



**BOARD OF COUNTY
COMMISSIONERS**

WWW.BAYCOUNTYFL.GOV

840 WEST 11TH STREET
PANAMA CITY, FL 32401

COMMISSIONERS:

TOMMY HAMM
DISTRICT I

ROBERT CARROLL
DISTRICT II

WILLIAM T. DOZIER
DISTRICT III

KEITH BAKER
DISTRICT IV

PHILIP "GRIFF" GRIFFITTS
DISTRICT V

ROBERT J. MAJKA JR.
COUNTY MANAGER

**Purchasing Department
840 West 11th Street, Suite 2500
Panama City, FL 32401
Telephone: (850) 248-8270
Fax: (850) 248-8276**

March 14, 2019

Prospective Respondents

**RE: Addendum #3
RFP 19-33 Steelfield Road Landfill Expansion Project Design
Build Team**

Please accept this as Addendum No. 3 for the above referenced solicitation.

Please see attached Revised Proposal Form. The Schedule of Values shall ONLY be included in the Price Proposal.

All respondents shall acknowledge receipt of this addendum by signing and submitting, with their submittal, the addendum acknowledgement form included in the RFP package.

Sincerely,

Wendi Nation
Purchasing Director

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

(Placed in Separate Sealed Envelope)

**REVISED 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 **Total Bid (from Schedule of Values):**

(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)

STEELFIELD ROAD LANDFILL - CELLS 6 AND 7 EXPANSION SCHEDULE OF VALUES

Refer to Section 1200 of the Specifications for Description of Schedule of Value Items

No.	Item	Quantity	Unit	Unit Cost	Total Cost
1	Design, Permitting and Preparation of Construction Documents	1	LS		
2	Mobilization, Demobilization and General Conditions	1	LS		
3	Erosion and Sediment Control	1	LS		
4	Surveying	1	LS		
5	Site Preparation and Demolition	1	LS		
6	Subsurface Dewatering within the Project Limits	1	LS		
7	Installation of Leachate Conveyance System	1	LS		
8	Supply and Installation of Leachate Tanks and Piping	1	LS		
9	Installation of Stormwater Conveyance System	1	LS		
10	Subgrade	1	LS		
11	Low Permeability Soil and Anchor Trenches	1	LS		
12	GCL	1	LS		
13	Secondary HDPE Geomembrane	1	LS		
14	Leak Detection Geocomposite	1	LS		
15	Primary HDPE Geomembrane	1	LS		
16	Leachate Collection Geocomposite	1	LS		
17	Protective Cover Layer	1	LS		
18	Leachate Collection/Leak Detection Swale	1	LS		
19	Leachate Collection and Leak Detection Sump	1	LS		
20	Electrical System Relocation and Supply Electricity	1	LS		
21	Rain Liner	1	LS		
				TOTAL BASE BID	
				5% CONTINGENCY	
				PERFORMANCE & PAYMENT BONDS	
TOTAL BID (BASE BID + CONTINGENCY+ PERFORMANCE AND PAYMENT BONDS)					

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: _____