



BAY COUNTY BOARD OF COUNTY COMMISSIONERS

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

INVITATION TO BID

**UTILITY SERVICES DEPARTMENT
DIVING SERVICES**

SUBMITTED BY:

ITB No. 21-53

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INSTRUCTIONS TO BIDDERS

**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 bids from qualified contractors to provide all labor, materials, equipment, tools, transportation and supplies required to perform diving services to the Utility Services Department's Water and Wastewater Divisions in accordance with specifications in the invitation to bid solicitation. Diving Services include but are not limited to scheduled inspections, cleaning, and routine maintenance as further described in Exhibit 1 Scope of Work.

QUALIFICATIONS

Bidders shall provide proof of experience, knowledge and ability to perform the tasks considered and expected to be performed under this contract. Bidders shall demonstrate a minimum of five (5) years' diving experience. The bidder shall be certified professional divers for underwater, pipeline and structural inspections, cleaning, repair and condition inspections.

EXPERIENCE RECORD

Bidder shall complete the form in Attachment 1 and submit with the bid documents. References should be available to be contacted during normal working hours. The County will choose, at its own discretion, references to contact in order to complete the evaluation questionnaire in Attachment 1. In the event that the Bidder has performed work as a prime contractor for the County within the last five years, the County shall attempt to contact one County and one non-County reference. The County will attempt to contact each selected reference by phone. In the event that the contact person cannot be reached, the Bidder shall receive a score of zero (0) for that reference evaluation. The County will not attempt to correct incorrectly supplied information.

Bidders who receive less than a satisfactory evaluation may not be considered a qualified bidder by the County.

BID DEADLINE/DELIVERY

SEALED BIDS for ITB NO 21-53 Utility Services Department Diving Services will be received by the BOARD OF COUNTY COMMISSIONERS OF BAY COUNTY, FLORIDA at the Purchasing Department 840 W. 11th Street, Suite 2500, Panama City, FL 32401 up until **2:00 pm (CDT) Tuesday, August 3, 2021**. Bids will be publicly opened immediately following the deadline.

Bids 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 bid deadline. **Bidders should submit one (1) original bid package**. Bids shall be enclosed in a sealed envelope bearing the title of the work, the name of the bidder and the date for opening. It is the sole responsibility of the bidder to ensure that the bid is received on time. The County will check the bids and notify the selected bidder at the

earliest opportunity. Each bid shall be valid to Bay County for a period of ninety (90) days after the bid opening.

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

BID DOCUMENTS

Electronic versions of the solicitation documents are available via Purchasing Department's Web Page <https://www.baycountyfl.gov/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 ITB. Under no circumstances may a bidder contact any County Commissioner, County Administrator, or County employee concerning this ITB until after award. Any such contact may result in disqualification as per Bay County Code Section 2-124.

QUESTIONS

Bidders 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 (CDT) Friday, July 23, 2021**.

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 bidder prior to submission of any bid 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.

BID FORM

To receive consideration, all bids shall be made on the forms provided, properly executed and with all items filled out. Do not change the wording of the Bid Form and do not add words to the wording of the Bid Form. No conditions, limitations or provisions will be attached or added to the Bid Form or other bid documents by the bidder.

No bidder shall be permitted to correct a bid mistake after bid opening that would cause such bidder to have the low bid, except for the correction of errors in extension of unit prices in the bids. In such cases, the unit price bid shall not be changed and shall prevail.

COMPLETE BID AMOUNTS; EXAMINATIONS OF SPECIFICATIONS; WORK SITES

Bids shall be on the basis of unit price and shall be compensation in full for the complete work. The unit prices shall include all charges for completing the work and include layout, insurance, taxes, field office and supervision, overhead and profit, permits, impact fees, bonds and miscellaneous items needed to complete the bid. No allowance will be made to any bidder because of a claimed lack of examination or knowledge. The submission of a bid shall be construed as conclusive evidence that the bidder has made such examination.

WITHDRAWAL OF BIDS

Any bidder may withdraw his bid, either personally or by written request, at any time prior to the scheduled time for opening bids. No bidder may withdraw his bid for a period of 90 days after the date for opening and all bids shall be subject to acceptance by the County during this period.

CANCELLATION

The County may cancel this ITB, or reject in whole or in part, when it is in the best interests of the County, as determined by the Board of County Commissioners. Notice of cancellation shall be posted on the County website. The notice shall identify the solicitation, and, where appropriate, explain that an opportunity will be given to compete on any re-solicitation or any future procurement of similar items.

BASIS OF AWARD

The contract will be awarded to the lowest, responsive, responsible bidder who has proposed the lowest sum of total prices and is deemed qualified by Bay County, subject to the County's right to reject any or all bids and to waive informality and irregularity in the proposals and proposing.

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 bids received;
- b. select and award any portion of any or all bid items;
- c. waive minor informalities and irregularities in the bidder's submittal.

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

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 Chief Procurement Officer all required contract documents. The awarded Contractor 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.

Neither the Notice of Award nor the execution of the required contract documents by the Contractor create any rights in the bidder. The bidder has no rights with respect to the award of the contract until a fully executed contract is signed by all required parties and all insurance policies and other required deliverables are provided and approved by the County.

LICENSING

Bidder shall be properly licensed for the appropriate work specified in this Invitation to Bid. All bidders are requested to submit any required license(s) with their bids. License(s) must be effective as of the bid 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 bid 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 bidders should be aware that bids, responses, and proposals are in the public domain. Bidders 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.

Pursuant to Fla. Stat. §119.071(1)(b), proposals received as a result of this ITB will not become public record until such time as the County provides notice of an intended decision or until 30 days after opening the bids, whichever is earlier.

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. (2015) 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. (2015) 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 office, Director, or employee of the County or any other person shall not affect the risks or obligations assumed by the bidder or relieve the bidder from fulfilling any of the conditions of the contract.

WARRANTY

All goods and services furnished by bidder, relating to and pursuant to this ITB, 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 awarded contractor 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 Proposer's 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 awarded contractor.

PURCHASES BY OTHER PUBLIC AGENCIES

With the consent and agreement of the successful bidder(s), purchases may be made under this bid by other governmental agencies or political subdivisions within the State

of Florida. Such purchases shall be governed by the same pricing, terms, and conditions stated herein with no deviations allowed. This agreement in no way restricts or interferes with the right of any public agency or political subdivision to bid any or all of the items or services independently.

PRICE ESCALATION/DE-ESCALATION

No price adjustments may be allowed during the initial proposed term of the contract. Price increases no greater than 5% will be considered after the initial proposed term if substantiated by the producer price index. Written notice of a request for pricing changes and proof to substantiate must be submitted to the Bay County Purchasing Department at no less than 60 days prior to the anniversary date of the contract.

BID 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 Chief Procurement Officer and the County Attorney no later than one business day after notice of the awarding authority's decision.

ANTICIPATED SCHEDULE

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

ITB Advertisement	Friday, July 2, 2021
Pre-Bid Meeting	n/a
Questions Due Date	Friday, July 23, 2021
Bid Deadline	Tuesday, August 3, 2021
Board Meeting for recommended award	Tuesday, August 17, 2021

BID CHECKLIST

Please submit the items on the following list and any other items required by any section of this invitation to bid. The checklist is provided as a courtesy and may not be all inclusive of items required within this invitation to bid.

- _____ License and Certifications as required
- _____ One original bid package
- _____ [BID FORM](#)
- _____ [ADDENDUM ACKNOWLEDGEMENT](#)
- _____ [ANTI-COLLUSION CLAUSE](#)
- _____ [CERTIFICATION REGARDING SCRUTINIZED COMPANIES LIST](#)
- _____ [CONFLICT OF INTEREST DISCLOSURE FORM](#)
- _____ [EXPERIENCE RECORD](#)
- _____ [IDENTICAL TIE BIDS/DRUG FREE WORKPLACE](#)
- _____ [SUB-CONTRACTORS](#)

**ATTACHMENT 1
REQUIRED FORMS**

BID FORM
ITB NO: 21-53

This proposal of _____, hereinafter called "BIDDER," 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, hereinafter called "OWNER."

In compliance with the Advertisement for Bids, BIDDER hereby proposes to perform all work, as detailed in this bid.

By submission of this BID, each Bidder certifies, and in the case of a joint BID each party thereto certifies as to its own organization, that this BID has been arrived at independently, without consultation, communication or agreement as to any matter relating to this BID with any other BIDDER or 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.

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

Bid Prepared By: _____
Name of Individual Who Prepared This Bid

Contact Email: _____

Address: _____

Phone: _____

Signature of Authorized Representative of Firm/Contractor _____ Date _____

SEAL: (If bid is by Corporation)

BID FORM (Con't)
ITB NO: 21-53

Bidder agrees to perform all the work described in the Contract Documents for the following Unit Prices.

Bids will be evaluated based upon the following numbers of inspection and repair activities. These quantities represent historical averages of annual dive services activities, but the County does not guarantee the work requested, it may be more or less than the average work as stated below.

I. Deer Point Reservoir			
DESCRIPTION	UNIT PRICE	QTY	TOTAL PRICE
A. Drawdown Structure Inspection: Cost per annual drawdown structure inspection including personnel, mob/demob, all necessary equipment, insurance, etc.	\$	1	\$
Additional Cost if video inspection is requested	\$	1	\$
B1. Drawdown Structure Fish Fence Cleaning/Inspection: Cost for inspection, cleaning, and minor routine maintenance of fish containment fence, including personnel, mob/demob, boat (if needed), all necessary equipment (including pressure washer), insurance, etc.	\$	2	\$
Additional Cost if video inspection is requested	\$	1	\$
B2. Drawdown Structure Fish Fence Weed Removal: Cost for weed removal only including personnel, mob/demob, boat (if needed), all necessary equipment, insurance, etc.	\$	3	\$
B3. Drawdown Structure Fish Fence Weed Removal and Pressure Washing: Cost for weed removal and pressure cleaning only including personnel, mob/demob, boat (if needed), all necessary equipment, insurance, etc.	\$	1	\$
C. Dam Inspection With Video: Cost per annual dam inspection including personnel, mob/demob, and all necessary equipment, insurance, etc.	\$	1	\$
D. Williams Bayou Inspections/Cleaning/Maintenance: Cost for inspection, debris removal and minor maintenance for Williams Bayou weed fence, pump suction well (area inside fence), and pump intake screens, including personnel, mob/demob, all necessary equipment, insurance, etc.	\$	15	\$
E1. Econfin Pump Station: Cost for dredging inside the intake structure. Including personnel, mob/demob, all necessary equipment, insurance etc.	\$	1	\$

E2. Econfina Pump Station: Cost for dredging creek outside of intake structure. Including personnel, mob/demob, boat (if needed), all necessary equipment, insurance, etc.	\$	1	\$
Deer Point Reservoir, Williams Bayou Pumping Station and Econfina Pumping Station Additional Work not addressed in Scope of Work: The prices are inclusive of mob/demob costs, all necessary equipment, insurance, etc., and are applicable whether or not the diving operation is conducted from shore or boat.			
DESCRIPTION	UNIT PRICE	QTY	TOTAL PRICE
Labor per hour, diver and support crew	\$	8	\$
Minimum charge per day	\$	1	\$
Video Camera Rental Charge, per day	\$	1	\$
II. Water Treatment Plant Internal Tank and Treatment Basin Inspections (average of two days per year): The following prices address possible tasks with the potable water treatment plant, including those tasks described in the SOW. These prices are inclusive of mobilization/demobilization costs, all necessary equipment, insurance, etc.			
A. Internal Tank and Treatment Basins Inspections	\$	2	\$
III. St. Andrew Bay Inspection Tasks			
Quarterly pipeline inspections of the MPAWTF influent pipeline, inclusive of personnel, mobilization/demobilization, boat, all necessary equipment, insurance, etc.	\$	4	\$
Additional cost if requested to provide video and audio record of the inspection.	\$	1	\$
Additional cost per copy if requested to provide copies of videotape.	\$	1	\$
Sum of Total Prices Sections I, II, & III			\$

BID FORM (Con't)
ITB NO: 21-53

Adding/Deleting Activities – The County may request additional services under this contract. Such services may include additional inspections, maintenance, repairs, etc. The pricing submitted below will be used for such services.

IV. Emergency Response Inspection Activities (average of four days per year): The following prices are inclusive of mob/demob costs, all equipment, boat insurance, etc., and are applicable whether or not the diving operation is conducted from shore or boat.		
Labor per hour, diver and support crew	8 hours	\$
Minimum charge per day	1	\$
Video Camera Rental Charge, per day	1	\$

ADDENDUM ACKNOWLEDGEMENT

I acknowledge receipt of the following addenda:

ADDENDUM NO. _____	DATED _____
ADDENDUM NO. _____	DATED _____
ADDENDUM NO. _____	DATED _____
ADDENDUM NO. _____	DATED _____
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 bid 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: _____

CERTIFICATION REGARDING SCRUTINIZED COMPANIES LIST

Respondent Vendor Name: _____

Vendor FEIN: _____

Vendor's Authorized Representative Name and Title: _____

Address: _____

City: _____ State: _____ ZIP: _____

Phone Number: _____

Email Address: _____

Section 287.135, Florida Statutes prohibits agencies from contracting with companies, for goods or services over \$1,000,000, that are participating in a boycott of Israel, are on the Scrutinized Companies that Boycott Israel list, the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria. Both lists are created pursuant to Section 215.473, Florida Statutes.

As the person authorized to sign on behalf of Respondent, I hereby certify that the company identified above in the sector entitled "Respondent Vendor Name" is not participating in a boycott of Israel, is not listed on the Scrutinized Companies that Boycott Israel List, the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List and has not been engaged in business operations in Cuba or Syria. I understand that pursuant to Section 287.135, Florida Statutes, the submission of false certification may subject company to civil penalties, attorney's fees, and/or costs.

Certified By: _____
AUTHORIZED SIGNATURE

Print Name and 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 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: _____

EXPERIENCE RECORD

In order to satisfy the County regarding the Bidder's qualifications, the Bidder shall provide in the space below information regarding previous work comparable with the proposed work in size, capacity, and complexity. **List three (3) projects similar in size and nature which were completed during the past five (5) years.** The County may also consider any previous County projects. Following receipt of bids, each Bidder shall be prepared to furnish such additional information as the County may reasonably request regarding Bidder's equipment and personnel. The information provided on this form shall constitute an integral part of the bid.

[illegible]

Attach additional sheets if more space is required.

REFERENCES QUESTIONNAIRE
(TO BE COMPLETED BY THE COUNTY)

Proposer's Name _____

Proposer's Reference Name _____

Person Interviewed _____

Interviewed By _____

Date of Interview _____

The following questions will be asked of the client reference chosen at the discretion of the County:

1. Briefly describe the work the Proposer performed for your company.

2. How well did the Proposer adhere to the agreed upon schedule?

Excellent = 4 points; Above Satisfactory = 3 points; Satisfactory = 2 points; Fair = 1 point; Poor = 0 points. _____

3. How would you rate the Proposer's quality of work?

Excellent = 4 points; Above Satisfactory = 3 points; Satisfactory = 2 points; Fair = 1 point; Poor = 0 points. _____

4. How would you rate the Proposer's use of adequate personnel in quantity, experience and profession?

Excellent = 4 points; Above Satisfactory = 3 points; Satisfactory = 2 points; Fair = 1 point; Poor = 0 points. _____

5. How would you rate the Proposer's use of appropriate equipment and methods?

Excellent = 4 points; Above Satisfactory = 3 points; Satisfactory = 2 points; Fair = 1 point; Poor = 0 points. _____

Score _____

Divided by 4

= Average Score _____

IDENTICAL TIE BIDS/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: _____

SUB-CONTRACTORS

As the bidder, I submit a listing of the Sub-Contractors which I shall use to accomplish the Work. Sub-Contractors are listed by name, address, amount of work and item of work. If none, please state so.

Subcontractor Name and Address: _____

Work to be performed and \$ amount: _____

Subcontractor Name and Address: _____

Work to be performed and \$ amount: _____

Subcontractor Name and Address: _____

Work to be performed and \$ amount: _____

Subcontractor Name and Address: _____

Work to be performed and \$ amount: _____

Name of Firm: _____

Authorized Signature: _____

Printed Name: _____

Title: _____

Date: _____

ATTACHMENT 2
SAMPLE CONTRACT 21-53 UTILITY SERVICES DEPARTMENT
DIVING SERVICES

This Contract, dated _____ is between the Bay County Board of County Commissioners, located at 840 West 11th Street, Panama City, FL 32401 ("County"), and Vendor Name, located at Vendor Address, City, State, Zip ("Contractor").

1. Scope of Work

The County desires to hire Contractor to provide all necessary labor, supervision, equipment, and supplies required to perform diving services to the Utility Services Department's Water and Wastewater Divisions. Diving Services include but are not limited to scheduled inspections, cleaning, and routine maintenance as further described in **Exhibit 1 Scope of Services**.

The Contractor hereby agrees to provide the services to the County according to ITB 21-53 Utility Services Department Diving Services, said documents being incorporated into this agreement as if fully set out herein, and the Contractor's response thereto, said documents being attached as **Exhibit 2**, to the extent they are not inconsistent with this Agreement.

2. Term

This Contract shall commence upon execution by the County and continue in effect through September 30, 2022. Upon mutual agreement between the County and the Contractor, the contract may be renewed for three (3) additional one-year periods under the same terms and conditions.

No price adjustments may be allowed during the first twelve (12) months of the contract. Price increases will be considered after the first 12 months if substantiated by the producer price index. Written notice of a request for pricing changes and proof to substantiate must be submitted to the Bay County Purchasing Department at no less than 90 days prior to the anniversary date of this contract.

3. Contract Price

The County shall pay the Contractor for services provided in accordance with the Florida Prompt Payment Act of the Florida Statutes, Chapter 218.70, upon receipt of the Contractor's invoice and written approval of same by the County's Designated Representative indicating that services have been rendered in conformity with this Agreement. The Contractor shall submit an invoice for payment to the County's Utility Services Department on a monthly basis for those specific services, as described in this Agreement, ITB 21-53 and the Contractor's proposal cost, that were satisfactorily completed during that invoicing period.

The Contractor agrees that for the performance of the Services as outlined in Section 1 above, it shall be remunerated by the County according to the unit prices contained in the Contractor's price proposal contained in Exhibit 2.

4. Independent Contractor

The Contractor shall at all times, relevant to this contract, be an independent contractor and in no event shall the Contractor, nor any employees or sub-contractors under it, be considered to be employees of Bay County.

5. Contractor's Personnel

Contractor has the exclusive right to hire and terminate its employees and may transfer or reassign any of its employees to other work of the Contractor. The direction of the work of Contractor's employees shall be under the exclusive control of Contractor. If the County objects to the presence or performance of any employee of Contractor, Contractor shall remove such employee from County premises.

6. Cooperation

Contractor agrees to perform each phase of the work at the scheduled time and in the scheduled sequence. Contractor will cooperate with the County Utility Services Director or their designee as requested and specifically to allow the County to inspect the performance of work of this Contract.

7. Materials, Supplies, Etc.

Contractor shall furnish and supply all tools, materials, consumable supplies and equipment, safety devices and equipment, and any special clothing that are required to perform the work of this Contract and consistent with the requirements of the ITB.

8. Records / Audits

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

Keep and maintain public records required by the County in order to perform the service;

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 in Chapter 119, F.S. or as otherwise provided by law.

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.

Upon completion of the contract, transfer, at no cost to the County, all public records in possession of the Contractor, or keep and maintain public records required by the County to perform the service. If the Contractor transfers all public records to the County upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor 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.

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.

9. Public Records Custodian

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.

10. Inspector General

The parties agree to comply with s.20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with s. 20.055(5), Florida Statutes. "(5) It is the duty of every state officer, employee, agency, special district, board, commission, contractor, and subcontractor to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to this section."

11. County Representative

The County Utility Services Director or a designee has authority to designate the work to be done by Contractor, to inspect such work, and to resolve questions which arise between the parties. The Contractor or the Contractor's designee will deal with the County's representative on matters relating to the performance of the work. The County shall have the authority to stop the work whenever it deems such action necessary to secure the safe and proper performance of the work assignment.

12. Laws, Rules and Regulations

General Laws: Contractor shall give all notices required of it by law and shall comply with all Federal, State and local laws, ordinances, rules and regulations governing Contractor's performance of this Contract and the preservation of public health and safety. Upon request by the County, Contractor shall provide proof of such compliance to the County.

Illegal Alien Labor: Contractor shall comply with all provisions state and federal law regarding the hiring and continued employment of aliens not authorized to work in the United States. Contractor shall not knowingly employ or contract with an illegal alien to perform work under this contract or enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor is in compliance with such laws. Contractor agrees that it shall confirm the employment eligibility of all employees through participation in E-Verify or an employment eligibility program approved by the Social Security Administration and will require the same of any subcontractors. Contractor shall pay all cost incurred to initiate and sustain the verification programs.

13. 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. Contractor's doing business with a public entity, for which the compensation is wholly or partially provided by a federal awarding agency, must register at www.sam.gov.

14. E-Verify.

As a condition precedent to entering into this agreement, and in compliance with Section 448.095, Fla. Stat., Contractor and its subcontractors shall, register with and use the E-Verify system to verify work authorization status of all employees.

Contractor shall require each of its subcontractors to provide Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of the subcontractor's affidavit as part of and pursuant to the records retention requirements of this agreement.

The County, Contractor, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Fla. Stat. or the provisions of this section shall terminate the contract with the person or entity.

The County, upon good faith belief that a subcontractor knowingly violated the provisions of this section, but Contractor otherwise complied, shall promptly notify Contractor and Contractor shall immediately terminate the contract with the subcontractor.

A contract terminated under the provisions of this section is not a breach of contract and may not be considered such. Any contract termination under the provisions of this section may be challenged pursuant to Section 448.095(2)(d), Fla. Stat. Contractor acknowledges that upon termination of this agreement by the County for a violation of this section by Contractor, Contractor may not be awarded a public contract for at least one (1) year. Contractor further acknowledges that Contractor is liable for any additional costs incurred by the County as a result of termination of any contract for a violation of this section.

Subcontracts. Contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section, including this subsection, requiring the subcontractors to include these clauses in any lower tier subcontracts. Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

15. Scrutinized Companies

Contractor must certify that the company is not participating in a boycott of Israel.

Contractor must also certify that Contractor is not on the Scrutinized Companies that Boycott Israel list, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria. Subject to limited exceptions provided in state law, the County will not contract for the provision of goods or services with any scrutinized company referred to above.

Contractor must submit the certification attached to this contract. Submitting a false certification shall be deemed a material breach of contract. The County shall provide notice, in writing, to the Contractor of the County's determination concerning the false certification. The Contractor shall have five (5) days from receipt of notice to refute the false certification allegation. If such false certification is discovered during the active contract term, the Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Contractor does not demonstrate that the County's determination of false

certification was made in error then the County shall have the right to terminate the contract and seek civil remedies pursuant to Section 287.135, Florida Statutes, as amended from time to time.

16. Insurance

During the term of this Contract, Contractor will purchase and maintain insurance and comply with the Bay County Insurance Requirements, which are attached as **Exhibit 3** to this Contract and incorporated by reference.

17. Hold Harmless and Indemnification

To the extent provided by law, the Contractor shall indemnify, defend, and hold harmless the County and the State of Florida, Department of Transportation, including the County's and the Department's officers, agents, and employees, against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of the Contractor or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by the Contractor hereunder, to the extent and within the limitations of Section 768.28, Florida Statutes.

The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28. Nor shall the same be construed to constitute agreement by the Contractor to indemnify the County for the negligent acts or omissions of the County, its officers, agents, or employees, or third parties. Nor shall the same be construed to constitute agreement by the Contractor to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or third parties.

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.

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.

If the above indemnity or the defense provisions contained herein or any part of those provisions are limited by Florida Statutes Sec. 725.06(1), or any other applicable law, then with respect to the part so limited, the monetary limitation on the extent of the indemnification shall be the greater of (1) the monetary value of the Contract, (ii) coverage amount of Commercial General Liability Insurance required under the Contract; or (iii) \$1,000,000.00.

This Section survives termination or expiration of this Contract.

18. Duty to Pay Defense Costs and Expenses

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.

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.

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.

This Section survives termination or expiration of this Contract.

19. Notices

Any notice to be given by the parties shall be in writing and deemed to have been duly given if and when deposited in the United States registered mail, return receipt requested, properly stamped and addressed to:

For the County:
Bay County Utility Services Department
Attn: Bobby Gibbs
3410 Transmitter Road
Panama City, FL 32404

For the Contractor:

The Contractor shall notify the Bay County Purchasing Department of any change to its address. The Purchasing Department will disseminate the address change to all applicable departments and agencies including Finance. The Contractor's notification of address change is sufficient if sent by email or facsimile.

20. Assignment

Contractor shall not assign in whole or in part any part of the work of this Contract except with prior written consent of the County.

21. Successors and Assigns.

This Agreement shall be binding on all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

22. Entire Agreement

All proposals, negotiations and representations regarding the work of this Contract are merged in this instrument. Any amendment or modification of this

Contract shall be in writing and signed by the duly authorized representatives of the parties.

23. No Waiver

The waiver by the County of, or the County's failure to demand strict performance of, any obligation of Contractor shall not be construed to waive or limit the full and faithful performance by the Contractor of another of its obligations or of the same obligation in the future.

24. Administrative, Contractual, or Legal Remedies

Unless otherwise provided in this contract, all claims, counter-claims, disputes and other matters in question between the local government and the contractor, arising out of or relating to this contract, or the breach of it, will be decided by arbitration, if the parties mutually agree, or in a Florida court of competent jurisdiction.

25. Termination for Cause and for Convenience

This 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.

This 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.

Failure of the Contractor to comply with the provision of Section 12 Laws, Rules, and Regulations shall constitute grounds for the County to immediately terminate this Contract for cause and declare the Contractor to be non-responsible for bidding or proposing on future contracts for one year from the date the County notifies the Contractor of such non-compliance.

26. Conflicts

In the case of any conflict between the provisions of this Contract and other contract documents, the following priority for interpretation of those document provisions shall be followed:

- a. The provisions of this contract prevail first.
- b. The bid form and attachments are next.
- c. The initial bid provisions are final priority.

27. Severability

The invalidity, in whole or in part, of any section or part of any section of this Contract shall not affect the validity of the remainder of such section or the Contract.

28. Governing Law & Venue

This Contract is governed by the laws of the State of Florida. The proper venue for any action regarding this contract is in the appropriate Court in Bay County, Florida.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties have executed this Contract as of this ____ day of _____, 2021.

Executed by:

**BOARD OF COUNTY COMMISSIONERS
BAY COUNTY FLORIDA**

By: _____
Robert Carroll, Chairman

Attest:

Bill Kinsaul, Clerk of Court

Approved as to form

Office of Bay County Attorney

CONTRACTOR

By: _____
(Authorized Representative)

Its: _____

State of _____
County of _____

This Contract was acknowledged and subscribed before me the undersigned notary this _____ day of _____, 2021, by _____, as _____ of _____ and with proper authority, and who is personally known by me or produced identification of _____.

Notary Public

Exhibits:

1. Scope of Work
2. Contractor's Response to ITB 21-53
3. Insurance Requirements

EXHIBIT 1
BAY COUNTY UTILITY SERVICES
DIVING SERVICES
SCOPE OF WORK

The Contractor shall perform the tasks described below. Other tasks not specifically identified in this Scope of Work may be coordinated between the Contractor and another contractor selected and employed by Bay County. When necessary and at the request of the County, the Contractor shall provide diving support services at the hourly/daily rates quoted to supplement other contractor(s) who may be employed by the County to accomplish a specific task.

The Contractor is in all instances responsible for providing suitable diving equipment, a dive platform (unless the task can be successfully performed from shore) and whatever means are necessary to launch and retrieve the dive platform, and all tools that may be needed to perform the required tasks. The cost to rent, lease, purchase, or contract for the use of tools for other tasks not specifically identified in these specifications will be paid for by the County under separate negotiated arrangements with the Contractor or a different contractor selected by the County.

The County may require the Contractor to provide underwater video documentation of work performed. The Contractor shall respond within three (3) days for all non-emergency work unless prior approval is obtained from the County. The County reserves the right to utilize an alternate dive services contractor in the event the Contractor is unable to complete services in a timely manner.

During scheduled inspections, certain routine maintenance tasks are to be included as part of the price for performing the routine inspection. Prior to making any repairs, which are outside of routine maintenance, the Contractor shall provide a report describing the problem, the recommended repair procedure, materials needed and an estimate of the total costs involved. The County will review the report and negotiate in good faith with the Contractor as to the type, cost and timing of the repair. In cases where there is an immediate threat to the County's operations or the public health, the County may authorize emergency repairs.

I. Deer Point Reservoir

Deer Point Reservoir is impounded by a dam and a drawdown structure separating it from St. Andrews Bay. A County owned and operated pumping facility located on the Williams Bayou arm of the reservoir supplies raw water to the County's Potable Water Treatment Plant, WestRock CP, LLC and Kraton Chemical Company. The Water Division Superintendent shall be the primary point of contact for scheduling and coordinating all diving tasks related to the Deer Point Reservoir, as described below.

The maximum depth of diving operations for any reservoir related task is approximately 20 feet, with most tasks being conducted in a water depth of 10 feet or less. All reservoir tasks described below can be easily and safely accomplished using open circuit SCUBA and do not necessarily require a boat or other dive platform. It shall be left to the

Contractor's discretion, within applicable State and/or Federal regulations, as to what operational procedures are used to accomplish these tasks, including whether or not open circuit SCUBA or surface supplied air is used.

A. Drawdown Structure

The drawdown structure consists of twelve (12) gates located at the north end of the dam, which can be raised or lowered to help control the reservoir level. These gates require periodic underwater inspection, cleaning and repair as follows:

An annual inspection of the drawdown gates is typically performed between April 1 and May 31 (weather conditions permitting) on both the fresh and salt-water side of the structure, but may need to be performed during the annual drawdown period, November through February. The inspection and maintenance tasks shall include, but not be limited to: Identifying visible structural or operational problems with the gates, including concrete surfaces and any hardware associated with the structure; determining whether or not the gates seat properly in the bottom and side channels, and if not, identify the problem(s); removing any debris found in the bottom and side channels of each gate; inspecting the aprons of the structure for wash outs, erosion or other evidence of problems, both existing and potential.

A written inspection report shall be provided to the Water Division Superintendent within ten (10) calendar days of the date that the work is completed and prior to invoicing the County. The report shall be of sufficient detail, including hand-drawn sketches where needed for the reader to clearly understand the location and significance of the findings and maintenance actions performed.

B. Fish Containment Fence

A fish containment fence is located on the reservoir side of the drawdown structure at the opening of the channel leading to the drawdown gates. Chain link fence material is attached to creosote pilings by a cable and stretches at an angle from the surface to the bottom. The purpose of this fence is to prevent the weed eating carp from exiting the reservoir through the drawdown gates. The fish fence is approximately 450 feet in length with a maximum depth of approximately 20 feet.

1. The fish fence shall be cleaned, inspected and maintained at least once per year. The owner may request additional inspections and cleaning if the gates have been opened and debris has collected on the fence. The routine cleaning and inspection shall include removing all debris from the fence, identifying and repairing holes in the fence material or locations where the fence may be loosening or has become unattached from the cable and/or pilings, and inspection of the wood pilings for structural problems. If the drawdown gates are closed at the time of the inspection and cleaning, debris removed from the fence is to be placed on the shore and properly disposed of by the Contractor at the Contractor's expense. If the drawdown gates are open during the inspection, debris that poses no risk of blocking the drawdown gates may be deposited on the downstream side of the fence for disposal.

A written inspection report shall be provided to the Water Division Superintendent within ten (10) calendar days of the date that the work is completed and prior to invoicing the County. The report shall be of sufficient detail, including hand-drawn sketches where needed for the reader to clearly understand the location and significance of the findings and maintenance actions performed.

2. Weed Removal Only – During periods that the drawdown gates are open for an extended period, the County may request that the Contractor clean excessive weed accumulations from the fish fence as frequently as every three (3) to ten (10) days, the exact frequency to be determined by and requested by the County. When requested to remove weed accumulations from the fish fence, the Contractor must complete this task within three (3) working days of the request.

Weed debris may be deposited on the downstream side of the fence and allowed to flow out of the reservoir through the gates. Any debris that might block the gates is to be placed on the shore at the western end of the fish fence.

3. Weed Removal and Pressure Washing – required pressure washing of the fence fabric in conjunction with the removal of weed debris.

C. Deer Point Dam

Deer Point Dam is approximately 1,400 feet in length and is a low-level dam, which separates the reservoir from North Bay. The original dam ("old" dam) was constructed in 1961 using steel sheet pilings. Due to corrosion of the old dam, a second dam of prestressed concrete sheet piling was placed on the reservoir side of the old dam in 1987. A third new-coated steel sheet pile dam has now been constructed on the reservoir side of the second dam. This new dam is structurally connected to the existing bridge, with the cavity between the second and the new dam properly filled with concrete and a concrete cap placed on top of the new structure. A cathodic protection system is incorporated into the new dam to help further protect the steel sheet piles from corrosion.

1. An annual inspection shall be conducted on the entire fresh water and salt water side of Deer Point Dam. This will typically be conducted during May or during a scheduled drawdown of the reservoir's level. The maximum depth of water when performing this task is approximately 12 feet. The Contractor shall schedule this inspection with the County at least two (2) weeks in advance to allow the County to attempt to temporarily lower the reservoir level so that water is not flowing over the dam at the time of the inspection. This inspection shall include, but not be limited to:

- a. Fresh Water Side** – Inspect new sheet pilings, focusing on any evidence of failure of the coating, exposure of the cathodic protection cable or anodes, soil migration at the base of the sheet piles, general corrosion, etc.; and
- b. Salt Water Side** – Condition of the old dam sheet piling, noting the location and size of any significant holes in the old piling, new dam anchoring attachments to bridge structure, and general bottom depth and conditions at the base of the dam and under the bridge. If for any reason the County has not been able to lower the reservoir level to prevent water

from spilling over the dam, the Contractor will be required to inspect only the new dam anchoring attachments to the bridge structure. Inspection of the anchoring attachments, which are physically above the water on the bay side of the dam, requires that the inspector be in the water but not underwater.

2. Video of the inspection shall be provided to the Water Division Superintendent along with a written inspection report, within ten (10) calendar days of the date that the work is completed and prior to invoicing the County. The report shall be of sufficient detail, including hand-drawn sketches where needed for the reader to clearly understand the location and significance of the findings and maintenance actions performed.

D. Williams Bayou Pumping Station

The Williams Bayou Pumping Station is equipped with seven (7) pumps, two (2) of which are equipped with an air burst system. Each of the pump intakes is individually equipped with a stainless steel intake screen to protect the pumps from debris. There are also two (2) weed fences that surround the entire pump suction well. These two (2) fences are made of stainless steel mesh. The inner fence is made of a finer mesh. These two (2) fences and the pump intake screens require periodic cleaning.

The weed fences and pump intake screens will be cleaned and inspected a minimum of one (1) time per year, and more often if requested by the County. Cleaning and inspection of these structures shall include removal of all debris from the weed fences and the individual pump suction screens, including pressure washing the fences and screens to remove attached algae, and determining the need for repair of these units. The Contractor shall provide a pump or pressure washer capable of delivering a high-pressure stream of water for pressure washing the fences and screens. This pump or pressure washer and any associated equipment and supplies shall be included in the cost of the inspection. The Contractor shall also remove any cans, bottles, sticks, branches, etc. that are lying on the bottom or floating inside the weed fences. Large debris (e.g. weeds, sticks, cans, bottles, etc.) removed by the Contractor is to be placed on the shore within the pump station property. Minor maintenance, such as securing the weed fence to the post and repairing holes in the fence shall be accomplished at the time of the inspection and shall be included in the cost of the inspection.

A written inspection report shall be provided to the Water Division Superintendent within ten (10) calendar days of the date that the work is completed and prior to invoicing the County. The report shall be of sufficient detail, including hand-drawn sketches where needed for the reader to clearly understand the location and significance of the findings and maintenance actions performed.

E. Econfina Pumping Station

The Econfina Pumping Station is equipped with two (2) pumps that are equipped with an air burst system. The intake structure is equipped with three (3) stainless steel intake screens that are attached to the concrete structure with bolts. These screens require

periodic cleaning and have to be removed to do so. The intake structure also needs to be dredged of excess sand periodically.

1. The intake structure may be cleaned and dredged a minimum of one (1) time per year, and more often if requested by the county. Cleaning and inspection of these structures shall include the removal of the intake screens, removal of all debris and include pressure washing of the three (3) screens. The contractor shall provide a pump or pressure washer capable of delivering high pressure stream of water for pressure washing screens. This pump, pressure washer or any associated equipment and supplies shall be included in the cost of the cleaning. The contractor shall provide a pump or dredge capable of removing excess sand from inside the intake structure. The dredge spoils shall be dewatered using a dewatering box and disposed of onsite.

2. Dredging the creek. The creek that feeds the intake structure needs to be dredged periodically. It may need to be done a minimum of one (1) time per year, and more often if requested by the county. Dredging of the creek shall include removal of excess sand and debris from the stream. The contractor will follow all regulations set by permit # SAJ-2014-00229-NW-DEB. The contractor shall provide a pump or dredge capable of removing excess sand and debris from the stream. The dredge spoils shall be dewatered using a dewatering box and disposed of onsite.

- 3.

II. Water Treatment Plant

The Bay County Water Treatment Plant is located at 3400 Transmitter Road. The plant has (two) three million-gallon treatment basins; (one) two million-gallon and (two) five million-gallon enclosed potable water tanks and a five million-gallon open reservoir. The two (2) treatment basins, three (3) finished water tanks, and the raw water reservoir may require periodic underwater inspection or maintenance tasks. Any maintenance tasks required will be discussed with the Contractor on a case-by-case basis. Possible tasks are:

A. Internal Tank Inspection

Assess the condition of the interior walls, ceiling, floor, bracing and inlet/outlet structures, etc. looking for corrosion, spalling, cracking, joint condition, sediment accumulations and mineral or biological growths on the interior surfaces of the tank.

B. Treatment Basins Inspection

Assess the condition of the floor, walls, joints, cracks, coatings, and any rotating equipment present in the basin.

If needed, the Contractor may be requested to make certain repairs or recover certain equipment in the basin.

III. St. Andrew Bay Pipeline Inspection/Maintenance

A 36-inch diameter HDPE line with concrete mattresses is located in St. Andrew Bay, going to the Military Point Advanced Wastewater Treatment Facility (MPAWTF) located on

Tyndall Air Force Base. The pipeline extends across the bay from near the West Rock Container Paper Mill to the shoreline at Tyndall AFB. The 36-inch pipeline carries domestic wastewater to the MPAWTF. The maximum depth along the pipeline is approximately 60 feet.

To verify the integrity of the pipe, the absence of leaks, and integrity of the concrete mattresses. The pipeline will require an annual visual inspection, and more often if requested by the County.

The County may on occasion require the Contractor to provide underwater video and audio documentation of work performed in St. Andrew Bay.

A written inspection report shall be provided to the Wastewater Division Superintendent within ten (10) calendar days of the date that the work is completed and prior to invoicing the County. The report shall be of sufficient detail, including hand-drawn sketches where needed for the reader to clearly understand the location and significance of the findings and maintenance actions performed.

I. Emergency Dive Services

In the event of suspected damages, obstructions, failure of submerged pipes, structures, etc., the Contractor will mobilize to the site within 36 hours of notification by the County. Emergency repairs and inspection activities will be directed by and coordinated with the County.

EXHIBIT 2
CONTRACTOR'S RESPONSE TO ITB 21-53
(to be inserted upon contract award)

**EXHIBIT 3
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 _____ 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 N/A 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**

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.