experience the contractor and consultant have with design/build projects
- d) Organization and Staffing Plan:
 - i) Provide and Organizational Chart for all key personnel, including sub-consultants and subcontractors. This will include the Engineer of Record, Construction Project Manager, QC Manager, Construction Superintendent, and other management, technical and support staff.
 - ii) Provide resumes for all personnel listed on organization chart including, but not limited to, the following information:
 - a. Name and title
 - b. Percentage of time to be assigned full time to this project
 - c. How many years with this firm
 - d. How many years with other firms
 - e. Experience
 - i. Types of projects
 - ii. Size of projects
 - iii. Role in projects
 - f. Education
 - g. Active registration
 - h. Attach required licenses and certification
 - e) Responsible Office: Design/Build Teams being considered for this project may have more than one office location. The office assigned responsibility for this work shall be identified here. If different elements of the work will be done at different locations, those locations shall be listed.

3) Technical Proposal (Tab 3) - 40 Points

- a) The Technical Proposal shall show the project will be designed and built in compliance with the Design Criteria Package shown as **Attachment 5**.
- b) The Approach and Understanding narrative of the Technical Proposal shall be in accordance with the Approach and Understanding Section of the Design Criteria Package.
- c) Other Appropriate Data: Other data demonstrating the ability of the Design/Build Firm to provide the desired services may be included in the written technical proposal.

4) Proposed Schedule and Price Control (Tab 4) - 20 Points

This section shall state what project management software will be used for scheduling, the approach to scheduling, and the approach for managing cost. The proposed schedule shall be done using this software and at a minimum include the anticipated major milestones and their associated phasing as follows:

- a) Anticipated Award Date - The schedule should assume a Notice to Proceed date of June 7, 2019.

- b) Design Schedule & Submittals
- c) Design Survey
- d) Design Reviews by Bay County
- e) Design Review / Acceptance Milestones
- f) Geotechnical Investigation
- g) Permitting
- h) Start of Construction
- i) Construction Milestones
- j) Construction Phasing as necessary
- k) Maintenance of Traffic Set-Up (per duration)
- l) Utility Relocations, if necessary
- m) Additional Milestones as determined by the Design-Build Firm
- n) Final Completion Date for All Work
- o) Punch list completion and project closeout.

5) Design/Build Quality Assurance Procedures (Tab 5) – 10 Points

- a) The minimum information shall include the design and construction services.
- b) The Design/Build Team shall be responsible for the professional quality, technical accuracy and coordination of all surveys, designs, drawings, specifications, geotechnical and other services furnished by the Design/Build Team under this contract. Tab 5 should describe the Design/Build Team's Design Quality Management Plan (QMP), which describes the Quality Control (QC) procedures to be utilized to verify, independently check, and review all design drawings, specifications, and other documentation prepared as a part of the contract. In addition the QMP shall establish a Quality Assurance (QA) program to confirm that the Quality Control procedures are followed.
- c) The Design/Build Firm shall also be responsible for developing and maintaining a Construction Quality Control Plan which describes their Quality Control procedures to verify, check, and maintain control of key construction processes and materials.

6) Required Additional Forms (Tab 6)

Forms are provided in [Attachment 2](#)

- a) [RFP Response Cover Sheet](#)
- b) [Addendum Acknowledgement](#)
- c) [Anti-Collusion Clause](#)
- d) [Conflict of Interest](#)
- e) [Identical Tie Proposals/Drug Free Workplace](#)
- f) [Waiver of Exemption of Meetings/Presentations](#)
- g) [Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion](#)
- h) [APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING](#)

Under separate cover one (1) original Price Proposal Form (**Attachment 3**) shall be submitted. **This form must be signed and in a separate sealed envelope marked Price Proposal.** Bid Bond shall be included in the Price Proposal.

ANTICIPATED SCHEDULE

This schedule may be altered solely at the County’s discretion:

RFP Advertisement	Friday, February 22, 2019
Addendum 1	Friday, March 15, 2019
Pre-Proposal Meeting	Thursday, March 28, 2019
Questions Due Date	Tuesday, April 16, 2019
Technical Proposal Opening	Tuesday, April 30, 2019
Technical Proposals Evaluations	Tuesday, April 30–Wednesday, May 15, 2019
Price Proposal Opening	Thursday, May 16, 2019
Board Meeting for Recommended Award	Tuesday, June 4, 2019

EVALUATION PROCESS AND CRITERIA

Representatives from the County Public Works Department and the County Purchasing Department will review the submittals for completeness. Those submittals deemed complete and responsive will be forwarded to the Evaluation Committee.

Evaluation Committee

- A. Evaluation Committee may consist of 3 or 5 members or the Board of County Commissioners. Initial scoring and final ranking may be determined by separate Evaluation Committees.
- B. The County Manager or designee shall determine the Evaluation Committee(s) that will best serve the needs of the County.
- C. Membership of all Evaluation Committees shall be approved by the County Manager or designee.
- D. The Purchasing Department will provide reasonable notice of all meetings, no less than 72 hours in advance of such scheduled meeting, excluding holidays and weekends, by posting a Notice of Evaluation Committee Meeting on the public notice bulletin board in the Purchasing Department and on the Bay County website.
- E. Contact with the Evaluation Committee. Members of the Evaluation Committee are prohibited from discussing a project with any professional or professional firm that may submit a proposal during the procurement process, except in formal committee meetings.
- F. Evaluation of Submittals. Only written responses of statements of qualifications, performance data, and other data received in the purchasing office by the publicized submission time and date shall be evaluated.
- G. The initial ranking of submittals is based upon the points given in the RFP Respondent Instructions.

The provisions of the Request for Proposals and the receipt of submittals from respondents shall not create any legal or other obligation between Bay County and respondents (except as expressly set out in this RFP).

Bay County will make the selections primarily on the basis of the response to this RFP and any further information received from respondents if interviewed. Although information additional to that requested in this RFP may be provided by respondents, any consideration of this information shall be at the discretion of Bay County. Bay County shall award this project to the respondent considered by the County to offer the best overall response.

GENERAL TERMS AND CONDITIONS

1. Enough detail is given in the bid to describe the item being bid, although not written, full manufacturer's specifications are implied. Manufacturer's specifications take precedent over information within this bid if any discrepancy exists.
2. Plans, Drawings, Specifications, Special Provisions and other documents shall be considered a part of the Bid Form whether attached or not.
3. Prospective Bidders must be able to show that they are capable of performing each of the various items of work upon which they bid and that the equipment necessary for the prosecution of the work is available. The Bidder shall be licensed as a Contractor when required by state law. Such license shall be in effect prior to the date and time specified for receipt of bids by the County.
4. Should the bidder to whom the award of contract was made, fail to execute any of the required and acceptable bonds, the award of contract shall be annulled and the Bid Bond posted by the bidder shall be retained by the County, not as penalty, but as liquidated damages. Award will then be given to the bidder selected by the County with a qualified bid.

5. The Work

- a. Intent is for the Contractor to provide for construction, completion in every detail of the work, furnishing all labor, materials, equipment, tools, transportation, and supplies required to complete the work in accordance with the Contract Documents.
- b. The County's Designated Representative shall have the right to make alterations in the drawings or specifications as considered necessary or desirable during the progress of the work for satisfactory completion of the work. No alterations shall be made which will result in a substantial change in the general plan, character, or basic scope of the work.
- c. Upon completion of the work, before acceptance by the Engineer or Architect of Record and before final payment, the Contractor shall remove all equipment, surplus, discarded materials, rubbish and temporary structures and shall restore, in an acceptable manner, all property, both public and private, damaged during the performance of the work.
- d. This contract requires compliance with the "Trench Safety Act" Chapter 553.60-553.64 of Florida Statutes.

6. Control of the Work

- a. The Contractor will furnish the County a maximum of three (3) sets of reproducible copies of the drawings and specifications as required for the particular project.
- b. At project completion, the Contractor shall furnish, on sheets not larger than 24 inches by 36 inches, as-built drawings of utility lines, stormwater pipes, and structures showing any deviation from the plans and specifications that exceed 0.1 feet in vertical elevation and 1 foot in horizontal location and any change to the type of construction material and size. The as-built drawings shall be signed and sealed by a Florida licensed professional land surveyor or professional engineer.
- c. The Contractor shall take no advantage of any apparent error or omission which he might discover in the drawings or specifications. In the event that an error or omission is discovered by the Contractor, he shall, within 24 hours of such discovery, notify the County's Designated Representative who shall then make such corrections and interpretations deemed necessary for reflecting the actual spirit, intent, and scope of the drawings and specifications.
- d. The Bay County Public Works Director shall have the final say on all questions, difficulties, and disputes, of whatever nature, which may arise relative to the interpretation of the drawings and specifications.
- e. The Contractor shall furnish and set slopes stakes, rough grade stakes and all other stakes necessary for construction of the project.
- f. Failure to remove or refusal by the Contractor to remove defective materials or work, or make necessary repairs to damaged work shall be cause for the County's Designated

Representative to make the necessary corrections at the expense of the Contractor with such monies being deducted from the contract amount or charged against the bonds.

g. The Contractor shall notify the County's Designated Representative when the project is substantially complete. If the County's Designated Representative determines the project is substantially complete, a "Certificate of Substantial Completion" will be issued by the County.

h. The Contractor shall maintain all work in first-class condition until it has been completed as a whole and accepted by the County's Designated Representative. The Contractor shall be responsible for the security and protection of all materials used in the project until a "Notice of Completion" is issued by the County.

i. Any written claim for compensation due to delays, additional, or extra work shall include the following:

i. for delay claims, provide a critical path schedule showing the delay is due to a controlling item of work and the early start, late start, early finish, late finish and the critical path;

ii. a detailed factual statement providing dates, locations, and items of work affected in each claim;

iii. the date on which actions or conditions resulting in the claim became evident.

iv. all pertinent documents and substance of any material oral communications relating to the claim and the name of the persons making the oral communications;

v. the written claim shall identify the provisions of the contract which support the claim along with a detailed explanation as to why these provisions support the claim;

vi. a detailed breakdown of compensation sought for labor expenses, additional material and supplies, listing of each piece of equipment and cost, any direct damages and any indirect damages and all documentation in support thereof.

vii. equipment rental rates that are based on Blue Book Rental rates.

j. The County will not compensate the Contractor for any delays for any reason unless five days (excluding Saturdays, Sundays and holidays) have elapsed from the start of work stoppage. The first day of any claims shall be on day six of the work stoppage. This shall apply to each work stoppage.

k. The County expects the Contractor to use forces and equipment on any item of work that can be completed during the delay. The Contractor's claim must show the delay is due to the controlling item of work as shown on the critical path method schedule. After five work days if the County deems the delay claim to be valid, the Contractor's claim shall only be for labor, equipment and materials that are delayed due to the controlling work item. If the County Engineer determines the Contractor forces and equipment can be used on other work items during the delay, no compensation will be given for these forces and equipment.

l. Unless otherwise stated in the plans or specifications, the term "install" shown in the plans and specifications shall be interpreted by the contractor to mean the same as "furnish and install", which means the contractor shall provide all materials, equipment and labor to completely install the item shown in the plans or specifications.

7. Material Control

a. Only materials conforming to the requirements and intent of the drawings and specifications will be used and all such materials not specifically identified in the plans and specifications will be approved by the Engineer or Architect of Record prior to use to perform the work. For road and stormwater projects, unless otherwise approved by the Engineer of Record, the County will limit the Contractor's procurement and use of products required by the FDOT Specifications to only those items listed in the Florida Department of Transportation's Qualified Products List (QPL) or Approved Products List (APL). Reference in the contract documents to a proprietary device, product, material or fixture to establish a quality standard is not intended to limit competition. The Contractor may use any proprietary device, product, material or fixture that in the Engineer of Record's judgment is equal, for the purpose intended.

b. The Contractor shall ensure that County personnel have entry at all times to the construction site in order to inspect and evaluate any or all materials used for performing the work. The County's Designated Representative shall have the right to sample and test any or all materials used in performing the work. Copies of any tests accomplished by the County's Designated Representative will be provided to the Contractor.

c. Materials shall be stored as specified in the contract documents or as per the material manufacturer's recommendations. The protection of stored materials shall be the responsibility of the Contractor and the County shall not be liable for any loss, theft or damage to stored materials.

d. Any materials found to be defective by the Contractor or the County's Designated Representative shall be removed from the work or place of storage at the Contractor's expense and replaced at the Contractor's expense. Failure or refusal by the Contractor to accomplish the removal and replacement of defective materials from the work or place of storage shall be grounds for the County's Designated Representative to do same at the expense of the Contractor and such expense deducted from the contract amount or from the bond.

e. The Contractor shall, at all times during construction, provide and maintain proper equipment and facilities to remove promptly and dispose of properly all water entering excavations and keep such excavations dry so as to obtain a satisfactory undisturbed sub-grade foundation condition until the fill, structure, or pipes to be built thereon have been completed to such extent that they will not be floated or otherwise damaged by allowing water levels to return to natural elevations.

f. The Contractor shall furnish all materials and equipment and perform all work required to install and maintain the drainage systems for handling groundwater and surface water encountered during construction of structures, pipelines and compacted fills. The Contractor shall obtain FDEP and NWFLWMD permits for all dewatering operations. During dewatering operations all engines shall be equipped in a manner to keep pump noise to a minimum. If dewatering is required after 10:00 PM near residences and business, pump noise shall not create a nuisance to the property owners. The Contractor is solely responsible for any damages to private or public property caused by Contractor's dewatering operations. During dewatering operations, the Contractor shall notify all business and residences within a minimum of 300 feet of the dewatering operations to turn off all irrigation pumps. The 300 foot limit is a minimum, and the Contractor is responsible for any damage to private property, to include, but not limited to loss of plants, burned out pumps, building, pavement, sidewalk or any other structural settlement, etc. that can be attributed to the dewatering operations. The County will assume no liability nor pay for any claims; arising from the Contractor's dewatering operation.

8. Contractor Responsibilities

a. The Contractor shall relieve the County from any and all claims arising from claims by holders of trademarks, patents or copyrights used or incurred by the Contractor in performing the work.

b. The Contractor shall not permit his equipment to interfere with traffic while such equipment is on or traversing an existing road without coordination with and approval of appropriate officials of the State, County, or City.

c. The Contractor shall be responsible for all damages arising out of his use of explosives when deemed necessary in the performance of the work.

d. The Contractor shall preserve from damage all public and private property along the line of construction and adjacent to the work. If the Contractor fails to restore such property, the County's Designated Representative, upon written notification, as deemed necessary, may proceed to repair the damaged property and the cost deducted from the contract sum.

e. Arrangements for utilities to the site shall be accomplished by the Contractor and in doing same he shall coordinate with the appropriate utilities for the just and proper utilization of any space where construction shall entail the joint use of area under this work and the utility construction.

f. Final acceptance will not be given nor will bond be released unless any and all claims against the Contractor are paid or the Contractor has otherwise been relieved of the claim.

g. Until acceptance of the work by the County's Designated Representative, the work shall be under charge and custody of the Contractor and he shall take every precaution against injury or damage to the work by the action of the elements or from other causes.

9. Prosecution and Progress

a. The Contractor shall not sublet, sell, transfer, assign or otherwise dispose of the contract or subsequent agreements of the contract without written consent of the County.

b. The Contractor shall commence work on or after the Notice to Proceed date and shall provide sufficient resources to insure completion of the work within the time limit set forth. Should the Contractor fail to provide sufficient resources to assure timely progress and if he fails to perform the work within the specified time, the County shall have ground to claim default.

c. The Contractor shall schedule his operations to minimize any inconvenience to adjacent businesses or residences. The Contractor shall take special precautions to restrict his major operations in performing the work to what is commonly understood to be "normal" or "standard" working hours. Work performed at other periods requires preapproval from the County's Designated Representative.

d. The Contractor shall maintain reasonable access at all times to all business and private residences and property adjacent to construction area or impacted by the construction.

e. The County's Designated Representative shall make provision for and shall schedule a pre-construction conference with the Contractor and all concerned parties in attendance.

f. The Contractor shall provide a detailed schedule to the County within 5 working days after the date of the preconstruction conference. Adherence to the Contractor's construction schedule is critical to the residents and businesses impacted on the project. The Contractor shall give the County 48 hours notice of schedule changes and shall submit a new and complete changed schedule. The County will not allow any lane closure or paving operations without 48 hours notice. The Contractor shall give the County Inspector 48 hours notice of commencement of all major work items.

g. The Contractor shall assure that all supervisory personnel employed by him are fully qualified and competent to properly perform the work in coordination with other trades at the work and can perform the work within the specified periods of time.

h. The Contractor shall maintain a competent superintendent at the site at all times while work is in progress to act as the Contractor's agent. The superintendent shall be capable of properly interpreting the Contract Documents and shall be thoroughly experienced in the type of work being performed. The superintendent shall have full authority to receive instructions from the County's Designated Representative and to execute the orders or directions of the County's Designated Representative, including promptly supplying any materials, tools, equipment, labor and incidentals that may be required. This superintendent must be at the project site to supervise sub-contractors. The superintendent must speak and understand English.

i. Contractor shall designate a responsible person who speaks and understands English, and who is available at or reasonably near the worksite on a 24-hour basis, seven days a week who is the point of contact during emergencies.

j. The County's Designated Representative shall have the authority to suspend the work, wholly, or in part, for such periods as may be deemed necessary due to unsuitable weather or other conditions considered unfavorable for performance of the work.

k. The Contractor may be declared in default for non progress, by the County's Designated Representative, when the percentage value of dollar work completed with respect to the total amount of contract is not within twenty (20) percent of the time elapsed versus the total performance period.

l. Contractor may subcontract for work identified in this solicitation. The Contractor will be the prime service provider and shall be responsible for all work performed and contract

deliverables. The Contractor's workforce shall be responsible for at least 51% of the work performed and provide an on site full time job supervisor to manage the day to day job site, and subcontractors. Proposed use of subcontractors should be included in the response to this solicitation.

10. Payments and Acceptance

a. Payment will not be made until the work invoiced is completed in full. If material or equipment acceptance testing is required, payment will not be made until satisfactory test results as determined by the County's Designated Representative are delivered to the County.

b. The Contractor shall accept the compensation as provided in the contract as full payment for furnishing all materials and for performing all work contemplated under the contract.

c. The contract price shall include all labor, equipment, material, tools and incidentals required for completing the work.

d. Subsoil conditions, if presented, must be interpreted within the limits of investigation and the anticipated normal field variances. Claims for unusual conditions or excessive amounts of fill or excavation over original estimates of the Engineer of Record or Contractor shall not be grounds for extra work clauses or request.

e. To be paid for all quantities paid by the ton, a County Inspector must verify the delivery and receive a load ticket identifying the truck number, material and quantity of material delivered. The Contractor shall not haul such materials unless the inspector is on-site. If there has been a change in schedule, the County requires 48 hours notice to schedule inspectors.

f. To be paid for all quantities paid by the truckload, the County must have a truck chart for each truck prior to the truck being used for hauling operations. The Contractor must provide the truck chart to the County Inspector in sufficient time to allow the County to verify all dimensions and volumes shown on the truck chart. A County Inspector must verify the delivery and receive (if available) a load ticket identifying the truck number, material and quantity of material hauled. The Contractor shall not haul such materials unless the Inspector is on-site. If there has been a change in schedule, the County requires 48 hours notice to schedule inspectors.

g. The County's Designated Representative retains the right to cancel portions or expand the scope of work after a fair and just adjustment is agreed to with the Contractor.

h. The Contractor will receive partial payment based upon the amount of work completed as determined by the County's Designated Representative, to include stored material. The County will withhold retainage in the amount of 10 percent of the total work completed at the date of the Contractor's invoice. The Contractor may reduce the retainage amount as allowed by Florida Statutes.

i. Any partial payments will be subject to withholding by the County's Designated Representative pending any unsatisfied claims brought against the Contractor for labor or materials.

j. Any partial payments will be subject to withholding by the County's Designated Representative pending any unsatisfied completion or restoration of any assertion for defective or damaged work or materials.

k. In the event of dispute regarding amounts due to the Contractor, the County reserves the right, at any time prior to final payment on the Contract, to audit, or cause to be audited, the Contractor's original records pertaining to the work.

l. Whenever the work provided for under the contract has been completely performed by the Contractor, and the final inspection and final acceptance has been made, and it is proven to the County's Designated Representative that all claims are satisfied, the final payment, being the difference between the contract amount and summation of all previous payment less any penalties assessed, shall be paid to the Contractor. Upon final payment the Contractor shall provide the County's Designated Representative a statement that he has been paid all monies due and that the work was performed in accordance with the Contract Documents.

m. The payments of sub-contractors, material, men and suppliers shall comply with Section 255.071 of Florida Statutes.

n. Within ten (10) working days following each payment to the Contractor, the Contractor shall pay respective amounts allowed by the County for all materials, all equipment installed in the work, all work performed by sub-contractors to the extent of each sub-contractor's interest in the Contractor's amount of payment.

o. On monthly invoices subsequent to the first invoice submitted there shall be a signed "Waiver of Right to Claim Against the Payment Bond (Progress Payment)" indicating that invoices for equipment and material supplied and sub-contractors have been paid by the Contractor.

p. On the final invoice submitted there shall be a signed "Waiver of Right to Claim Against the Payment Bond (Final Payment)" indicating that invoices for equipment and material supplied and sub-contractors have been paid by the Contractor.

q. Monthly invoices shall be submitted to the County in a format and distribution schedule defined by the County, no later than the 10th day of the following month.

r. If the Contractor cannot submit their monthly invoice on time, the Contractor shall notify the County, prior to the due date the reason for the delay and the planned submittal date.

s. A Final Invoice will be submitted to the County no later than the 30th day following Final Acceptance of the individual project or as requested by the County.

t. Date of final payment shall be the commencement of all warranties and guarantees. If the County reasonably determines that the Contractor or Vendor has breached any of the warranties provided herein, then the Contractor or Vendor shall perform the necessary work to comply with its warranties and shall pay to the owner its reasonable costs to investigate and then identify the breach of warranty claim.

BAY COUNTY INSURANCE REQUIREMENTS

1. LOSS CONTROL/SAFETY

a. Precaution shall be exercised at all times by the Contractor for the protection of all persons, including employees, and property. The Contractor shall be expected to comply with all laws, regulations or ordinances related to safety and health, shall make special effort to detect hazardous conditions and shall take prompt action where loss control/safety measures should reasonably be expected.

b. The County may order work to be stopped if conditions exist that present immediate danger to persons or property. The Contractor acknowledges that such stoppage will not shift responsibility for any damages from the Contractor to the County.

2. DRUG FREE WORK PLACE REQUIREMENTS

All contracts with individuals or organizations that wish to do business with the Bay County Board of Commissioners, a stipulation will be made in the contract or purchase order that requires contractors, subcontractors, vendors or consultants to have a substance abuse policy. The employees of such contractors, subcontractors, vendors or consultants will be subject to the same rules of conduct and tests as the employees of the Bay County Board of Commissioners. In the event of an employee of a supplier of goods or services is found to have violated the Substance Abuse Policy, that employee will be denied access to the County's premises and job sites. In addition, if the violation(s) is/are considered flagrant, or the County is not satisfied with the actions of the contractor, subcontractor, vendor, or consultant, the County can exercise its right to bar all of the contractor's, subcontractor's, vendor's, or consultants employees from its premises or decline to do business with the contractor, subcontractor, vendor or consultant in the future. All expenses and penalties incurred by a contractor, subcontractor, vendor or consultant as a result of a violation of the County's Substance Abuse Policy shall be borne by the contractor, subcontractor, vendor, or consultant.

3. INSURANCE - BASIC COVERAGES REQUIRED

a. The Contractor shall procure and maintain the following described insurance, except for coverages specifically waived by the County, on policies and with insurers acceptable to the County. These insurance requirements shall not limit the liability of the Contractor. All subcontractors are subject to the same coverages and limits as the Contractor. The County does not represent these types or amounts of insurance to be sufficient or adequate to protect the Contractor's interests or liabilities, but are merely minimums.

b. Except for workers' compensation and professional liability, the Contractor's insurance policies shall be endorsed to name the County as an additional insured to the extent of the County's interests arising from this agreement, contract, or lease.

c. Except for workers' compensation, the Contractor waives its right of recovery against the County, to the extent permitted by its insurance policies.

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

e. Insurance required of the Contractor or any other insurance of the Contractor shall be considered primary, and insurance of the County shall be considered excess, as may be applicable to claims which arise out of the Hold Harmless, Payment on Behalf of the County, Insurance, Certificates of Insurance and any Additional Insurance provisions of this agreement, contract or lease.

f. **WORKERS' COMPENSATION COVERAGE**

The Contractor shall purchase and maintain workers' compensation insurance for all workers' compensation obligations imposed by state law and employer's liability limits of at least **\$500,000 each accident and \$500,000 each employee/\$500,000 policy limit for disease**. The Contractor shall also purchase any other coverages required by law for the benefit of employees. The Contractor shall provide to the County an Affidavit stating that he meets all the requirements of Florida Statute 440.02(14)(d).

g. **GENERAL, AUTOMOBILE AND EXCESS OR UMBRELLA LIABILITY COVERAGE**

The Contractor shall purchase and maintain coverage on forms no more restrictive than the latest editions of the Commercial or Comprehensive General Liability and Business Auto policies of the Insurance Services Office. **Minimum limits of \$1,000,000 per occurrence** for all liability must be provided, with excess or umbrella insurance making up the difference, if any, between the policy limits of underlying policies (including employers liability required in the Workers' compensation Coverage section) and the amount of coverage required.

h. **GENERAL LIABILITY COVERAGE**

Commercial General Liability - Occurrence Form Required
Coverage A shall include bodily injury and property damage liability for premises, operations, products and completed operations, independent contractors, contractual liability covering this agreement contract or lease, and broad form property damage, and property damage resulting from explosion, collapse or underground (x,c,u) exposures. Coverage B shall include personal injury. Coverage C, medical payments, is not required.

i. **PRODUCTS/COMPLETED OPERATIONS**

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

j. **BUSINESS AUTO LIABILITY COVERAGE**

Business Auto Liability coverage is to include bodily injury and property damage arising out of ownership, maintenance or use of any auto, including owned, non-owned and hired automobiles and employee non-ownership use.

k. **EXCESS OR UMBRELLA LIABILITY COVERAGE**

Umbrella Liability insurance is preferred, but an Excess Liability equivalent may be allowed. Whichever type of coverage is provided, it shall not be more restrictive than the underlying insurance policy coverages.

l. **CERTIFICATES OF INSURANCE**

1. Required insurance shall be documented in Certificates of Insurance which provide that the County shall be notified at least 30 days in advance of cancellation, nonrenewal or adverse change. The Certificate Holder will be addressed as the BAY COUNTY BOARD OF COMMISSIONERS, 840 W. 11th Street, Panama City, Florida 32401. All certificates, cancellation, nonrenewal or adverse change notices should be mailed to this address. Each Certificate will address the service being rendered to the County by the Contractor. **The County shall be named as an Additional Insured, Primary and Non-Contributory for both General Liability and Business Auto Liability with Waiver of subrogation included with respects to both General Liability and Business Auto.**

2. New Certificates of Insurance are to be provided to the County at least 15 days after coverage renewals.

3. If requested by the County, the Contractor shall furnish complete copies of insurance policies, forms and endorsements.

4. For the Commercial General Liability coverage the Contractor shall, at the option of the County, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of the liability coverage.

m. **RECEIPT OF INSUFFICIENT CERTIFICATES**

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

4. ADDITIONAL INSURANCE

If checked below, the County requires the following additional types of insurance.

Professional Liability/Malpractice/Errors or Omissions Coverage

The Contractor shall purchase and maintain professional liability or malpractice or errors or omissions insurance with minimum limits of \$2,000,000.00 per occurrence. If a claims made form of coverage is provided, the retroactive date of coverage shall be no

later than the inception date of claims made coverage, unless the prior policy was extended indefinitely to cover prior acts.

Coverage shall be extended beyond the policy year either by a supplemental extended reporting period (ERP) of as great duration as available, and with no less coverage and with reinstated aggregate limits, or by requiring that any new policy provide a retroactive date no later than the inception date of claims made coverage.

Property Coverage for Leases

The Contractor shall procure and maintain for the life of the lease, all risk/special perils (including sinkhole) property insurance (or its equivalent) to cover loss resulting from damage to or destruction of the building and personal property/contents. The policy shall cover 100% replacement cost, and shall include an agreed value endorsement to waive coinsurance.

Commercial General Liability Increased General Aggregate Limit (or separate aggregate)

Because the Commercial General Liability form of coverage includes an annual aggregate limitation on the amount of insurance provided, a separate project aggregate limit of \$5,000,000.00 is required by the County for this agreement or contract.

Liquor Liability

In anticipation of alcohol being served, the Contractor shall provide evidence of coverage for liquor liability in an amount equal to the general/umbrella/excess liability coverage. If the general liability insurance covers liquor liability (e.g. host or other coverage), the Contractor's agent or insurer should provide written documentation to confirm that coverage already applies to this agreement, contract or lease. If needed coverage is not included in the general/umbrella excess liability policy(ies), the policy(ies) must be endorsed to extend coverage for liquor liability, or a separate policy must be purchased to provide liquor liability coverage in the amount required.

Owners Protective Liability Coverage

For renovation or construction contracts the Contractor shall provide for the County an owners protective liability insurance policy (preferably through the Contractor's insurer) in the name of the County. This is redundant coverage if the County is named as an additional insured in the Contractor's Commercial General Liability insurance policy. However, this separate policy may be the only source of coverage if the Contractor's liability coverage limit is used up by other claims.

Builders Risk Coverage

Builders Risk insurance is to be purchased to cover subject property for all risks of loss (including theft and sinkhole), subject to a waiver of coinsurance, and covering off-site storage, transit and installation risks as indicated in the Installation Floater and Motor Truck Cargo insurance described hereafter, if such coverages are not separately provided. If flood and/or earthquake risks exist, flood and earthquake insurance are to be purchased. If there is loss of income, extra expense and/or expediting expense exposure,

such coverage is to be purchased. If boiler and machinery risks are involved, boiler and machinery insurance, including coverage for testing, is to be purchased.

The Builders Risk insurance is to be endorsed to cover the interests of all parties, including the County and all contractors and subcontractors. The insurance is to be endorsed to grant permission to occupy.

Installation Floater Coverage

Installation Floater insurance is to be purchased when Builder's Risk insurance is inappropriate, or when Builder's Risk insurance will not respond, to cover damage or destruction to renovations, repairs or equipment being installed or otherwise being handled or stored by the Contractor, including off-site storage, transit and installation.

The amount of coverage should be adequate to provide full replacement value of the property, repairs, additions or equipment being installed, otherwise being handled or stored on or off premises. All risks coverage is preferred.

Motor Truck Cargo Coverage

If the Installation Floater insurance does not provide transportation coverage, separate Motor Truck Cargo or Transportation insurance is to be provided for materials or equipment transported in the Contractor's vehicles from place of receipt to building sites or other storage sites. All risks coverage is preferred.

Contractor's Equipment Coverage

Contractor's Equipment insurance is to be purchased to cover loss of equipment and machinery utilized in the performance of work by the Contractor. All risks coverage is preferred. The contract may declare self-insurance for contractor equipment.

Fidelity/Dishonesty/Liability Coverage – Third Party

Fidelity/Dishonesty/Liability insurance is to be purchased or extended to cover dishonest acts of the Other Party's employees resulting in a loss to decedent, i.e. theft of valuables.

Fidelity/Dishonesty Coverage for Employer (Contractor)

Fidelity/Dishonesty insurance is to be purchased to cover dishonest acts of the Contractor's employees, including but not limited to theft of vehicles, materials, supplies, equipment, tools, etc., especially property necessary to work performed.

Fidelity/Dishonesty/Liability Coverage for County

Fidelity/Dishonesty/Liability insurance is to be purchased or extended to cover dishonest acts of the Contractor's employees resulting in loss to the County.

Electronic Data Liability Insurance

The Other Party shall purchase Electronic Data Liability with limits of

Garage Liability Coverage

Garage Liability insurance is to be purchased to cover the Contractor and its employees for its garage and related operations while in the care, custody and control of the County's vehicles.

Garage Keepers Coverage (Legal Liability Form)

Garage Keepers Liability insurance is to be purchased to cover damage or other loss, including comprehensive and collision risks, to the County's vehicles while in the care, custody and control of the Contractor. This form of coverage responds on a legal liability basis, and without regard to legal liability on an excess basis over any other collectible insurance.

Damage to Premises Rented/Leased to you- (Legal Liability Form)

Provide property coverage for leased premises due to liability incurred because the insured's negligence results in fire or explosion. Specified limit of liability required.

Watercraft Liability Coverage

Because the Contractor's provision of services involves utilization of watercraft, watercraft liability coverage must be provided to include bodily injury and property damage arising out of ownership, maintenance or use of any watercraft, including owned, non-owned and hired.

Coverage may be provided in the form of an endorsement to the general liability policy, or in the form of a separate policy coverage Watercraft Liability or Protection and Indemnity.

Aircraft Liability Coverage

Because the Contractor's provision of services involves utilization of aircraft, aircraft liability coverage must be provided to include bodily injury and property damage arising out of ownership, maintenance or use of any aircraft, including owned, non-owned and hired.

The minimum limits of coverage shall be _____ per occurrence, Combined Single Limits for Bodily Injury (including passenger liability) and Property Damage.

Pollution Legal Liability Coverage \$2,000,000.00

Pollution legal liability insurance is to be purchased to cover pollution and/or environmental legal liability which may arise from this agreement or contract.

United States Longshoremen and Harbor workers Act Coverage

The Workers Compensation policy is to be endorsed to include United States Longshoremen and Harbor workers Act Coverage for exposures which may arise from this agreement or contract.

Jones Act Coverage

The Workers Compensation policy is to be endorsed to include Jones Act Coverage for exposures which may arise from this agreement or contract.

**ATTACHMENT 1
APPLICATION FORMS**

DESIGN APPLICATION FORM

Project: Steelfield Road Landfill Expansion Design Build Project

Design/Build Team Lead Firm? yes no

Applicant Name:

Street Address:

City, State, Zip:

Mailing Address (if different):

City, State, Zip:

Telephone: _____

Fax: _____

E-mail address: _____

Type of Ownership (Corporation, Joint Venture, Sole Proprietor, Partnership, Other):

Current Florida Professional License (Attach Copy):

Signature*: _____

Printed or Typed Name and Title: _____

* An authorized signature must be submitted. Those authorized to sign are as follows:

If a sole proprietorship, the owner may sign.

If a general partnership, any general partner may sign.

If a limited partnership, a general partner must sign.

If a limited liability company, a member may sign or a manager must sign if so specified by the articles of incorporation.

If a regular corporation, the CEO, President, or Vice-President must sign.

Others may be granted authority to sign but the County requires that a corporate document authorizing that individual to sign must be submitted with the Application.

1. Is the Applicant related to another firm as a parent, subsidiary or affiliate?
 No Yes - If yes, give the name and addresses of all affiliated parent and/or subsidiary companies. Indicate the relationship of each to your organization.

2. Judgment. Has the Applicant or any officer, director owner, or qualifying agent thereof had any judgments entered against him/her within the past ten years for breach of contracts for construction, including, but not limited to, Design/Build or construction management?
 No Yes - If yes, provide details on any such judgment.

3. During the past five years has the Applicant had a contract terminated for cause?
 No Yes - If yes, provide details of such instance.

4. During the past 5 years has the Applicant had a paid claim against a performance bond?
 No Yes - If yes, provide details of such instance.

5. Convictions. Has the Applicant or any officer, director, owner or qualifying agent thereof been convicted within the past ten (10) years of a crime related to construction or contracting, including but not limited to, a violation of Florida contracting or ethics laws or any substantially similar laws of the United States or another state?
 No Yes - If yes, provide details on any such conviction.

6. Debarment. Is the Applicant or any officer, director, owner or qualifying agent thereof currently debarred pursuant to an established debarment procedure from bidding or contracting by any public body, agency of another state, or agency of the federal government?
 No Yes - If yes, provide details.

BUILD APPLICATION FORM

Project: Steelfield Road Landfill Expansion Design Build Project

Design/Build Team Lead Firm? yes no

Applicant Name:

Street Address:

City, State, Zip:

Mailing Address (if different):

City, State, Zip:

Telephone: _____

Fax: _____

E-mail address:

Type of Ownership (Corporation, Joint Venture, Sole Proprietor, Partnership, Other):

Signature*: _____

Printed or Typed Name and Title: _____

- * An authorized signature must be submitted. Those authorized to sign are as follows:
 - If a sole proprietorship, the owner may sign.
 - If a general partnership, any general partner may sign.
 - If a limited partnership, a general partner must sign.
 - If a limited liability company, a member may sign or a manager must sign if so specified by the articles of incorporation.
 - If a regular corporation, the CEO, President, or Vice-President must sign.

Others may be granted authority to sign but the County requires that a corporate document authorizing that individual to sign must be submitted with the Application.

1. Is the Applicant related to another firm as a parent, subsidiary or affiliate?
 No Yes - If yes, give the name and addresses of all affiliated parent and/or subsidiary companies. Indicate the relationship of each to your organization.

2. Judgment. Has the Applicant or any officer, director owner, or qualifying agent thereof had any judgments entered against him/her within the past ten years for breach of contracts for construction, including, but not limited to, Design/Build or construction management?
 No Yes - If yes, provide details on any such judgment.

3. During the past five years has the Applicant had a contract terminated for cause?
 No Yes - If yes, provide details of such instance.

4. During the past 5 years has the Applicant had a paid claim against a performance bond?
 No Yes - If yes, provide details of such instance.

5. Convictions. Has the Applicant or any officer, director, owner or qualifying agent thereof been convicted within the past ten (10) years of a crime related to construction or contracting, including but not limited to, a violation of Florida contracting or ethics laws or any substantially similar laws of the United States or another state?
 No Yes - If yes, provide details on any such conviction.

6. Debarment. Is the Applicant or any officer, director, owner or qualifying agent thereof currently debarred pursuant to an established debarment procedure from bidding or contracting by any public body, agency of another state, or agency of the federal government?
 No Yes - If yes, provide details.

**SUB-CONTRACTOR/SUB-CONSULTANT
APPLICATION FORM**

Project: Steelfield Road Landfill Expansion Design Build Project

Applicant Name:

Street Address:

City, State, Zip:

Mailing Address (if different):

City, State, Zip:

Telephone: _____

Fax: _____

E-mail address:

Type of Ownership (Corporation, Joint Venture, Sole Proprietor, Partnership, Other):

Signature*: _____

Printed or Typed Name and Title: _____

- * An authorized signature must be submitted. Those authorized to sign are as follows:
 - If a sole proprietorship, the owner may sign.
 - If a general partnership, any general partner may sign.
 - If a limited partnership, a general partner must sign.
 - If a limited liability company, a member may sign or a manager must sign if so specified by the articles of incorporation.
 - If a regular corporation, the CEO, President, or Vice-President must sign.

Others may be granted authority to sign but the County requires that a corporate document authorizing that individual to sign must be submitted with the Application.

1. Is the Applicant related to another firm as a parent, subsidiary or affiliate?
 No Yes - If yes, give the name and addresses of all affiliated parent and/or subsidiary companies. Indicate the relationship of each to your organization.

2. Judgment. Has the Applicant or any officer, director owner, or qualifying agent thereof had any judgments entered against him/her within the past ten years for breach of contracts for construction, including, but not limited to, Design/Build or construction management?
 No Yes - If yes, provide details on any such judgment.

3. During the past five years has the Applicant had a contract terminated for cause?
 No Yes - If yes, provide details of such instance.

4. During the past 5 years has the Applicant had a paid claim against a performance bond?
 No Yes - If yes, provide details of such instance.

5. Convictions. Has the Applicant or any officer, director, owner or qualifying agent thereof been convicted within the past ten (10) years of a crime related to construction or contracting, including but not limited to, a violation of Florida contracting or ethics laws or any substantially similar laws of the United States or another state?
 No Yes - If yes, provide details on any such conviction.

6. Debarment. Is the Applicant or any officer, director, owner or qualifying thereof currently debarred pursuant to an established debarment procedure from bidding or contracting by any public body, agency of another state, or agency of the federal government?
 No Yes - If yes, provide details.

SIMILAR PROJECTS AND PROJECT TEAM FORM:

Please list three (3) similar Design/Build projects the construction contractor and/or design firm have accomplished.

	Project #1	Project #2	Project #3
Project Name			
Project Location			
Design/Build Team Name			
Project owner's representative's name, address, and phone number			
Completion Date			
Scope			
Cost of Project (construction cost)			
List personnel who worked on the project			

**ATTACHMENT 2
REQUIRED FORMS**

RFP RESPONSE COVER SHEET

Project: Steelfield Road Landfill Expansion Design Build Project

The Board of County Commissioners, Bay County, reserves the right to accept or reject any and/or all submittals in the best interest of Bay County.

Wendi Nation
Purchasing Director

Philip "Griff" Griffitts
Chairman

This Application for Steelfield Road Landfill Cell Expansion Design/Build is submitted by the below named firm/individual by the undersigned authorized representative who shall be the Primary Contact on behalf of the Respondent.

Submitted By: _____
Name of Firm/Contractor

Prepared By: _____
Name of Individual

Contact E-Mail: _____

Address: _____

Phone: _____

Contractor's License No. _____(if applicable)

Signature of Authorized Representative of Firm/Contractor

Date

SEAL: *(If bid is by Corporation)*

ADDENDUM ACKNOWLEDGEMENT

I acknowledge receipt of the following addenda:

ADDENDUM NO. _____

DATED _____

Name of Firm: _____

Authorized Signature: _____

Printed Name: _____

Title: _____

Date: _____

It is the responsibility of the firm to ensure that they have received addendums if issued. Call (850) 248-8270 or email purchasing@baycountyfl.gov prior to submitting your Proposal to ensure that you have received addendums.

ANTI-COLLUSION CLAUSE

Firm certifies that their response is made without prior understanding, agreement or connection with any Corporation, Firm or person submitting a response for the same services and is in all respects fair and without collusion or fraud.

Name of Firm: _____

Authorized Signature: _____

Printed Name: _____

Title: _____

Date: _____

CONFLICT OF INTEREST DISCLOSURE FORM

For purposes of determining any possible conflict of interest, all firms, must disclose if any Bay County Board of County Commissioner(s), employee(s), elected officials(s), or if any of its agencies is also an owner, corporate officer, agency, employee, etc., of their firm.

Indicate either "yes" (a county employee, elected official, or agency is also associated with your firm), or "no". If yes, give person(s) name(s) and position(s) with your firm.

YES _____

NO _____

NAME(S)

POSITION(S)

Name of Firm: _____

Authorized Signature: _____

Printed Name: _____

Title: _____

Date: _____

IDENTICAL TIE PROPOSALS/DRUG FREE WORKPLACE

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more submittals, which are equal with respect to price, quality, and service, are received by the County for the procurement of commodities or contractual services, a submittal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied firms have a drug-free workplace program. To have a drug-free workplace program, a business shall:

Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

Give each employee engaged in providing the commodities or contractual services that are under Bid a copy of the statement specified in subsection (1).

In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under Bid, the employees will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

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 an employee who is so convicted.

Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify the following:

(Check one and sign in the space provided.)

_____ This firm complies fully with the above requirements.

_____ This firm does not have a drug free work place program at this time.

Name of Firm: _____

Authorized Signature: _____

Printed Name: _____

Title: _____

WAIVER OF EXEMPTION OF MEETINGS/PRESENTATIONS

Pursuant to section 286.0113(2), Fla. Stat. (2011), any portion of a meeting at which a negotiation with a vendor is conducted pursuant to a competitive solicitation, at which a vendor makes an oral presentation as part of a competitive solicitation, or at which a vendor answers questions as part of a competitive solicitation is exempt from public meeting requirements. The County encourages transparent and open meetings and decision-making but will honor any request by a Firm to maintain the exemptions provided by section 286.0113(2).

Please indicate your preference regarding any meetings at which you may provide an oral presentation or answer questions regarding your submittal or at which negotiations may be conducted:

_____ ***Waive*** all requirements to keep such meetings and negotiations exempt from public meeting laws.

_____ ***Maintain*** all requirements to keep such meetings and negotiations exempt from public meeting laws.

DO NOT SIGN THIS FORM

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

Contractor Covered Transactions

(1) The prospective contractor of the Recipient, _____, certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the Recipient's contractor is unable to certify to the above statement, the prospective contractor shall attach an explanation to this form.

CONTRACTOR:

By _____
Signature

Bay County Board of County Commissioners
Recipient's Name

Name and Title

Division Contract Number

Street Address

Hurricane Michael DR-4399
FEMA Project Number

City, State, Zip

Date

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING
Certification for Contracts, Grants, Loans, and Cooperative Agreements
(To be submitted with each bid or offer exceeding \$100,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq.*, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

**ATTACHMENT 3
PRICE PROPOSAL & BID BOND FORMS**

(Placed in Separate Sealed Envelope)

**PRICE PROPOSAL FORM
(Placed in Separate Sealed Envelope)**

RFP 19-33

This proposal of _____, ("Firm") organized and existing under the laws of the State of _____ doing business as _____ (Insert a corporation", "a partnership" or "an individual" as applicable), is hereby submitted to the Board of County Commissioners, Bay County, ("County").

In compliance with the Advertisement for Proposals, this Firm proposes to perform all work as detailed in this solicitation.

By this Proposal, this Firm certifies, and in the case of a joint proposal each party certifies as to its own organization, that this proposal has been arrived at independently, without consultation, communication or agreement as to any matter relating to this solicitation with any other competitor.

Contractor agrees to perform the entire work as indicated on the drawings and in compliance with the Contract Documents and Specifications, complete in every detail.

Proposer agrees to perform all the work described in the Contract Documents for the following **Lump Sum Price:**

(Words)

Submitted By: _____
Name of Firm/Contractor Submitting This Proposal

Prepared By: _____
Name of Individual Who Prepared This Proposal

Contact Email: _____

Address: _____

Phone: _____

Contractor's License No. _____

Signature of Authorized Representative of Firm/Contractor

Date

SEAL: (If proposal is by Corporation)

BID BOND
(To be included in the Sealed Price Proposal)

BY THIS BOND, We, _____ as Principal and _____, a corporation, as Surety, are bound to the Board of County Commissioners, Bay County, Florida, as County, in the sum of \$_____ for the payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally. THE CONDITION of this bond is such that

1. The Principal has submitted to the County a certain Bid dated _____, 2016.
2. If said Bid shall be rejected, or, if said Bid shall be accepted and the Principal shall execute and deliver a Contract, and furnish bonds for the faithful performances of work and for the payment of all persons performing labor and furnishing materials in connection therewith, and shall fulfill all other aspects created by the acceptance of said Bid, then this obligation shall be void. Otherwise, this bond shall remain in full force and effect with it being expressly understood and agreed that the liability of the Surety and for any and all claims hereunder shall, in no event, exceed the amount of this obligation.

This Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and this bond shall, in no way, be impaired or affected by any extension of time within which the County may accept such Bid; and Surety hereby waives notice of any such extension.

Signed, sealed and delivered in three (3) counterparts on _____, 2016

CORPORATE PRINCIPAL

By: _____

Attest:

Its: _____

Seal:

Acknowledged and subscribed on _____, 2016, before the undersigned authority by _____, as the _____ of the Corporation named as Principal and with due authorization of the Corporation.

Notary Public

SURETY

By: _____

Attest:

Seal:

Countersigned:

By: _____

Attorney-in-Fact, State of Florida

PUBLIC CONSTRUCTION BOND

Bond No. _____(enter bond number)

BY THIS BOND, We _____, as Principal and _____, a corporation, as Surety, are bound to the Bay County Board of County Commissioner, Bay County, FL, herein called Owner, in the sum of \$_____, for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if Principal:

- 1. Performs the contract dated _____, _____, between Principal and Owner for construction of _____, 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 Owner all losses, damages, expenses, costs, and attorney’s fees, including appellate proceedings, that Owner 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 action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions 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 does not affect Surety’s obligation under this bond.

DATED ON _____,

(Name of Principal)

By (As Attorney in Fact)

(Name of Surety)

**NOTICE OF CONTEST OF CLAIM
AGAINST PAYMENT BOND**

To: (Name and address of claimant)

You are notified that the undersigned contests your notice of nonpayment, dated _____, _____, and served on the undersigned on _____, _____, and that the time within which you may file suit to enforce your claim is limited to 60 days after the date of service of this notice.

Contractor: _____

By: _____

Printed Name: _____

Title: _____

Date: _____

**WAIVER OF RIGHT TO CLAIM
AGAINST THE PAYMENT BOND
(PROGRESS PAYMENT)**

The undersigned, in consideration of the sum of \$ _____ , hereby waives its right to claim against the payment bond for labor, services, or materials furnished through (insert date) to (insert the name of contractor) on the job of Bay County Board of County Commissioners, for improvements to the following described project:

(Project Name)

This waiver does not cover any retention or any labor, services, or materials furnished after the date specified.

Contractor: _____

By: _____

Printed Name: _____

Title: _____

Date: _____

**WAIVER OF RIGHT TO CLAIM
AGAINST THE PAYMENT BOND
(FINAL PAYMENT)**

The undersigned, in consideration of the final payment in the amount of \$_____, hereby waives its right to claim against the payment bond for labor, services, or materials furnished to (insert the name of contractor) on the job of Bay County Board of County Commissioners for improvements to the following described project:

_____ (Project Name)

Contractor: _____

By: _____

Printed Name: _____

Title: _____

Date: _____

ATTACHMENT 4 FEDERAL REGULATIONS CONTRACT REQUIREMENTS

2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II, Required Contract Clauses Requirements under the Uniform Rules.

A non-Federal entity's contracts must contain the applicable contract clauses described in Appendix II to the Uniform Rules (Contract Provisions for non-Federal Entity Contracts Under Federal Awards), which are set forth below. 2 C.F.R. § 200.326.

1. Equal Employment Opportunity.

During the performance of this contract, the contractor agrees as follows:

a) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

b) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

c) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

d) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

e) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

f) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies

invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

g) The contractor will include the portion of the sentence immediately preceding paragraph (a) and the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

2) Compliance with the Contract Work Hours and Safety Standards Act.

- a) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- b) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (a) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (a) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (a) of this section.
- c) Withholding for unpaid wages and liquidated damages. The Bay County Board of County Commissioners shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b) of this section.

- d) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (a) through (d) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (a) through (d) of this section.”
- 3) Clean Air Act
- a) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
 - b) The contractor agrees to report each violation to the Bay County Board of County Commissioners and understands and agrees that the Bay County Board of County Commissioners will, in turn, report each violation as required to assure notification to the State of Florida, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office
 - c) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.
- 4) Federal Water Pollution Control Act
- a) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
 - b) The contractor agrees to report each violation to the Bay County Board of County Commissioners and understands and agrees that the Bay County Board of County Commissioners will, in turn, report each violation as required to assure notification to the State of Florida, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
 - c) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.
- 5) Suspension and Debarment
- a) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
 - b) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
 - c) This certification is a material representation of fact relied upon by (insert name of subrecipient). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to State of Florida and the Bay County Board of County

Commissioners, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

- d) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

6) Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.”

7) Procurement of Recovered Materials.

- a) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired
 - i) Competitively within a timeframe providing for compliance with the contract performance schedule;
 - ii) Meeting contract performance requirements;
 - iii) or At a reasonable price.
- b) Information about this requirement, along with the list of EPA-designate items, is available at EPA’s Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

8) Access to Records. The following access to records requirements apply to this contract:

- a) The contractor agrees to provide (insert name of state agency or local or Indian tribal government), (insert name of recipient), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- b) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- c) The contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

9) DHS Seal, Logo, and Flags.

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

10) Compliance with Federal Law, Regulations, and Executive Orders.

This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

11) No Obligation by Federal Government

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

12) Program Fraud and False or Fraudulent Statements or Related Acts.

The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

ATTACHMENT 5 DESIGN CRITERIA PACKAGE

BACKGROUND INFORMATION

Bay County owns and operates a Waste to Energy Facility (WTE) that began operation on May 1, 1987 and continues to operate in 2019 to process municipal solid waste (MSW) generated in Bay County. The ash generated from the WTE is transported and deposited within the lined cells at Steelfield Road Landfill (SFRL). Apart from WTE ash, the SFRL has intermittently accepted Class I and III waste since 1987. The SFRL currently occupies 627 acres at Steelfield Road, Bay County, Florida.

The site master plan for SFRL was developed in 1986 within an approximately 289 acre parcel within the 627-acre property owned by Bay County. The original design included eight lined cells within 4 separate footprints for Class I waste and ash disposal. There were also separate unlined footprints designated for Class III waste disposal. The stormwater management system was designed for an overall 104 acre landfill footprint (lined and unlined). It was designed in 1986 as part of the original site master plan. Approximately 70 acres of 104-acre landfill footprint are currently developed.

With the proposed 22.7 acre lateral expansion (i.e. excluding the 11.3 acre area over Cells 1 and 2), no additional stormwater (or ERP) permitting is required since the total developed footprint is still below 104 acres (i.e. total landfill footprint with the proposed development will be 92.7 acres).

The SFRL consists of five lined cells (Cells 1, 2, 3, 4 and 5) and closed unlined Class III Cells A and B (Note that Cell B is considered partially lined because it was closed with a geomembrane cap system over a cell without a leachate collection mechanism). Bay County is continuing a landfill mining program of excavating, processing and relocating the Class III waste within Cells A and B as operational cover material.

Currently WTE ash, Class I MSW and Class III waste is deposited within the lined Class I footprint. The SFRL is operating under Solid Waste Operations Permit #0007875-009-SO-01 which expires November 20, 2019. The following information describes the existing Class I lined footprint of the SFRL.

Cells 1 and 2 were constructed in July 1987 with a single 60 mil HDPE smooth liner over compacted subgrade overlain by a 2-foot leachate collection layer. Originally, the leachate generated from Cells 1 and 2 drained east and then north to a lined leachate collection surface impoundment. In 1995 the leachate management system of Cells 1 and 2 was modified to allow gravity flow of leachate towards the south into the existing leachate storage tank through a series of manholes/pump station using an 8-inch Sch 35 PVC pipe. Cell 1 and part of Cell 2 were capped and closed in 1995/1996 and the remaining portion of Cell 2 was capped and closed in 2000/2001. The closure system for Cells 1 and 2 consists from bottom to top of a 12-inch liner subgrade, 40 mil textured HDPE and 2-foot of cover soil. There has been no reported leachate generation from Cells 1 and 2 since soon after the closure of the two cells was completed.

Cell 3 was constructed in 1998 with a bottom liner system consisting from bottom to top of a 10^{-5} cm/sec subbase, 60 mil HDPE secondary liner, Geonet leachate detection layer, 60 mil HDPE primary liner, geonet leachate collection layer, non-woven geotextile and 2-foot protective cover with a minimum hydraulic conductivity of 10^{-4} cm/s. The cell base was constructed using a smooth liner and the sideslopes were constructed using a textured liner. This is a double-lined bottom liner system with leachate collection and leachate detection layers. The leachate generated in Cell 3 drains south laterally into leachate collection and detection manholes outside the cell footprint on the south side of the cell. The detection manhole discharges leachate into a collection manhole which uses gravity flow through an 8-inch x 12-inch HDPE dual containment pipe located below the Cell 4 liner system which drains to the existing leachate storage tank located to south of the landfill.

Cell 4 was constructed in 2002 as an infill with a single liner system over the eastern slopes of closed Cells 1 and 2 (note the cap liner remained in place), and a double liner system within the valley between Cells 1 & 2 and Cell 3. The single liner system from bottom to top consists of compacted subgrade, 60-mil textured HDPE, double sided geocomposite and 2-foot protective cover with a minimum hydraulic conductivity of 10^{-4} cm/s. The double liner system consists from bottom to top of compacted subgrade, GCL, 60 mil textured HDPE secondary liner, geocomposite leachate detection layer, 60 mil textured HDPE primary liner, geocomposite leachate collection layer and 2-foot protective cover with a minimum hydraulic conductivity of 10^{-4} cm/s. The dual contained leachate collection pipe from Cell 3 remained below Cell 4 infill area.

Cell 5 was constructed in 2012 with a double liner system which consists from bottom to top of compacted subgrade, GCL, 60 mil textured HDPE secondary liner, geocomposite leachate detection layer, 60 mil textured HDPE primary liner, geocomposite leachate collection layer and 2-foot protective cover with a minimum hydraulic conductivity of 10^{-4} cm/s. The leachate generated from Cell 5 flows north laterally and collects into leachate collection and detection manholes. The detection manhole discharges leachate into the leachate collection manhole and gravity flows to the Cell 3 leachate collection manhole which ultimately conveys leachate to the existing above ground leachate storage tank on the south side of the landfill.

SCOPE OF WORK

The proposed project is to design, permit and construct Cells 6 and 7 contiguous to the existing liner footprint. Portions of Cells 6 and 7 are located on the southern side slope and on top of closed Cells 1 and 2. A preliminary grading plan for the proposed Cells 6 and 7 has been developed and is attached. An engineering information report and a more refined drawing set will be submitted as an addendum to this request before the priced proposals are due.

The Design Build Teams (DBTs) shall review the information provided in the accompanying materials to determine the level of effort required to utilize those materials as part of a permit application package that meets the FDEP rules and regulations for Class I landfill permitting. The DBTs shall determine what additional effort is necessary to complete and submit a permit application package to FDEP to obtain a solid waste

construction permit. Cell construction is not allowed to begin until the construction permit is received at least for the portions that require third party construction quality assurance (CQA). Note that CQA is not part of this work scope.

In addition to Cell 6 and 7 permitting and construction, the DBT firm is required to extend the existing gravity leachate conveyance pipes from Cells 1 to 5 below the proposed Cell 6 liner system to the new leachate storage tanks supplied and installed as part of this work. Also, the existing leachate storage tank and the pump station are to be demolished and new systems constructed along with the associated electrical systems in a new location further south as indicated.

The proposed cells shall be designed with a double liner system that covers entire expansion footprint (i.e. 34 acres) as described from bottom to top:

- Compacted subgrade;
- Geosynthetic Clay Liner (GCL);
- 60-mil high density polyethylene (HDPE) textured (both sides) secondary liner;
- Double-sided Geocomposite leachate detection layer;
- 60-mil HDPE textured (both sides) primary liner;
- Double-sided Geocomposite leachate collection layer; and
- 24 inches of protective cover soil with a permeability of greater than 1×10^{-3} cm/s

Cells 6 and 7 shall be equipped with sideslope risers to pump out leachate collected from the cells. Note that Cell 6 is divided into two sub-cells that flow into the same sump. The drawing package attached and a subsequent addendum describe the detailed scope of work associated with this project. The information provided in the Bay County issued package shall not be modified for value engineering. However, the information shall to be further developed by the DBT to meet FDEP permit application requirements, minimum design standards and subsequently to facilitate construction. In addition, if the DBT discovers any inaccuracies, errors, or omissions in the engineering materials provided, they should be immediately notified to Bay County before submittal of the priced bid proposal. Submitting a cost proposal by the DBT shall be held as an acceptance of the information package after which time the DBT has no claim against the Bay County or the owner's engineer resulting from alleged errors, omissions, or inaccuracies.

The work will include:

- Review and verification of engineering information materials provided to the DBTs for errors, omissions, or inaccuracies before submittal of priced bid;
- Review existing subsurface investigation, laboratory testing and site-specific soil characterization and perform additional investigation if deemed necessary by DBT;
- Perform independent engineering analyses of current system designs and take responsibility for all components associated with the engineering information materials provided by the County as part of this bid package;
- Complete the construction permit application using the engineering information materials at the DBT's discretion, and add calculations/descriptions/figures that are not included in the engineering materials provided by the Bay County as part of this bid package, and submit to FDEP;

- Address requests for additional information;
- Prepare construction level drawings and specifications;
- Provide designs required to accommodate relocated existing utilities;
- Construction of temporary haul roads to facilitate daily landfill and debris management site (DMS) operations;
- Perform the design of electrical system while relocating existing transmission lines within the proposed cell limits.
- Provide field work for subsurface investigation per DBT's opinion;
- Review and verify of engineering materials included as part of this bid package, existing conditions and report any discrepancies before submittal of the priced bid;
- Provide erosion and sediment control;
- Provide surveying support to facilitate construction;
- Abandon/relocate existing facilities within and/or below the proposed cell footprint;
- Excavate, grade, relocate waste as needed and backfill as required to achieve proposed grading plan;
- Construct the stormwater conveyance channel and access roads;
- Supply and install double liner system. Note that structural fill and protective cover soil shall be obtained from on-site borrow sources;
- Construct all HDPE and PVC pipework;
- Supply and install manholes, leachate storage tanks and pump stations;
- Perform deep trenching, dewatering, excavation, trench boxes associated with leachate conveyance pipe extensions and manhole/pump station installation;
- Supply and install pumps, flow meters and valves;
- Supply and install control panels and associated electrical network; and
- Provide a complete set of detailed as-built drawings for all work performed.

The DBE shall review the preliminary drawings and design package and can raise questions during the bidding process. Once the bidding period is over, the DBE shall fill in the gaps, sign and seal the permit application and submit to FDEP. DBE is allowed to insert drawing package and report prepared by Bay County as needed to obtain the landfill construction permit.

Coordination of Construction with Existing Landfill Operations

The project will need to be designed, phased and constructed in a fashion that maintains current landfill operations. Construction may have to be completed in phases to allow use of existing infrastructure until operations can be moved into one of the new cells.

Areas of concern include:

- Ensuring that the construction of Cells 6a and 6b don't interrupt or prevent the use of the existing haul road into the Class I disposal area.
- Ensuring that the construction of Cell 7 does not interrupt or prevent access by the County's normal haul roads to the temporary DMS site currently in use

for storing storm debris. Alternate routes may be considered but the roadways would have to be significantly developed in order to sustain the number and weight of the vehicles using the site.

- Ensuring that the removal and replacement of the leachate tanks as well as the relocation of the leachate collection manhole does not interrupt or prevent landfill operations or landfill access. Leachate is continuously generated throughout the construction process and the design/construction needs to maintain temporary leachate removal efforts and may require an alternative collection method. Construction cannot allow leachate levels within the existing cells to accumulate to greater than 12 inches in depth.

Approach and Understanding of the Project

The Approach and Understanding narrative should show how well the Design/Build Team understands all aspects of the project. The narrative should address at minimum, but not limited to the following:

a) Design Concepts

The Design Concepts narrative must answer the following questions: What is the approach to meeting the technical requirements of the project? What are the permitting requirements of the project? How does the design/built team propose to address the stormwater design and permitting requirements for each segment of the proposed project. What, if any, alternative technical concepts are proposed?

b) Teamwork During Design and Construction

The constructor should be as knowledgeable in all phases of the design as the designer. The Teamwork narrative must answer the following questions: How do the constructor and designer interact during design so that the experiences and knowledge of both parties are incorporated in the design? How do the designer and constructor collaborate to bring alternative technical concepts into the design and to address the risk and challenges associated with the project? How will the Engineer of Record and the construction project manager interact during construction? How will unforeseen circumstances be addressed without generating change orders? If a change order is necessary, how will the team interact to minimize costs and delays?

c) Communication During Design and Construction

One of the advantages the County sees in design/build is that the County is hiring a team to deliver the project with minimal oversight of County staff. The Communication narrative must answer the following questions: What is the team's approach to dealing with the levels of communication shown in the design criteria package? How will the Design/Build Team be a problem solver and bring solutions to County staff? How will the team work to prevent any public controversy in the press and being brought to elected officials? How will the Design/Build Team coordinate with other agencies, property owners, and other stakeholders during design and construction? What will be the Engineer of Record's role during construction?

d) Coordination with existing landfill operation.

The narrative must answer the following questions: how will the existing operation of the landfill be maintained, what construction sequencing is proposed to maintain existing land fill operation, explain how the leachate removal is to be maintaining to continue operation of the existing landfill.



HDR ENGINEERING, INC.
76 SOUTH LAURA STREET, SUITE 1600
JACKSONVILLE, FL 32202
COA# 4213

PROPERTY OWNER

BAY COUNTY - SOLID WASTE DIVISION
311411 LANDFILL ROAD
PANAMA CITY BEACH, FLORIDA 32413



Preliminary Design Build Bid Drawings For:

Steelfield Road Landfill Expansion

INDEX OF DRAWINGS

GENERAL

00G-01 COVER SHEET AND INDEX

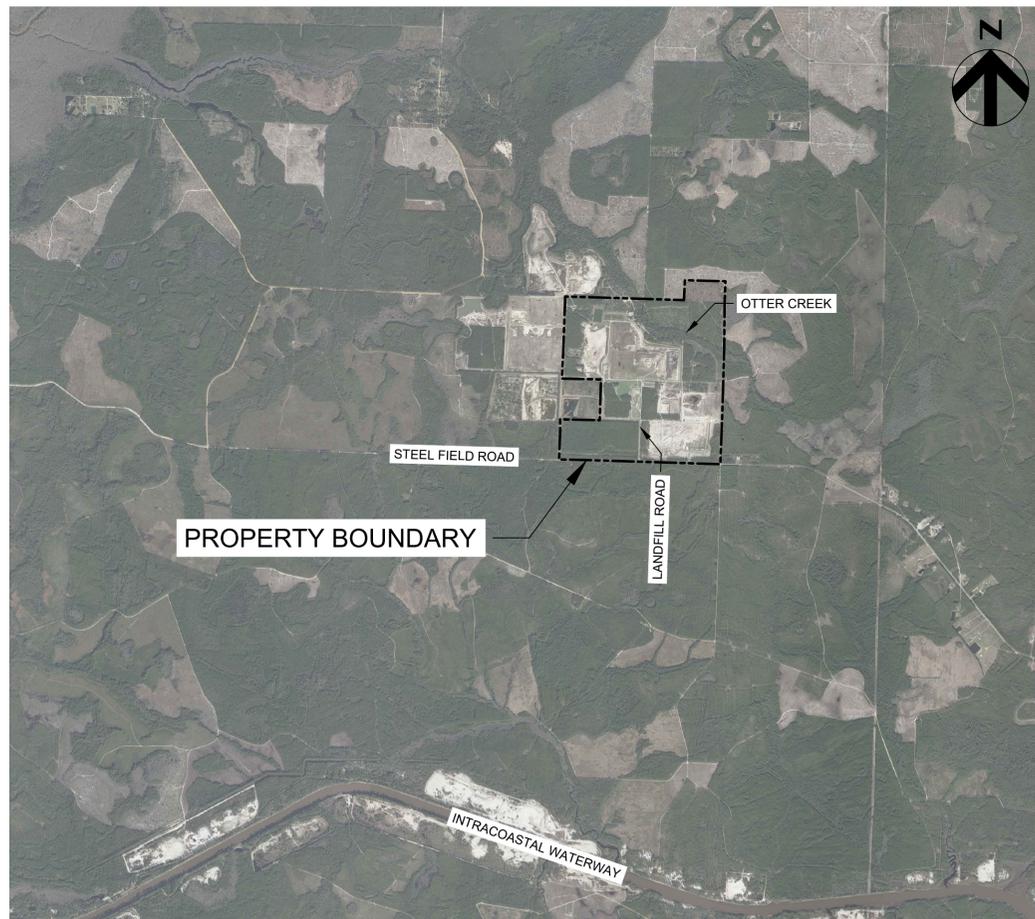
CIVIL

00C-01 EXISTING CONDITIONS

00C-02 SITE PREPARATION PLAN

00C-03 CELL GRADING PLAN

00C-04 CONCEPTUAL TOP OF FINAL COVER GRADING PLAN

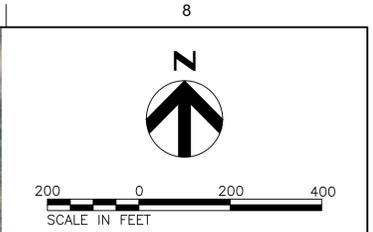


VICINITY MAP

3000 0 3000 6000
SCALE IN FEET

Project No.
10143564

Bay County, Florida
February 2019



LEGEND

- PROPERTY BOUNDARY
- - - EXISTING MINOR CONTOUR
- - - -40- EXISTING MAJOR CONTOUR
- LIMITS OF CELL A
- LIMITS OF CELL B
- LIMITS OF LINER (CELLS 1 AND 2 COMBINED)
- LIMITS OF LINER (CELLS 3, 4, AND 5 COMBINED)
- EXISTING LEACHATE CONVEYANCE PIPE
- X- EXISTING FENCE
- - - - - ZONE OF DISCHARGE
- ◆ 81.59 FLGPs CONTROL POINT
- △ MW-21R GROUNDWATER MONITORING WELL
- ⊕ SW-2 SURFACE WATER MONITORING STATION
- ⊕ PZ-1 PIEZOMETER
- ⊕ PW-1 WATER LEVEL WELL
- ⊕ GW-5 LANDFILL GAS MONITORING WELL

CONTROL POINT TABLE

POINT ID	NORTHING	EASTING	ELEVATION
FLGPs	497436.810	1521221.070	81.59
6	497693.240	1522768.570	67.09
7	497670.880	1522114.450	71.84
8	498988.350	1522219.430	52.29
9	498778.830	1522801.310	59.26

- NOTES:**
- TOPOGRAPHIC SURVEY BASED ON LIDAR DATA OBTAINED FROM BAY COUNTY, FLORIDA, DATED 2006 AND GROUND SURVEYS PERFORMED BY BAY COUNTY PUBLIC WORKS DEPARTMENT, DATED 03/21/17 AND 02/22/18.
 - EXISTING INFORMATION SHOWN HERE MAY HAVE BEEN DIGITIZED FROM PERMIT DRAWINGS, RECORD DRAWINGS OR AS-BUILTS. HDR MAY HAVE ROTATED, ADJUSTED THE HORIZONTAL COORDINATE SYSTEM OR VERTICAL DATUM TO THE BEST OF OUR KNOWLEDGE. ACCORDINGLY, THE INFORMATION PROVIDED SHOULD BE CONSIDERED APPROXIMATE.



ISSUE	DATE	DESCRIPTION
B	02/11/2019	FOR CLIENT REVIEW
A	01/28/2019	FOR CLIENT REVIEW

PROJECT MANAGER M. ROBERTS, P.E.

DESIGNED BY K. PERERA, P.E.

DRAWN BY J. RAYMOND

CHECKED BY M. ROBERTS, P.E.

PROJECT NUMBER 10150537

**STEELFIELD ROAD LANDFILL EXPANSION
PRELIMINARY DESIGN BUILD BID**

BAY COUNTY FLORIDA

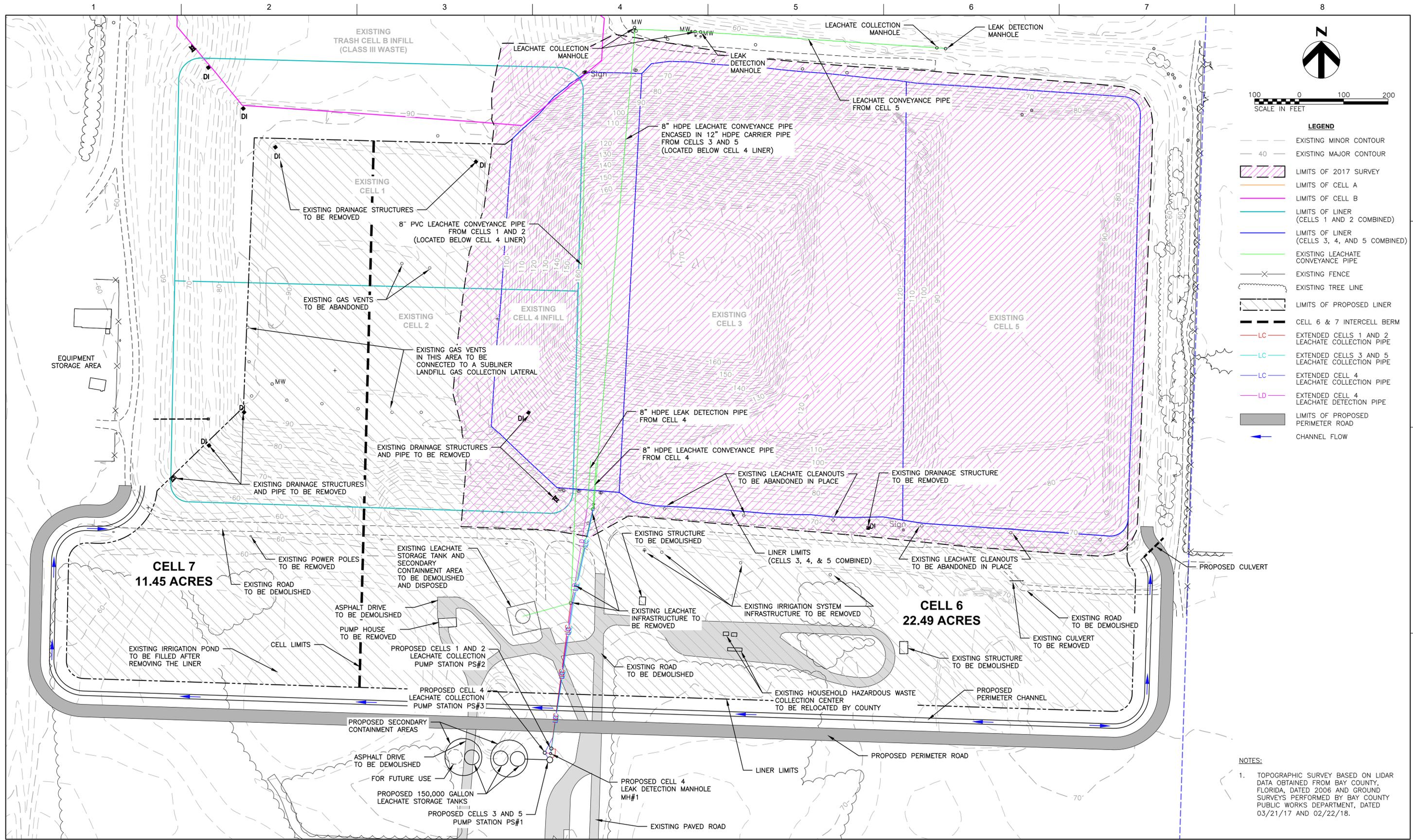
EXISTING CONDITIONS

SCALE 1" = 200'

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SHEET **00C-01**

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LEGEND

- EXISTING MINOR CONTOUR
- - - EXISTING MAJOR CONTOUR
- [Hatched Box] LIMITS OF 2017 SURVEY
- [Orange Line] LIMITS OF CELL A
- [Pink Line] LIMITS OF CELL B
- [Cyan Line] LIMITS OF LINER (CELLS 1 AND 2 COMBINED)
- [Blue Line] LIMITS OF LINER (CELLS 3, 4, AND 5 COMBINED)
- [Green Line] EXISTING LEACHATE CONVEYANCE PIPE
- [Cross Symbol] EXISTING FENCE
- [Wavy Line] EXISTING TREE LINE
- [Dashed Box] LIMITS OF PROPOSED LINER
- [Thick Dashed Line] CELL 6 & 7 INTERCELL BERM
- [Red Line] LC - EXTENDED CELLS 1 AND 2 LEACHATE COLLECTION PIPE
- [Cyan Line] LC - EXTENDED CELLS 3 AND 5 LEACHATE COLLECTION PIPE
- [Blue Line] LC - EXTENDED CELL 4 LEACHATE COLLECTION PIPE
- [Pink Line] LD - EXTENDED CELL 4 LEACHATE DETECTION PIPE
- [Grey Box] LIMITS OF PROPOSED PERIMETER ROAD
- [Blue Arrow] CHANNEL FLOW

NOTES:

1. TOPOGRAPHIC SURVEY BASED ON LIDAR DATA OBTAINED FROM BAY COUNTY, FLORIDA, DATED 2006 AND GROUND SURVEYS PERFORMED BY BAY COUNTY PUBLIC WORKS DEPARTMENT, DATED 03/21/17 AND 02/22/18.



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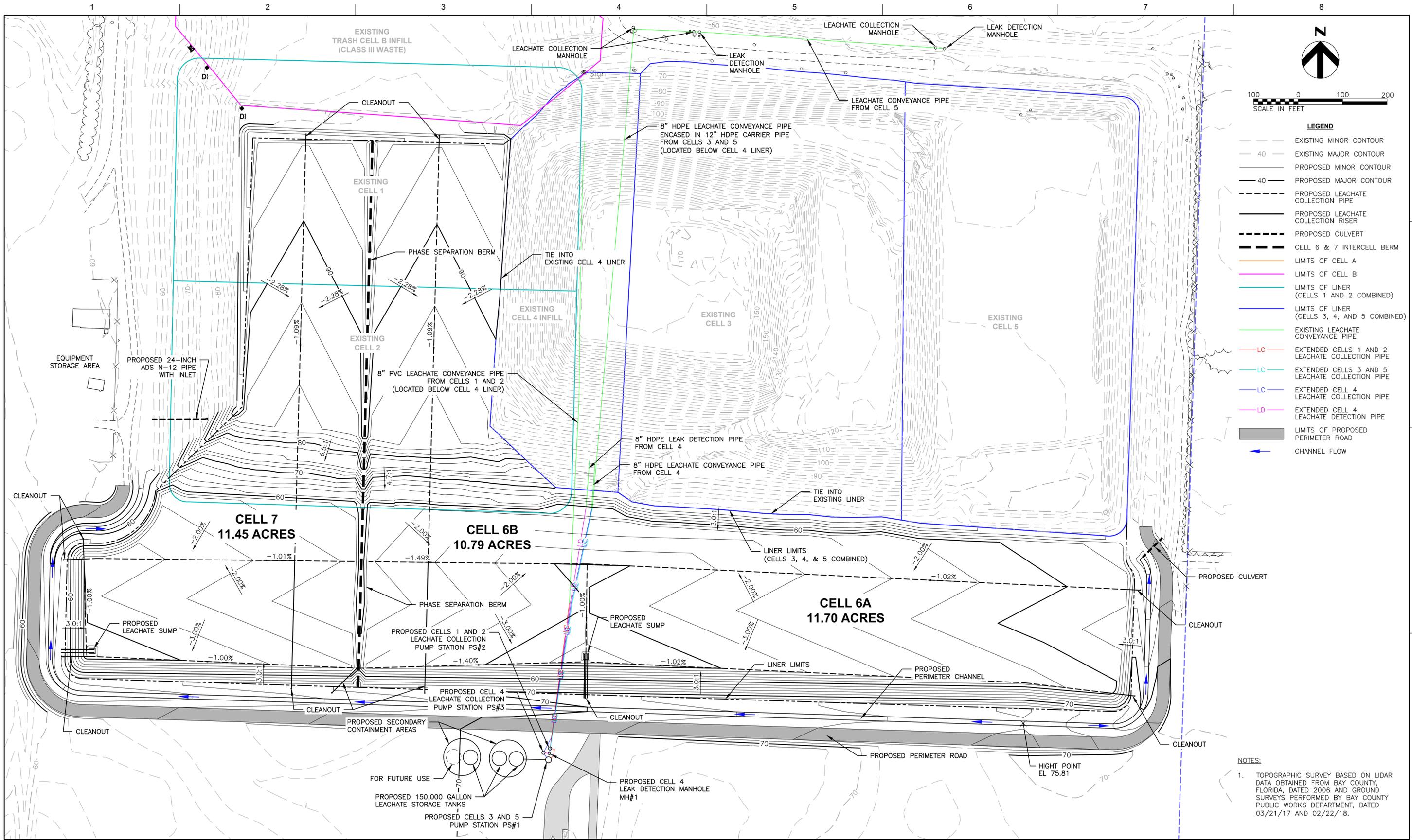
**STEELFIELD ROAD LANDFILL EXPANSION
PRELIMINARY DESIGN BUILD BID**

BAY COUNTY  **FLORIDA**

SITE PREPARATION PLAN

0 1" 2" **SCALE** 1" = 100'

FILENAME 00C-02.dwg **SHEET** 00C-02



NOTES:
 1. TOPOGRAPHIC SURVEY BASED ON LIDAR DATA OBTAINED FROM BAY COUNTY, FLORIDA, DATED 2006 AND GROUND SURVEYS PERFORMED BY BAY COUNTY PUBLIC WORKS DEPARTMENT, DATED 03/21/17 AND 02/22/18.



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DESIGNED BY K. PERERA, P.E.		
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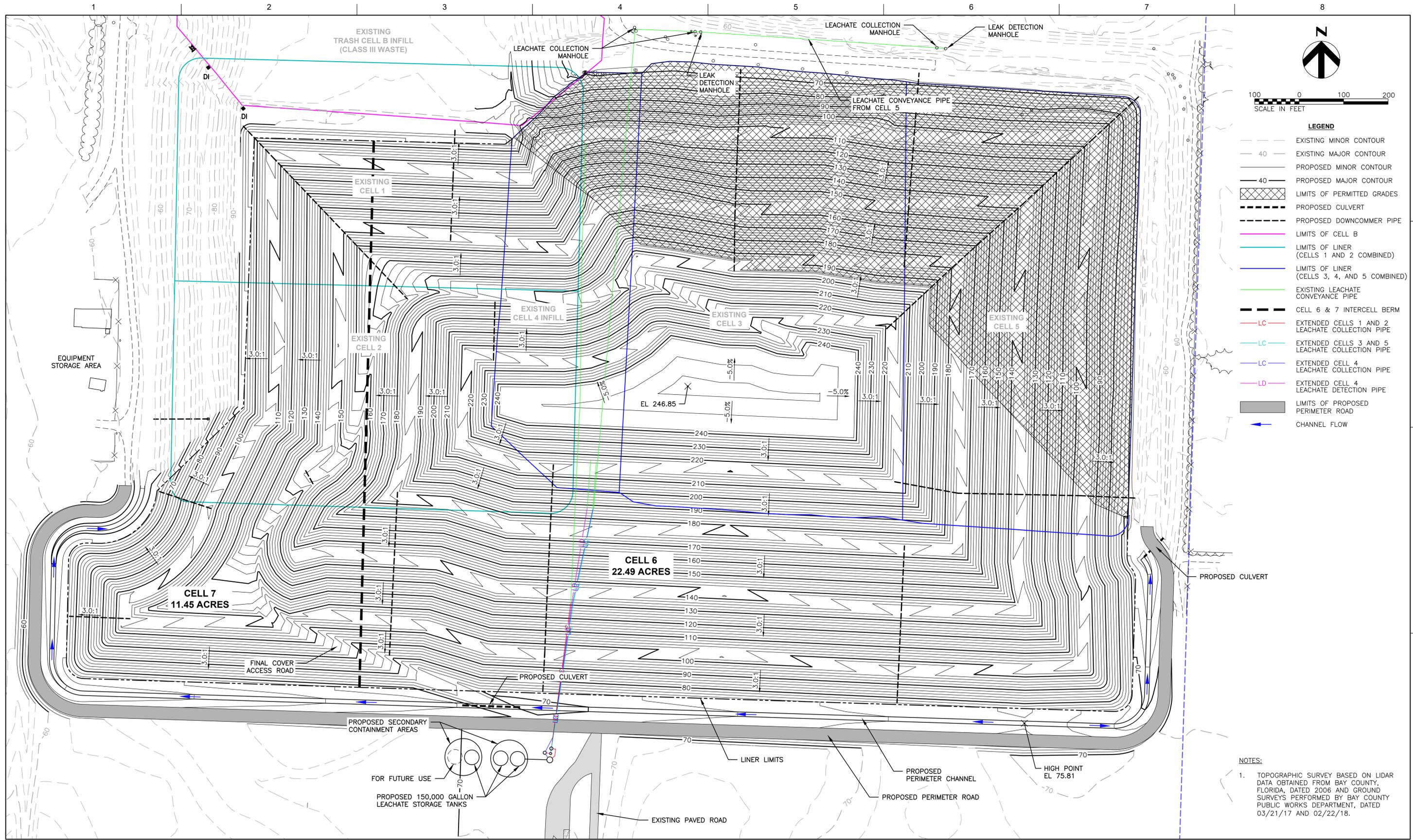
**STEELFIELD ROAD LANDFILL EXPANSION
 PRELIMINARY DESIGN BUILD BID**

CELL GRADING PLAN

BAY COUNTY  **FLORIDA**

0 1" 2"
 FILENAME 00C-03.dwg
 SCALE 1" = 100'

SHEET
00C-03



NOTES:
 1. TOPOGRAPHIC SURVEY BASED ON LIDAR DATA OBTAINED FROM BAY COUNTY, FLORIDA, DATED 2006 AND GROUND SURVEYS PERFORMED BY BAY COUNTY PUBLIC WORKS DEPARTMENT, DATED 03/21/17 AND 02/22/18.



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**STEELFIELD ROAD LANDFILL EXPANSION
 PRELIMINARY DESIGN BUILD BID**

**CONCEPTUAL TOP OF FINAL COVER
 GRADING PLAN**

BAY COUNTY



FLORIDA



FILENAME | 00C-04.dwg
 SCALE | 1" = 100'

SHEET
00C-04