

**CATHERINE D. ROBINSON**  
**MAYOR**

**JOHN ROGERS**  
**VICE-MAYOR**

**DR. ALVIN B. JACKSON, JR.**  
**CITY MANAGER**



*Crossroads of Flagler County*

**COMMISSIONERS:**

**TONYA GORDON**

**TINA-MARIE SCHULTZ**

**PETE YOUNG**

## **BUNNELL CITY COMMISSION MEETING**

**Monday, March 27, 2023**

**7:00 PM**

1769 East Moody Boulevard (GSB),  
Chambers Room  
Bunnell, FL 32110

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### **A. Call Meeting to Order and Pledge Allegiance to the Flag**

**Roll Call**

**Invocation for our Military Troops and National Leaders**

### **B. Introductions, Commendations, Proclamations, and Presentations:**

**B.1.** Proclamation: Water Conservation Month

**B.2.** Proclamation: Sexual Assault Awareness Month

**B.3.** Proclamation: Florida Volunteer Month

**B.4.** Proclamation: National Public Safety Telecommunicators Week

**B.5.** Presentations: 2022 Community & Officer Recognition (Police Department)

### **C. Consent Agenda:**

#### **C.1. Approval of Warrant**

a. March 27, 2023 Warrant

#### **C.2. Approval of Minutes**

a. March 13, 2023 City Commission Meeting Minutes

**C.3.** Request Approval for the Authorization to the East Flagler Mosquito Control District and Emergency Subcontractor for Aerial Spraying over Congested Areas

**C.4.** Florida Local Government Cybersecurity Grant Program

**C.5.** Approval of Federally Funded Subaward and Grant Agreement DR-4673 Hurricane Ian

### **D. Public Comments:**

Comments regarding items not on the Agenda. Citizens are encouraged to speak;

however, comments are limited to four (4) minutes.

**E. Ordinances: (Legislative): None**

**F. Resolutions: (Legislative):**

F.1. Resolution 2023-01 Amending the FY 2022/2023 Budget

**G. Old Business: None**

**H. New Business:**

H.1. Request Approval of the Selection Committee Recommendation and to Proceed with Negotiations for the CMAR – WWTF Expansion and BNR Improvements Project

H.2. Request to Pay the City's Proportionate Share of the Flagler Commerce Parkway Wetland Mitigation Credits in an amount not to exceed \$20,000.00.

**I. Reports:**

- **City Clerk**
- **Police Chief**
- **City Attorney**
- **City Manager**

City Manager Report- February 2023

- **Mayor and City Commissioners**

**J. Call for Adjournment.**

**This agenda is subject to change without notice. Please see posted copy at City Hall, and our website [www.BunnellCity.us](http://www.BunnellCity.us).**

**NOTICE:** If any person decides to appeal any decision made by the City Commission or any of its boards, with respect to any matter considered at any meeting of such boards or commission, he or she will need a record of the proceedings, and for this purpose he or she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is based, 286.0105 Florida Statutes.

**Any person requiring a special accommodation at this meeting because of a disability or physical impairment should contact the City Clerk at (386) 437-7500 at least 48 hours prior to the meeting date.**

**THE CITY OF BUNNELL IS AN EQUAL OPPORTUNITY SERVICE PROVIDER.**

***Posted by City Clerk's office on March 20, 2023***



## *Proclamation*

*WHEREAS, water is a basic and essential need of every living creature, and water conservation is becoming more critical across our great state; and*

*WHEREAS, The State of Florida, Water Management Districts and the City of Bunnell are working together to increase awareness about the importance of water conservation; and*

*WHEREAS, residents are encouraged to keep their home leak-free by repairing dripping faucets, toilet flappers and showerheads; and*

*WHEREAS, the City of Bunnell and the State of Florida has designated April, historically a dry month when water demands are most acute, as Water Conservation Month, to educate citizens about how they can help save Florida's precious water resources; and*

*WHEREAS, the City of Bunnell has always encouraged and supported water conservation; and*

*WHEREAS, every business, industry, school and citizen can make a difference when it comes to conserving water; and*

*WHEREAS, every business, industry, school and citizen can help by saving water and thus promote a healthy economy and community; and*

*NOW, THEREFORE, I, Catherine D. Robinson, by virtue of the authority vested in me as the Mayor of the City of Bunnell, Florida do hereby proclaim the month of April 2023 as "Water Conservation Month" in the City of Bunnell and urge all citizens and businesses to help protect our precious resource by practicing water saving measures and becoming more aware of the need to save water.*

*Adopted this 27<sup>th</sup> day of March 2023*

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*Catherine D. Robinson, Mayor*

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*Kristen Bates, CMC, City Clerk*



*WHEREAS, Sexual Assault Awareness Month calls attention to the fact that sexual assault violence is widespread and impacts every person in this community; and*

*WHEREAS, rape, sexual assault, and sexual harassment impact our community and statistics show that one in five women and one in 71 men will be raped at some point in their lives; that one in six boys and one in four girls will experience a sexual assault before age 18; youth ages 12-17 are 2.5 times as likely to be victims of rape or sexual assault and on campus one in five women and one in 16 men are sexually assaulted; and*

*WHEREAS, during 2022, Family Life Center, as the certified Rape Crisis Center in Flagler County, provided 46 sexual assault related community education events, 879 supportive services and answered 68 sexual assault crisis hotline calls for survivors of sexual assault and their families living in Flagler County; and*

*WHEREAS, the "Start By Believing" public awareness campaign (a program of End Violence Against Women International) is designed improve responses of friends, family members and community professionals, so they can help sexual assault victims access supportive resources and engage the criminal justice system; and*

*WHEREAS, the City of Bunnell joins advocates and communities across the country because we are strongest when we raise our voices together to change the culture to prevent sexual violence. Prevention requires addressing the root causes and social norms that allow sexual violence to exist. April is Sexual Assault Awareness Month, and each day of the year is an opportunity to create change for the future.*

*WHEREAS, the Flagler County Advocate Alliance (comprised of Victim Advocates from Bunnell Police Department, Family Life Center, Flagler Beach Police Department, Flagler County Sheriff's Office and the Office of the State Attorney, Seventh Judicial Circuit, Flagler) is hereby dedicated to strengthening victims and survivors in the aftermath of crime, building resilience in our communities and our victim responders, and working for a better future for all victims and survivors.*

*NOW, THEREFORE, I, Catherine D. Robinson as Mayor of the City of Bunnell do hereby proclaim April 2023 as "Sexual Assault Awareness Month" in the City of Bunnell and encourage all citizens to support the "Start By Believing" public awareness campaign.*

*Adopted this 27<sup>th</sup> day of March 2023*

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*Catherine D. Robinson, Mayor*

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*Kristen Bates, CMC, City Clerk*



## *Proclamation*

*WHEREAS, April is Florida Volunteer Month and is recognized as the official time to recognize and celebrate the efforts of volunteers at the local, state, and national levels; and*

*WHEREAS, volunteers can connect with local community service experiences through hundreds of community service organizations including Flagler Volunteer Services; and*

*WHEREAS, volunteers can help address the most pressing challenges facing our cities, counties and our nation, from educating students for the jobs of the 21<sup>st</sup> century and supporting veterans and military families to preserving the environment and helping communities recover from natural disasters; and*

*WHEREAS, volunteering enhances the lives of volunteers, increases self-esteem and physical well-being, provides opportunities to learn new skills and abilities and offers the chance to meet new friends and associates; and*

*WHEREAS, nonprofits, charities, community and faith-based groups, schools, national service programs and volunteer centers such as Flagler Volunteer Services have joined with state and local governments to celebrate and praise volunteers who have given tirelessly and selflessly to the service of others; and*

*WHEREAS, volunteers are vital to our future as a caring and productive nation.*

*NOW, THEREFORE, I, Catherine D. Robinson, by virtue of the authority vested in me as the Mayor of the City of Bunnell, Florida do hereby recognize April 2023 as "Florida Volunteer Month" and encourage residents to recognize the positive impact of volunteer service in our city, to thank those who serve, and to find ways to give back to their communities.*

*Adopted this 27th day of March 2023*

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*Catherine D. Robinson, Mayor*

*Kristen Bates, CMC, City Clerk*



*Whereas* emergencies can occur at any time that require police, fire or emergency medical services; and,

*Whereas*, when an emergency occurs the prompt response of police officers, firefighters and paramedics is critical to the protection of life and preservation of property; and,

*Whereas* the safety of our police officers and firefighters is dependent upon the quality and accuracy of information obtained from citizens who telephone the Flagler County emergency communications center; and,

*Whereas* Public Safety Telecommunicators are the first and most critical contact our citizens have with emergency services; and,

*Whereas* Public Safety Telecommunicators are the single vital link for our police officers and firefighters by monitoring their activities by radio, providing them information and ensuring their safety; and,

*Whereas* Public Safety Telecommunicators of Flagler County have contributed substantially to the apprehension of criminals, suppression of fires and treatment of patients; and,

*Whereas* each dispatcher has exhibited compassion, understanding and professionalism during the performance of their job in the past year.

**NOW, THEREFORE, I, Catherine D. Robinson**, by virtue of the authority vested in me as the Mayor of the City of Bunnell, Florida do hereby proclaim April 9 through April 15, 2023 to be “**National Public Safety Telecommunicators Week**” in the City of Bunnell in honor of the individuals whose diligence and professionalism keep our City, citizens and businesses safe and encourage everyone to recognize the important role these often unseen professionals provide.

*Adopted this 27<sup>th</sup> day of March 2023*

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*Catherine D. Robinson, Mayor*

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*Kristen Bates, CMC, City Clerk*



## City of Bunnell, Florida

### Agenda Item No. B.5.

Document Date: 2/27/2023 Amount:  
Department: Police Account #:  
Subject: Presentations: 2022 Community & Officer Recognition (Police Department)  
Agenda Section: Introductions, Commendations, Proclamations, and Presentations:

#### Summary/Highlights:

The Police Chief will be recognizing and presenting awards for:

- Outstanding Partners
- Chief's Commendations
- Officer of the 4th Quarter 2022
- 2022 Officer of the Year

#### Background:

#### Staff Recommendation:

#### City Attorney Review:

#### Finance Department Review/Recommendation:

#### City Manager Review/Recommendation:





## City of Bunnell, Florida

### ATTACHMENTS:

Description  
Warrant 3/27/2023

Type  
Warrant



(None)	Post Date	Vendor Name	Description (Item)	Account Number	Amount	
<b>Vendor: Advance Stores Company, Incorporated</b>						
	02/09/2023	Advance Stores Company, Inco...	Batteries	402-0534-534.4620	167.80	
	03/06/2023	Advance Stores Company, Inco...	replace hydraulic filter	401-0533-533.4640	35.13	
	03/06/2023	Advance Stores Company, Inco...	replace hydraulic filter	404-0535-535.4640	35.13	
<b>Vendor Advance Stores Company, Incorporated Total:</b>					<b>238.06</b>	
<b>Vendor: AKA Underground Inc</b>						
	03/07/2023	AKA Underground Inc	Directional Drill or Bore and Pl...	401-0533-533.4600	900.00	
<b>Vendor AKA Underground Inc Total:</b>					<b>900.00</b>	
<b>Vendor: Blue Planet Environmental Systems</b>						
	03/07/2023	Blue Planet Environmental Sys...	Part for chemical injection pu...	401-0533-533.5205	579.00	
<b>Vendor Blue Planet Environmental Systems Total:</b>					<b>579.00</b>	
<b>Vendor: Bobcat of Jacksonville</b>						
	03/10/2023	Bobcat of Jacksonville	Replace special hydraulic hose	401-0533-533.4640	53.24	
	03/10/2023	Bobcat of Jacksonville	Replace special hydraulic hose	404-0535-535.4640	53.24	
<b>Vendor Bobcat of Jacksonville</b>				<b>Total:</b>	<b>106.48</b>	
<b>Vendor: Bunnell Auto Supply, Inc.</b>						
	02/16/2023	Bunnell Auto Supply, Inc.	LED Work lights Truck 929	402-0534-534.4620	80.00	
	02/23/2023	Bunnell Auto Supply, Inc.	Round Mirror, Offset elbow ext	402-0534-534.4620	34.20	
	03/02/2023	Bunnell Auto Supply, Inc.	Hyd Hose fittings 12MXTreeel	402-0534-534.4620	107.45	
	03/03/2023	Bunnell Auto Supply, Inc.	Hose on Anderson Lift Station ...	404-0535-535.4640	8.76	
<b>Vendor Bunnell Auto Supply, Inc. Total:</b>					<b>230.41</b>	
<b>Vendor: Charter Communications</b>						
	03/01/2023	Charter Communications	100 Utility St 3.1.23 - 3.31.23	001-0521-521.4100	400.00	
	03/07/2023	Charter Communications	604 E Moody STE 6 3.10 - 4.09	001-0519-519.4100	109.98	
	03/07/2023	Charter Communications	405 E Drain 3.13 - 4.12	001-0572-572.4100	65.02	
	03/07/2023	Charter Communications	1769 E Moody 3.9 - 4.8	001-0521-521.4100	124.98	
<b>Vendor Charter Communications Total:</b>					<b>699.98</b>	
<b>Vendor: City of Bunnell - Petty Cash</b>						
	03/10/2023	City of Bunnell - Petty Cash	Reimbursement to Adrian Zap...	001-0521-521.5220	40.00	
<b>Vendor City of Bunnell - Petty Cash</b>					<b>Total:</b>	<b>40.00</b>
<b>Vendor: City of Bunnell - WS O&amp;M</b>						
	02/28/2023	City of Bunnell - WS O&M	01-0040-01 FEB 2023	001-0572-572.4300	515.36	
	02/28/2023	City of Bunnell - WS O&M	01-5270-01 FEB 2023	401-0533-533.4300	169.45	
	02/28/2023	City of Bunnell - WS O&M	02-2060-09 FEB 2023	001-0519-519.4300	247.49	
	02/28/2023	City of Bunnell - WS O&M	02-2070-07 FEB 2023	401-0533-533.4300	118.18	
	02/28/2023	City of Bunnell - WS O&M	02-2070-07 FEB 2023	404-0535-535.4300	118.19	
	02/28/2023	City of Bunnell - WS O&M	02-2080-08 FEB 2023	001-0519-519.4300	236.87	
	02/28/2023	City of Bunnell - WS O&M	02-2503-00 FEB 2023	404-0535-535.4300	85.23	
	02/28/2023	City of Bunnell - WS O&M	02-3191-00 FEB 2023	001-0541-541.4300	84.76	
	02/28/2023	City of Bunnell - WS O&M	03-0161-00 FEB 2023	404-0535-535.4300	85.61	
	02/28/2023	City of Bunnell - WS O&M	03-0320-01 FEB 2023	001-0572-572.4300	412.18	
	02/28/2023	City of Bunnell - WS O&M	03-0370-01 FEB 2023	001-0572-572.4300	371.48	
	02/28/2023	City of Bunnell - WS O&M	03-05454-00 FEB 2023	404-0535-535.4300	85.04	
	02/28/2023	City of Bunnell - WS O&M	03-1541-00 FEB 2023	404-0535-535.4300	84.76	
	02/28/2023	City of Bunnell - WS O&M	03-4991-00 FEB 2023	001-0541-541.4300	84.76	
	02/28/2023	City of Bunnell - WS O&M	03-5151-00 FEB 2023	001-0541-541.4300	84.76	
	02/28/2023	City of Bunnell - WS O&M	03-5191-00 FEB 2023	001-0572-572.4300	84.76	
	02/28/2023	City of Bunnell - WS O&M	03-5240-01 FEB 2023	404-0535-535.4300	486.98	
	02/28/2023	City of Bunnell - WS O&M	03-5260-01 FEB 2023	001-0541-541.4300	529.60	
	02/28/2023	City of Bunnell - WS O&M	04-0170-02 FEB 2023	404-0535-535.4300	84.85	
	02/28/2023	City of Bunnell - WS O&M	04-1140-01 FEB 2023	001-0572-572.4300	280.84	
	02/28/2023	City of Bunnell - WS O&M	04-2181-00 FEB 2023	404-0535-535.4300	85.04	

## Expense Approval Register

Packet: APPKT07956 - 03.27.23 Warrant

(None)	Post Date	Vendor Name	Description (Item)	Account Number	Amount
	02/28/2023	City of Bunnell - WS O&M	04-3031-00 FEB 2023	001-0541-541.4300	84.76
	02/28/2023	City of Bunnell - WS O&M	04-3032-00 FEB 2023	404-0535-535.4300	84.95
	02/28/2023	City of Bunnell - WS O&M	04-3360-01 FEB 2023	001-0541-541.4300	84.76
	02/28/2023	City of Bunnell - WS O&M	06-0327-01 FEB 2023	404-0535-535.4300	84.76
		<b>Vendor City of Bunnell - WS O&amp;M Total:</b>			<b>4,675.42</b>
<b>Vendor: DG Hardware, Inc.</b>					
	02/21/2023	DG Hardware, Inc.	Fittings, Pipe Adapters	402-0534-534.5265	16.41
	02/24/2023	DG Hardware, Inc.	Mounting tape, sandpaper, bol..	001-0521-521.5200	21.24
	02/27/2023	DG Hardware, Inc.	Grease Spec / Round Magnet ...	402-0534-534.5200	16.91
	03/10/2023	DG Hardware, Inc.	Emergency Repair of manhole ...	404-0535-535.5200	163.95
	03/14/2023	DG Hardware, Inc.	Keys copied EJ Park Lights	001-0572-572.4610	17.44
	03/02/2023	DG Hardware, Inc.	ROUND MAGNET	402-0534-534.5200	4.68
	03/06/2023	DG Hardware, Inc.	SIGNAGE NUTS HARDWARE	001-0541-541.5200	21.06
	03/06/2023	DG Hardware, Inc.	Concrete mix for Sinage poles	001-0541-541.5200	96.93
	03/09/2023	DG Hardware, Inc.	Supplies for shop air compress...	001-0549-549.5200	45.11
		<b>Vendor DG Hardware, Inc. Total:</b>			<b>403.73</b>
<b>Vendor: Dustin Vost</b>					
	02/03/2023	Dustin Vost	Safety Footware Reimburse...	401-0533-533.5220	62.50
	02/03/2023	Dustin Vost	Safety Footware Reimburse...	404-0535-535.5220	62.50
		<b>Vendor Dustin Vost Total:</b>			<b>125.00</b>
<b>Vendor: Environmental Land Services of Flagler County, Inc</b>					
	03/10/2023	Environmental Land Services of..	Services through 3.3.23 - 3.9.23	402-0534-534.3400	4,539.64
	03/17/2023	Environmental Land Services of..	Services Thru 3.10.23 - 3.16.23	402-0534-534.3400	5,291.34
	03/03/2023	Environmental Land Services of..	Fuel Surcharge School Contract..	402-0534-534.3400	5,035.57
		<b>Vendor Environmental Land Services of Flagler County, Inc Total:</b>			<b>14,866.55</b>
<b>Vendor: Expert Chemical Sales &amp; Service LLC</b>					
	03/07/2023	Expert Chemical Sales & Servic...	Towel Centerpull white	001-0572-572.5200	475.00
		<b>Vendor Expert Chemical Sales &amp; Service LLC Total:</b>			<b>475.00</b>
<b>Vendor: Federal Eastern International LLC</b>					
	03/01/2023	Federal Eastern International L...	Equipment for Taylor	001-0521-521.5200	927.18
		<b>Vendor Federal Eastern International LLC Total:</b>			<b>927.18</b>
<b>Vendor: Flagler County Board of County Commissioners</b>					
	03/06/2023	Flagler County Board of County..	CPR/AED Class	001-0521-521.5500	10.00
		<b>Vendor Flagler County Board of County Commissioners Total:</b>			<b>10.00</b>
<b>Vendor: Flagler County Clerk of Courts</b>					
	03/06/2023	Flagler County Clerk of Courts	Recording	001-0512-512.3300	106.50
	03/06/2023	Flagler County Clerk of Courts	Recording	001-0524-524.3300	65.50
		<b>Vendor Flagler County Clerk of Courts Total:</b>			<b>172.00</b>
<b>Vendor: Flagler County Sheriff's Office</b>					
	03/15/2023	Flagler County Sheriff's Office	Case Detective	001-0521-521.3400	10,360.81
	03/15/2023	Flagler County Sheriff's Office	Chief Brannon + 1	001-0521-521.5400	48.00
		<b>Vendor Flagler County Sheriff's Office Total:</b>			<b>10,408.81</b>
<b>Vendor: Grant Professionals, Inc.</b>					
	02/28/2023	Grant Professionals, Inc.	Feb Grant Management	001-0521-521.3100	1,500.00
		<b>Vendor Grant Professionals, Inc. Total:</b>			<b>1,500.00</b>
<b>Vendor: Hawkins Inc</b>					
	12/30/2022	Hawkins Inc	Chemicals for WWTP	404-0535-535.5200	600.00
	03/10/2023	Hawkins Inc	Chemicals for WWtp	404-0535-535.5200	941.66
	03/03/2023	Hawkins Inc	Chemicals for WWTP	404-0535-535.5200	480.00
		<b>Vendor Hawkins Inc Total:</b>			<b>2,021.66</b>
<b>Vendor: HD Supply Facilities Maintenance Ltd</b>					
	03/15/2023	HD Supply Facilities Maintena...	1/4" Tube x 1/4" NPT (Male) K...	404-0535-535.5200	347.70
	03/07/2023	HD Supply Facilities Maintena...	Original Credit applied to 3 inv...	404-0535-535.5200	410.06
		<b>Vendor HD Supply Facilities Maintenance Ltd Total:</b>			<b>757.76</b>
<b>Vendor: Ixom Watercare Inc</b>					
	02/03/2023	Ixom Watercare Inc	Shipping	401-0533-533.4640	119.56

## Expense Approval Register

Packet: APPKT07956 - 03.27.23 Warrant

(None)	Post Date	Vendor Name	Description (Item)	Account Number	Amount
	02/03/2023	Ixom Watercare Inc	Pressure Regulator Festo	401-0533-533.4640	115.30
	02/03/2023	Ixom Watercare Inc	Manual Shut Off Valve Festo	401-0533-533.4640	119.92
	02/03/2023	Ixom Watercare Inc	Electric Shutoff Valve Festo	401-0533-533.4640	311.56
			<b>Vendor Ixom Watercare Inc Total:</b>		<b>666.34</b>
<b>Vendor: JW Site Development, Inc</b>					
	02/07/2023	JW Site Development, Inc	45 Yds Mulch	001-0541-541.5200	675.00
			<b>Vendor JW Site Development, Inc Total:</b>		<b>675.00</b>
<b>Vendor: Kehle Plumbing, Inc.</b>					
	03/07/2023	Kehle Plumbing, Inc.	Replace Sink at JB King Park	001-0572-572.4610	230.00
			<b>Vendor Kehle Plumbing, Inc. Total:</b>		<b>230.00</b>
<b>Vendor: Kimberly Lacy-McClendon</b>					
	03/15/2023	Kimberly Lacy-McClendon	Rental Refund	001-0572-572.4400	125.00
			<b>Vendor Kimberly Lacy-McClendon Total:</b>		<b>125.00</b>
<b>Vendor: Locaters International, Inc.</b>					
	03/13/2023	Locaters International, Inc.	Pre Employment M. Fansler	001-0521-521.4900	150.00
			<b>Vendor Locaters International, Inc. Total:</b>		<b>150.00</b>
<b>Vendor: Louis P. Granda</b>					
	02/28/2023	Louis P. Granda	1st Safety Footware Reimburs...	404-0535-535.5220	125.00
			<b>Vendor Louis P. Granda Total:</b>		<b>125.00</b>
<b>Vendor: Lowe's Companies, Inc</b>					
	03/10/2023	Lowe's Companies, Inc	Repair manhole Palm Terrace	404-0535-535.5200	66.42
	03/15/2023	Lowe's Companies, Inc	Operating Supplies	404-0535-535.5200	41.72
	03/15/2023	Lowe's Companies, Inc	Replace Broken Vice onF550	404-0535-535.5200	132.99
	03/08/2023	Lowe's Companies, Inc	Credit for 93058	401-0533-533.5205	-109.79
	03/08/2023	Lowe's Companies, Inc	5 Gal Plastic containers, ext co...	401-0533-533.5205	109.79
	03/09/2023	Lowe's Companies, Inc	5 Gal Plastic Container, ext cor...	401-0533-533.5205	109.79
			<b>Vendor Lowe's Companies, Inc Total:</b>		<b>350.92</b>
<b>Vendor: MacData LLC</b>					
	03/15/2023	MacData LLC	Pre Employment M. Fansler	001-0521-521.4900	40.00
			<b>Vendor MacData LLC Total:</b>		<b>40.00</b>
<b>Vendor: Michael Leo Dove</b>					
	03/09/2023	Michael Leo Dove	Inspection 2.23 - 3.7	001-0524-524.3401	925.00
			<b>Vendor Michael Leo Dove Total:</b>		<b>925.00</b>
<b>Vendor: Monro, Inc</b>					
	02/20/2023	Monro, Inc	3-315 tires recapped	402-0534-534.4620	708.00
	03/03/2023	Monro, Inc	4 gdy pc endurance wha recaps	402-0534-534.4620	944.00
			<b>Vendor Monro, Inc Total:</b>		<b>1,652.00</b>
<b>Vendor: NextEra Energy Inc</b>					
	03/21/2023	NextEra Energy Inc	56661-53118 Feb 28	404-0535-535.4300	168.78
	03/21/2023	NextEra Energy Inc	51926-14112 Feb 28	404-0535-535.4300	106.30
	03/21/2023	NextEra Energy Inc	50935-93118 Feb 28	404-0535-535.4300	86.89
	03/21/2023	NextEra Energy Inc	27516-03917 Feb 28	404-0535-535.4300	88.35
	03/21/2023	NextEra Energy Inc	27076-01973 Feb 28	404-0535-535.4300	30.89
	03/21/2023	NextEra Energy Inc	16885-09957 Feb 28	404-0535-535.4300	33.38
	03/21/2023	NextEra Energy Inc	16525-04919 Feb 28	404-0535-535.4300	6,226.21
	03/21/2023	NextEra Energy Inc	16455-03937 Feb 28	404-0535-535.4300	402.33
	03/21/2023	NextEra Energy Inc	06115-08987 Feb 28	404-0535-535.4300	38.12
	03/21/2023	NextEra Energy Inc	02735-15254 Feb 28	404-0535-535.4300	47.26
	03/23/2023	NextEra Energy Inc	37390-07957 Mar 2	404-0535-535.4300	3,550.58
	03/23/2023	NextEra Energy Inc	37400-05982 Mar 2	404-0535-535.4300	208.66
	03/24/2023	NextEra Energy Inc	47533-10046 Mar 3	404-0535-535.4300	82.10
	03/27/2023	NextEra Energy Inc	09445-94365 Mar 6	404-0535-535.4300	28.03
	03/27/2023	NextEra Energy Inc	23515-07823 Mar 6	404-0535-535.4300	26.67
	03/07/2023	NextEra Energy Inc	26391-00821 Mar 7	404-0535-535.4300	31.01
	03/07/2023	NextEra Energy Inc	56811-06810 Mar 7	404-0535-535.4300	50.48
			<b>Vendor NextEra Energy Inc Total:</b>		<b>11,206.04</b>

## Expense Approval Register

Packet: APPKT07956 - 03.27.23 Warrant

(None)	Post Date	Vendor Name	Description (Item)	Account Number	Amount
<b>Vendor: Norman E Hoffman</b>	03/14/2023	Norman E Hoffman	Evaluation M. Fraiser	001-0521-521.4900	325.00
				<b>Vendor Norman E Hoffman Total:</b>	<b>325.00</b>
<b>Vendor: North America Fire Equipment Co Inc</b>	03/02/2023	North America Fire Equipment...	Elbeco Pants w/stripe	001-0521-521.5220	350.00
				<b>Vendor North America Fire Equipment Co Inc Total:</b>	<b>350.00</b>
<b>Vendor: OTTO Environmental Systems NA, Inc.</b>	03/01/2023	OTTO Environmental Systems ...	50 95 Gallon Lids	402-0534-534.5264	1,250.00
				<b>Vendor OTTO Environmental Systems NA, Inc. Total:</b>	<b>1,250.00</b>
<b>Vendor: Palm Coast Observer, LLC</b>	01/12/2023	Palm Coast Observer, LLC	Ordinance 2023-01 Grand Res...	001-0512-512.4800	104.00
	03/02/2023	Palm Coast Observer, LLC	Ordinance 2023-05 Open BuRN..	001-0512-512.4800	80.00
				<b>Vendor Palm Coast Observer, LLC Total:</b>	<b>184.00</b>
<b>Vendor: Power &amp; Pumps Inc</b>	02/24/2023	Power & Pumps Inc	Shinmaywa Wear Rings and O...	404-0535-535.5200	790.00
				<b>Vendor Power &amp; Pumps Inc Total:</b>	<b>790.00</b>
<b>Vendor: Praetorian Group Inc</b>	03/09/2023	Praetorian Group Inc	Dr. Gilmartin Courses Add-on	001-0521-521.5500	275.00
				<b>Vendor Praetorian Group Inc Total:</b>	<b>275.00</b>
<b>Vendor: Process Control Services</b>	03/11/2023	Process Control Services	Service of GST floats	401-0533-533.4640	730.00
				<b>Vendor Process Control Services Total:</b>	<b>730.00</b>
<b>Vendor: RDK TRUCK SALES AND SERVICE INC</b>	02/01/2023	RDK TRUCK SALES AND SERVIC...	Solid Waste Truck Rental (Fron...	402-0534-534.4400	1,533.54
				<b>Vendor RDK TRUCK SALES AND SERVICE INC Total:</b>	<b>1,533.54</b>
<b>Vendor: Ring Power Corporation</b>	01/23/2023	Ring Power Corporation	Hydraulic Mini Excavator	401-0533-533.6400	42,169.00
	01/23/2023	Ring Power Corporation	Hydraulic Mini Excavator	404-0535-535.6400	42,169.00
	02/24/2023	Ring Power Corporation	Wrong Size Forks	001-0541-541.4640	-800.00
				<b>Vendor Ring Power Corporation Total:</b>	<b>83,538.00</b>
<b>Vendor: SHI International Corp</b>	03/02/2023	SHI International Corp	Dell 3300 Hardware Maintena...	001-0516-516.5230	764.56
	03/06/2023	SHI International Corp	Dell OptiPlex 5000 Small Form ...	001-0516-516.5264	8,431.43
	03/08/2023	SHI International Corp	License for tablet general email..	401-0533-533.5230	82.82
	03/08/2023	SHI International Corp	License for tablet general email..	404-0535-535.5230	82.83
				<b>Vendor SHI International Corp Total:</b>	<b>9,361.64</b>
<b>Vendor: Strickland Sod Farm, Inc.</b>	02/08/2023	Strickland Sod Farm, Inc.	1200 sqft Bermuda Sod	001-0541-541.5200	360.00
				<b>Vendor Strickland Sod Farm, Inc. Total:</b>	<b>360.00</b>
<b>Vendor: Terry Taylor Ford Company</b>	03/13/2023	Terry Taylor Ford Company	Service on Veh 2004	001-0521-521.4620	49.95
	03/06/2023	Terry Taylor Ford Company	Body work Unit 201	001-0521-521.4620	818.99
				<b>Vendor Terry Taylor Ford Company Total:</b>	<b>868.94</b>
<b>Vendor: The Mower Depot, Inc.</b>	03/07/2023	The Mower Depot, Inc.	Pole Saw	001-0572-572.5264	545.09
				<b>Vendor The Mower Depot, Inc. Total:</b>	<b>545.09</b>
<b>Vendor: Traffic Supplies &amp; Distribution LLC</b>	02/22/2023	Traffic Supplies & Distribution ...	Authorized Personal Signs	001-0521-521.5200	210.00
				<b>Vendor Traffic Supplies &amp; Distribution LLC Total:</b>	<b>210.00</b>
<b>Vendor: Trailco Group, Inc</b>	03/20/2023	Trailco Group, Inc	April 2023 Unit 4/5/6	001-0519-519.4400	1,680.00
	03/20/2023	Trailco Group, Inc	April 2023 Unit 4/5/6	401-0533-533.4400	420.00
	03/20/2023	Trailco Group, Inc	April 2023 Unit 4/5/6	404-0535-535.4400	420.00
				<b>Vendor Trailco Group, Inc Total:</b>	<b>2,520.00</b>

## Expense Approval Register

Packet: APPKT07956 - 03.27.23 Warrant

(None)	Post Date	Vendor Name	Description (Item)	Account Number	Amount
<b>Vendor: Tyler Technologies</b>					
	02/01/2023	Tyler Technologies	Comm. Development Pro Ann...	001-0524-524.5230	525.00
			<b>Vendor Tyler Technologies</b>	<b>Total:</b>	<b>525.00</b>
<b>Vendor: UniFirst Corporation</b>					
	03/08/2023	UniFirst Corporation	Uniform Rental	001-0541-541.5220	29.02
	03/08/2023	UniFirst Corporation	Uniform Rental	001-0549-549.5220	12.76
	03/08/2023	UniFirst Corporation	Uniform Rental	001-0572-572.5220	21.40
	03/08/2023	UniFirst Corporation	Uniform Rental	001-0572-572.5220	71.27
	03/08/2023	UniFirst Corporation	Uniform Rental	401-0533-533.5220	30.62
	03/08/2023	UniFirst Corporation	Uniform Rental	402-0534-534.5220	17.92
	03/08/2023	UniFirst Corporation	Uniform Rental	404-0535-535.5220	24.72
			<b>Vendor UniFirst Corporation Total:</b>	<b>Total:</b>	<b>207.71</b>
<b>Vendor: Verizon Connect Telo Inc.</b>					
	03/01/2023	Verizon Connect Telo Inc.	Service 3.1.23-3.31.23	001-0541-541.4100	76.40
	03/01/2023	Verizon Connect Telo Inc.	Service 3.1.23-3.31.23	001-0572-572.4100	57.30
	03/01/2023	Verizon Connect Telo Inc.	Service 3.1.23-3.31.23	401-0533-533.4100	76.40
	03/01/2023	Verizon Connect Telo Inc.	Service 3.1.23-3.31.23	402-0534-534.4100	190.50
	03/01/2023	Verizon Connect Telo Inc.	Service 3.1.23-3.31.23	404-0535-535.4100	76.40
			<b>Vendor Verizon Connect Telo Inc. Total:</b>	<b>Total:</b>	<b>477.00</b>
<b>Vendor: Verizon Wireless</b>					
	03/13/2023	Verizon Wireless	Services Through 2.14 - 3.13	001-0512-512.4100	80.60
	03/13/2023	Verizon Wireless	Services Through 2.14 - 3.13	001-0513-513.4100	45.30
	03/13/2023	Verizon Wireless	Services Through 2.14 - 3.13	001-0513-513.4100	40.30
	03/13/2023	Verizon Wireless	Services Through 2.14 - 3.13	001-0521-521.4100	1,255.61
	03/13/2023	Verizon Wireless	Services Through 2.14 - 3.13	001-0524-524.4100	145.08
	03/13/2023	Verizon Wireless	Services Through 2.14 - 3.13	001-0541-541.4100	123.19
	03/13/2023	Verizon Wireless	Services Through 2.14 - 3.13	001-0549-549.4100	152.74
	03/13/2023	Verizon Wireless	Services Through 2.14 - 3.13	001-0572-572.4100	290.05
	03/13/2023	Verizon Wireless	Services Through 2.14 - 3.13	401-0533-533.4100	488.54
	03/13/2023	Verizon Wireless	Services Through 2.14 - 3.13	402-0534-534.4100	193.04
	03/13/2023	Verizon Wireless	Services Through 2.14 - 3.13	404-0535-535.4100	385.75
			<b>Vendor Verizon Wireless Total:</b>	<b>Total:</b>	<b>3,200.20</b>
<b>Vendor: WSP USA Environment &amp; Infrastructure Inc.</b>					
	03/16/2023	WSP USA Environment & Infas...	Hazardous Materials Report C...	001-0572-572.3100	1,875.00
			<b>Vendor WSP USA Environment &amp; Infrastructure Inc. Total:</b>	<b>Total:</b>	<b>1,875.00</b>
<b>Vendor: Zev Cohen &amp; Associates, Inc.</b>					
	03/10/2023	Zev Cohen & Associates, Inc.	Planning Services Thru 2.2.23	001-0524-524.3100	5,835.30
			<b>Vendor Zev Cohen &amp; Associates, Inc. Total:</b>	<b>Total:</b>	<b>5,835.30</b>
			<b>Grand Total:</b>	<b>Total:</b>	<b>170,243.76</b>

**Fund Summary**

<b>Fund</b>	<b>Expense Amount</b>
001 - GENERAL FUND	43,512.47
401 - WATER	46,691.01
402 - SOLID WASTE	20,131.00
404 - SEWER	59,909.28
<b>Grand Total:</b>	<b>170,243.76</b>

**Account Summary**

<b>Account Number</b>	<b>Account Name</b>	<b>Expense Amount</b>
001-0512-512.3300	Recording Fees	106.50
001-0512-512.4100	Communications Expense	80.60
001-0512-512.4800	Advertising	184.00
001-0513-513.4100	Communications Expense	85.60
001-0516-516.5230	Software	764.56
001-0516-516.5264	Small Equipment	8,431.43
001-0519-519.4100	Communications Expense	109.98
001-0519-519.4300	Utilities	484.36
001-0519-519.4400	Rental/Lease	1,680.00
001-0521-521.3100	Professional Services Exp...	1,500.00
001-0521-521.3400	Other Contract Services	10,360.81
001-0521-521.4100	Communications Expense	1,780.59
001-0521-521.4620	Repair / Maint - Vehicles	868.94
001-0521-521.4900	Other Current Chgs & Obl...	515.00
001-0521-521.5200	Operating Supplies	1,158.42
001-0521-521.5220	Uniforms Exp	390.00
001-0521-521.5400	Memberships, Publication...	48.00
001-0521-521.5500	Training	285.00
001-0524-524.3100	Professional Services Exp...	5,835.30
001-0524-524.3300	Recording Fees	65.50
001-0524-524.3401	Bldg / Fire Inspection Exp -..	925.00
001-0524-524.4100	Communications Expense	145.08
001-0524-524.5230	Software	525.00
001-0541-541.4100	Communications Expense	199.59
001-0541-541.4300	Utility - Public Services	953.40
001-0541-541.4640	Equipment Repair & Maint..	-800.00
001-0541-541.5200	Operating Supplies	1,152.99
001-0541-541.5220	Uniforms Exp	29.02
001-0549-549.4100	Communications	152.74
001-0549-549.5200	Operating Supplies	45.11
001-0549-549.5220	Uniforms	12.76
001-0572-572.3100	Professional Services Exp...	1,875.00
001-0572-572.4100	Communications Expense	412.37
001-0572-572.4300	Utility - Public Services	1,664.62
001-0572-572.4400	Rental / Lease Expense	125.00
001-0572-572.4610	Repair / Maint - Bldgs	247.44
001-0572-572.5200	Operating Supplies	475.00
001-0572-572.5220	Uniforms Exp	92.67
001-0572-572.5264	Small Equipment Purchase	545.09
401-0533-533.4100	Communications Expense	564.94
401-0533-533.4300	Utility - Public Services	287.63
401-0533-533.4400	Rental / Lease Expense	420.00
401-0533-533.4600	Repair / Maint - Service	900.00
401-0533-533.4640	Repair / Maint - Equipme...	1,484.71
401-0533-533.5205	Operating Supplies Exp - ...	688.79
401-0533-533.5220	Uniforms Exp	93.12
401-0533-533.5230	Software	82.82
401-0533-533.6400	Machinery/Equipment Ex...	42,169.00
402-0534-534.3400	Other Contract Services - ...	14,866.55
402-0534-534.4100	Communications - Solid ...	383.54
402-0534-534.4400	Rental/Lease - Solid Waste	1,533.54

**Account Summary**

<b>Account Number</b>	<b>Account Name</b>	<b>Expense Amount</b>
402-0534-534.4620	Repair/Maint Vehicles - So..	2,041.45
402-0534-534.5200	Operating Supplies	21.59
402-0534-534.5220	Uniforms - Solid Waste	17.92
402-0534-534.5264	Small Equipment - Solid ...	1,250.00
402-0534-534.5265	Tools	16.41
404-0535-535.4100	Communications	462.15
404-0535-535.4300	Utilities	12,491.45
404-0535-535.4400	Rentals/Leases	420.00
404-0535-535.4640	Repairs & Maint. - Equip...	97.13
404-0535-535.5200	Operating Supplies	3,974.50
404-0535-535.5220	Uniforms	212.22
404-0535-535.5230	Software	82.83
404-0535-535.6400	Equipment > \$5,000	42,169.00
	<b>Grand Total:</b>	<b>170,243.76</b>

**Project Account Summary**

<b>Project Account Key</b>	<b>Expense Amount</b>
**None**	170,243.76
	<b>Grand Total:</b>
	<b>170,243.76</b>





## City of Bunnell, Florida

### **ATTACHMENTS:**

Description

Proposed Minutes

Type

Minutes

CATHERINE D. ROBINSON  
MAYOR

JOHN ROGERS  
VICE-MAYOR

DR. ALVIN B. JACKSON, JR  
CITY MANAGER



COMMISSIONERS:

TONYA GORDON

TINA-MARIE SCHULTZ

PETE YOUNG

## Bunnell CITY COMMISSION MEETING

Monday, March 13, 2023

7:00 PM

1769 East Moody Boulevard (GSB)

Chambers Room

Bunnell, FL 32110

### A. Call Meeting to Order and Pledge Allegiance to the Flag

Mayor Robinson called the meeting to order at 7:00 PM and led the Pledge to the Flag.

**Roll Call:** Mayor Catherine D. Robinson; Vice Mayor Johns Rogers; Commissioner Tina-Marie Schultz; Commissioner Tonya Gordon; Commissioner Pete Young; City Attorney Paul Waters; City Manager Alvin B. Jackson; Community Development Director Bernadette Fisher; IT Director Donnie Wines; Deputy City Clerk Bridgitte Gunnells

### Invocation for Our Military Troops and National Leaders:

Pastor Daisy Henry led the invocation.

### B. Introductions, Commendations, Proclamations, and Presentations:

#### B.1. Proclamation: Red Cross Month

Mayor Robinson read the proclamation into the record. Representatives of the Red Cross present to accept the proclamation were Duhane Lindo, Latonya Daniel and Krishna Louis. Mayor Robinson stated the Red Cross was always there in a time of need, even at a small house fire. Mayor Robinson thanked the members for all the work they do for the community.

### C. Consent Agenda:

#### C.1. Approval of Warrant

##### a. March 13, 2023 Warrant

#### C.2. Approval of Minutes

##### a. February 27, 2023 City Commission Meeting Minutes

**Motion:** Approve the Consent Agenda

**Motion by:** Commissioner Schultz

**Second by:** Commissioner Gordon

**Board Discussion:** None

**Public Discussion:** None

**Vote:** Motion carried unanimously

**D. Public Comments:**

**Comments regarding items not on the Agenda. Citizens are encouraged to speak; however, comments are limited to four (4) minutes.**

None

**E. Ordinances: (Legislative):**

**E.1. Ordinance 2023-05 Amending the Bunnell Code of Ordinance Chapter 37 regarding Open Burning Regulations. – Second Reading**

City Attorney Waters read the short title into the record.

**Motion:** Adopt Ordinance 2023-05 Amending the Bunnell Code of Ordinance Chapter 37 regarding Open Burning Regulations. – Second Reading

**Motion by:** Vice Mayor Rogers

**Second by:** Commissioner Schultz

**Board Discussion:** None

**Public Discussion:** None

**Vote:** Motion carried unanimously

**F. Resolutions: (Legislative): None**

**G. Old Business: None**

**H. New Business: None**

**I. Reports:**

- **City Clerk** - None
- **Police Chief**- reported on the “White Fire” from the mulch farm near US1 and State Road 100 West. He stated he contacted the Department of Transportation asking they put electronic signs to slow traffic in the area and especially at night. Bunnell PD, Sheriff’s Department and Florida Highway Patrol will monitor the area to determine any changes needed for traffic. Chief Brannon gave his monthly activity report on the Police Department. He reported on new officers and the hiring of his new Administrative Assistant.  
*Commissioner Young inquired if there was anything suspicious about the recent fire at a restaurant or the mulch fire. Chief Brannon he had seen any reports suggesting suspicious nature.*
- **City Attorney**- None
- **City Manager**- reported an emergency purchase order was issued for the necessary repairs on Elm Street in the amount of \$22,000.00. The work can not begin until the Florida East Coast Railway comes out to inspect the area; Infrastructure Director Vost stated that should occur this week.
- **Mayor and City Commissioners**
  - **Commissioner Schultz** – None
  - **Commissioner Gordon** – stated she met the new baby of one of the Bunnell Police Officers and congratulated Officer Kilpatrick on his new baby.
  - **Commissioner Young** – None
  - **Vice Mayor Rogers** – None
  - **Mayor Robinson** – stated she will be giving a 1-page summation of the Northeast Florida Regional meeting.

**J. Call for Adjournment.**

**Motion:** Adjourn

**Motion by:** Vice Mayor Rogers

**Seconded by:** Commissioner Schultz

**Vote:** Motion carried unanimously

**Meeting adjourned:** 7:19 PM

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Catherine D. Robinson, Mayor

---

Kristen Bates, CMC, City Clerk

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Date

---

Date

***\*\*The City adopts summary minutes. Audio files in official City records are retained according to the Florida Department of State GS1-SL records retention schedule\*\****



## City of Bunnell, Florida

### Agenda Item No. C.3.

Document Date: 3/1/2023 Amount:  
Department: City Clerk Account #:  
Subject: Request Approval for the Authorization to the East Flagler Mosquito Control District and Emergency Subcontractor for Aerial Spraying over Congested Areas  
Agenda Section: Consent Agenda:  
Goal/Priority: Quality of Life

#### **ATTACHMENTS:**

Description	Type
Request Letter	Exhibit
Public Notice	Exhibit
Authorization for East Flagler MCD	Exhibit
Authorization for Subcontractor	Exhibit

#### **Summary/Highlights:**

This is the annual request from the East Flagler Mosquito District to authorize low-level flights over congested areas within the City of Bunnell boundaries.

#### **Background:**

Each year the City receives this request in compliance with Federal Aviation Regulations.

Bunnell citizens pay for mosquito control services via property taxes and part of those services are provided through helicopter services. The use of aerial spraying is the main treatment mode for the District and most such treatments are done to prevent the emergence of saltmarsh mosquitos.

This authorization will allow the East Flagler Mosquito Control District and their emergency subcontractor, if needed, to carry out low-level flights, 500 feet and below, over congested area within the City.

#### **Staff Recommendation:**

Approval of the Authorization to the East Flagler Mosquito Control District and their Emergency Subcontractor for Aerial Spraying over Congested Areas.

**City Attorney Review:**

No legal issues

**Finance Department Review/Recommendation:**

**City Manager Review/Recommendation:**

Approve.



## Board of Commissioners

Mike Martin  
Ralph Lightfoot  
Julius Kwiatkowski

Chairman  
Secretary  
Treasurer

February 23, 2023

Re: Aerial Mosquito Control

To: Flagler County Local Governments:

Each year we request, in compliance with Federal Aviation Administration Regulation 137.51, authorization to fly over congested areas. As you are aware, the citizens you represent pay for mosquito control services via property taxes to the District and part of those services are operations done by helicopter since 1990. To provide services in a timely fashion, we request signed authorization to extend for one year.

This authorization provided by each local government allows the District to carry out low-level flights, 500 feet and below, over congested areas within their boundaries. The helicopter is the main treatment vehicle of the District and most treatments are done to prevent the emergence of saltmarsh mosquitoes, survey breeding areas, and apply adulticides when necessary.

The enclosed public notice will be published monthly beginning in April and ending in October and serves to provide ongoing public awareness about aerial operations and further provides contact information.

Please execute the accompanying authorization (Mayor, Manager, etc.) for both the District and for the back-up contractor and return to our office no later than April 1, 2023.

Additionally, we request you designate a member of your elected body to accompany us on an inspection flight of the District. If no member of your elected body is interested in an aerial tour, then a tour of the facilities and overview of operations can be done without it.

Thank you for your prompt attention to this matter.

Sincerely,

*Mark Positano*

---

Mark Positano, Director

### East Flagler Mosquito Control District

210 FIN WAY  
Palm Coast, Florida 32164

Phone: 386-437-0002  
Fax: 386-437-0200

[flaglermosquito.com](http://flaglermosquito.com)

## **Public Notice Aerial Spraying**

In compliance with regulations of the Federal Aviation Administration (FAA), public notice is hereby given that the East Flagler Mosquito Control District may apply control products by helicopter over or adjacent to congested areas of Flagler County and its municipalities. The purpose of these flights is for surveillance of mosquito breeding sites and the suppression of mosquito populations. Should the need arise, we may also contract with Clarke and Dynamic Aviation, Inc. and Ag Air Services for the same purposes. Flights will normally be performed at an altitude of 500 feet or below.

Control of mosquitoes by helicopter is a common practice in populated areas of Florida. The District has conducted aerial mosquito control operations since 1990. All flights will be in the public interest and maximize public safety and mosquito control effectiveness. All control products are approved for control purposes by the Florida Department of Agriculture and U.S. Environment Protection Agency.

For additional information visit the District website at [flaglermosquito.com](http://flaglermosquito.com), following us on Facebook, or by calling 386-437-0002. The website will map areas to be sprayed by truck or by air and notifications are posted on our Facebook page.



## Authorization

This authorization recognizes that the East Flagler Mosquito Control District, in the exercise of its public health and safety responsibilities, may fly at low levels (500 feet) over congested areas in connection with its operations. This authorization extends from April 15, 2023 through April 15, 2024.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Print/type name: \_\_\_\_\_

Title: \_\_\_\_\_

Name of local government: \_\_\_\_\_

### Return to:

**East Flagler Mosquito Control District  
210 Fin Way  
Palm Coast, FL 32164**

**Please return no later than April 1, 2022.**

CATHERINE D. ROBINSON  
MAYOR

JOHN ROGERS  
VICE-MAYOR

DR. ALVIN B. JACKSON, JR.  
CITY MANAGER



COMMISSIONERS:  
TONYA GORDON  
TINA-MARIE SCHULTZ  
PETE YOUNG

March 27, 2023

To: Clarke and Dynamic Aviation, Inc. and Ag Air Services:

I, Catherine D. Robinson, serving as the Mayor for the City of Bunnell,  
(Name) (Title) (City)

In the state of Florida, hereby authorize Clarke Environmental Mosquito Management, or their subcontractors, Dynamic Aviation, Inc. and Ag Air Services LLC, to apply insecticides approved and labeled for mosquito control use over congested areas of Flagler County by low-flying aircraft, from March 2023 through December 31, 2023.

Sincerely,

Catherine D. Robinson  
Mayor



## City of Bunnell, Florida

### Agenda Item No. C.4.

Document Date: 3/13/2023 Amount:  
Department: IT Account #:  
Subject: Florida Local Government Cybersecurity Grant Program  
Agenda Section: Consent Agenda:  
Goal/Priority: Technology

#### **ATTACHMENTS:**

Description	Type
Sample Agreement	Exhibit

#### **Summary/Highlights:**

Permission to apply for the Florida Local Government Cybersecurity Grant Program.

#### **Background:**

Florida has made historic investments in cybersecurity funding, including \$30 Million for a competitive grant to equip local governments with cybersecurity capabilities. This program is intentionally and flexibly designed with options to meet the unique needs of local governments from Pensacola to Key West, regardless of capabilities, resources, or challenges.

#### **Staff Recommendation:**

Staff recommends approval

#### **City Attorney Review:**

Approved

#### **Finance Department Review/Recommendation:**

Finance recommends approval.

#### **City Manager Review/Recommendation:**

Approved.

## **Grantee Data Sharing Agreement**

**between**

**Florida Department of Management Services**

**and**

**GRANTEE**

This Data Sharing Agreement (“DSA”) is between the Florida Department of Management Services, on behalf of the Florida Digital Service (“FLDS”), and the GRANTEE (“Grantee”). FLDS and Grantee are referred to herein individually as a “Party” or collectively as the “Parties.”

### **Purposes**

FLDS and Grantee enter into this DSA in accordance with the Program. Grantee desires to utilize software licenses, applications, and solutions, as applicable, in connection with one or more projects (the “Projects”) as described in one or more riders attached hereto (the “Project Rider” or collectively the “Project Riders”). This DSA describes the terms and conditions for the use of software licenses, applications, and solutions and protection of Covered Data, including requirements to safeguard the availability, confidentiality, and integrity of Covered Data in furtherance of the security objectives of Chapter 282, F.S.

#### **I. Definitions**

- A. Access – The authorization to inspect, review, transmit, duplicate, communicate with, retrieve data from, or otherwise make use of any Covered Data, regardless of type, form, or nature of storage. "Access" to a computer system or network includes local and remote access, as applicable.
- B. DSA Coordinators – The individuals appointed by the signatories to this DSA as the point of contact for this DSA, who are responsible for ensuring that the Authorized Users comply with the activities identified herein.
- C. Authorized Purpose – The purpose(s) for which an Authorized Third Party may access, use, or disclose the Covered Data.
- D. Authorized Third Party – An individual, state agency, other Florida state or local governmental entity, or a private sector contractor or service provider of the Grantee which receives Covered Data.
- E. Authorized User – An individual granted Access or to use Software Entitlement by either FLDS or Grantee.
- F. Covered Data – The limited subset of security data that is derived from Grantee’s use of any Software Entitlements as defined in the attached Rider(s); an Grantee’s confidential or

proprietary information; and personal information as defined under section 501.171, F.S., and any other applicable privacy or data breach notification laws as may exist.

- G. Data Breach – Either (1) any unauthorized access to, or use or disclosure of, Covered Data for any purpose other than as expressly permitted by this DSA or required by law; or (2) a breach of privacy or of the security of the Covered Data. Good faith access of data by an employee or agent of the Grantee does not constitute a breach of security, provided that the information is not used for a purpose unrelated to the business or subject to further unauthorized use.
- H. County and Municipality Cybersecurity Resiliency Program (“the Program”) – refers to the Program established by the 2021-2022 General Appropriations Act to enhance county and municipal cybersecurity and protect the infrastructure of local governments from threats.
- I. HIPAA - Health Insurance Portability and Accountability Act of 1996.
- J. Information Technology (IT) Coordinators – The individuals appointed by the signatories to this DSA as responsible for data flow and other technology-related considerations under this DSA.
- K. Information Technology Resources – As defined in section 282.0041, Florida Statutes, the data processing hardware and software and services, communications, supplies, personnel, facility resources, maintenance, and training. As used in this DSA, the term also includes the definition for “Information Technology,” as defined in section 282.0041, Florida Statutes, to add equipment, hardware, software, firmware, programs, systems, networks, infrastructure, media, and related material used to automatically, electronically, and wirelessly collect, receive, access, transmit, display, store, record, retrieve, analyze, evaluate, process, classify, manipulate, manage, assimilate, control, communicate, exchange, convert, converge, interface, switch, or disseminate information of any kind or form.
- L. Software Entitlement – Proprietary software provided under this DSA and identified in the Project Rider.

## **II. Responsibilities of the Parties**

- A. **Data Transmission.** Covered Data shall only be transmitted through secure file transfer protocol or other secure transmission methods utilizing a National Institute of Standards and Technology approved means of electronic encryption as well as password protection and in a file format and layout determined by FLDS. Covered Data shall not be transmitted via any other means, including electronic mail. If applicable to any transmission of the Covered Data, both transmitting and receiving Grantee shall completely and permanently remove Covered Data from any temporary transfer location within twenty-four (24) hours of receipt of the Covered Data.

- B. Compliance with Applicable Laws.** Each Party covenants and agrees that, in the performance of this DSA, it shall comply with all applicable federal, state, and local laws, statutes, and regulations including, but not limited to, such laws set forth in Article VI as applicable to a Project and such other data privacy or security laws, all as they exist now and as they may be amended from time to time (“Applicable Laws”). In the event of any notice of a material violation of Applicable Laws, or an investigation into an alleged material violation, the affected Party shall promptly notify the other in writing of such notice.
- C. Compliance with Information Security Standards.** Each Party covenants and agrees to comply with Rule Chapter 60GG-2, Florida Administrative Code (“Security Standards”), with respect to its obligations under this DSA. Grantee shall implement the Security Standards with respect to its obligations under this DSA as an “Agency,” regardless of whether they meet the definition of “Agency” in Rule Chapter 60GG-2, Florida Administrative Code.
- FLDS, Grantee, and Authorized Third Parties shall implement reasonable and appropriate administrative, technical, and physical safeguards to maintain the security and protect the confidentiality, integrity, and availability of Access.
- Grantee shall instruct all its Authorized Users with the opportunity for Access on the safeguards and requirements of the DSA and all applicable federal and state requirements.
- D. HIPAA Business Associate Agreement.** To the extent that a Party is acting as a Business Associate (as defined by HIPAA) of the other Party, the Parties further agree to enter into a Business Associate Agreement as necessary, in the form of a mutually agreed-upon appendix to the DSA.
- E. Incorporation and Compliance with Exhibits, Appendices and Riders, if Applicable.** The Project Riders, and any exhibits or appendices to this DSA are hereby incorporated and made a part hereof and are an integral part of this DSA. Each Rider, Exhibit, and Appendix attached hereto or referred to herein are hereby incorporated in and made a part of this DSA as if set forth in full herein.

### **III. FLDS Role and Responsibilities**

- A. FLDS is responsible for:
1. Processing Covered Data in accordance with the State Cybersecurity Act;
  2. Facilitating data sharing with the Grantee and/or an Authorized Third Party in accordance with this DSA;
  3. Providing the Grantee with the option to utilize Software Entitlements; and
  4. Protecting the integrity of Covered Data obtained by FLDS through Grantee’s use of any of the Software Entitlements. FLDS will not disclose this Covered Data to any third party unless required by law or as otherwise authorized by Grantee.

- B. FLDS will only access, use, or disclose Covered Data, as permitted by Grantee, as required by Applicable Law, or as necessary for completion of its responsibilities under this DSA, including any Project Riders. FLDS will ensure that its Authorized Users only access, use, or disclose Covered Data, as permitted by Grantee, as required by Applicable Law, or as necessary for completion of its responsibilities for any Projects, as assigned by FLDS.
- C. FLDS will exercise reasonable care and no less than the same degree of care FLDS uses to protect its own confidential information to prevent confidential information from being used in a manner that is not expressly a purpose authorized in this DSA or as required by Applicable Law.

#### **IV. Grantee's Role and Responsibilities**

- A. Covered Data is and shall remain the property of Grantee.
- B. Grantee is solely responsible for its Access to and use of Software Entitlements and Covered Data, including:
  - 1. Ensuring a level of security appropriate to the risk in respect of Covered Data;
  - 2. Securing Grantee's and its Authorized Users' systems and devices that can Access FLDS systems and Software Entitlements and complying with the Security Standards;
  - 3. Selecting and/or ensuring that Grantee has selected its Authorized Users; activating and deactivating the Access, credentials, and privileges of its Authorized Users; and managing access controls to the FLDS system and Software Entitlements in a timely manner in accordance with the Security Standards;
  - 4. Securing the account authentication credentials, systems, and devices of Grantee personnel who the Grantee designates to be Authorized Users;
  - 5. Managing the compliance of its Authorized Users with the Grantee's established security measures and as required by Applicable Law;
  - 6. Maintaining audit logs, as deemed necessary by the Grantee to demonstrate compliance with its obligations under this DSA;
  - 7. Backing up Covered Data, if required by law or Grantee policy; and
  - 8. Ensuring that it and its Authorized Users remain in compliance with the terms and conditions of any Software Entitlements.
- C. FLDS is not responsible for, and has no obligation for:
  - 1. Selecting or verifying Grantee's Authorized Users, activating or deactivating the Access or credentials of Authorized Users; or

2. Protecting Covered Data that Grantee elects to store or transfer outside of FLDS's and its sub-processors' systems (for example, offline or on-premises storage).

## **V. Unauthorized Disclosure/Data Breach**

- A. In the event of a Data Breach of the Covered Data while in Grantee's (or an Authorized Third Party's) custody or control or as a result of Grantee's (or an Authorized Third Party's) access to or use of the Covered Data, which requires the provision of notice in accordance with section 501.171, F.S., or other Applicable Law (including, but not limited to, HIPAA), the Parties agree as follows:
  1. Grantee shall notify FLDS of the Data Breach not more than 24 hours after discovery that a Data Breach has occurred or is reasonably likely to have occurred.
  2. Grantee (or its Authorized Third Party) shall be responsible for all costs related to the Data Breach including FLDS' and/or Grantee's (or an Authorized Third Party's) costs of complying with all legal requirements, including the requirements for Data Breach notification under Applicable Law, as well as defending any claims, actions, or lawsuits related thereto.
  3. If a Data Breach is subject to the notice provisions of section 501.171, F.S., or Applicable Law, the Parties agree to cooperate and work together to ensure full legal compliance and to provide breach notification to the extent required by Applicable Law. Grantee shall use its best and diligent efforts to identify the individuals entitled to receive notice of the Data Breach and obtain the names and mailing information of such individuals, so that FLDS and/or Grantee are able to distribute the notices within the legally required time periods. FLDS and/or Grantee, as applicable, shall bear its internal administrative and other costs incurred in identifying the affected individuals and their mailing information.
  4. In the event of a Data Breach, including the privacy or security of the Covered Data, while in the custody or control of the Grantee, if the Grantee must provide notice as a result of the requirements contained in section 501.171, F.S., or other Applicable Law, the Grantee shall submit a draft of the notice to FLDS for prior review and approval of the contents of the notice, prior to disseminating the notice. Such approval shall not be unreasonably delayed or withheld.
- B. If Grantee experiences a breach of the security of its systems that results in a breach of the security of FLDS's systems ("FLDS Breach"), Grantee shall be responsible for all costs related to the FLDS Breach including FLDS's costs of complying with all legal requirements, including any costs for data breach notification under section 501.171, F.S., or Applicable Law, as well as defending any claims, actions, or lawsuits against the FLDS related thereto. Grantee, at its own expense, shall cooperate fully with FLDS in the investigation, eradication, remediation, and recovery from the FLDS Breach.
- C. If FLDS experiences a breach of the security of its systems that results in a breach of the security of Grantee's systems ("Grantee Breach"), FLDS shall be responsible for all costs related to the Grantee Breach including Grantee's costs of complying with all legal



requirements, including the requirements for data breach notification under section 501.171, F.S., or Applicable Law, as well as defending any claims, actions or lawsuits related thereto. FLDS, at its own expense, shall cooperate fully with Grantee in the investigation, eradication, remediation, and recovery from the Grantee Breach.

- D. If either FLDS or Grantee is obligated under this Section to pay costs incurred by the other Party, the Party required to pay such costs shall submit a draft of the legal notifications and other public communications to the other Party for prompt review and approval of the contents prior to disseminating the notification or communication. Such approval shall not be unreasonably delayed or withheld.
- E. The Parties understand and agree the provisions of this DSA relating to the protection and security of the Covered Data constitute a material condition of this DSA.

## **VI. Additional Terms Applicable to Certain Circumstances.**

- A. The Parties shall define the type of Covered Data to be utilized in connection with each Project as set forth in the attached Project Rider(s). Such Covered Data may include confidential or sensitive information that is subject to additional confidentiality or security requirements as set forth in this Article VI and such Project Rider. In the event of a conflict between the terms and conditions of this Article VI and the remainder of the DSA, the terms and conditions of Article VI shall control. Moreover, a Project may include the use of information described in more than one of the provisions set forth in this Article VI, or it may include the use of information not described in this Article VI. In the event of a conflict between or among the terms and conditions of Subsections B, C, D or E of this Article VI, the more restrictive terms and conditions shall apply unless otherwise provided by Applicable Law or guidance by the applicable regulatory enforcement agencies or bodies.
- B. **CJIS.** The terms and conditions of this Section VI.B. apply when Covered Data involved in a Project includes criminal justice information.
  - 1. CJIS Covered Data. Covered Data may also include, but shall not be limited to, CJIS Covered Data. For purposes of this DSA, CJIS Covered Data shall mean criminal justice information that is provided by the Federal Bureau of Investigation (FBI) Criminal Justice Information Services (CJIS) system and that is necessary for law enforcement and civil agencies to perform their missions, including, but not limited to, biometric, identity history, biographic, property, and case/incident history data.
  - 2. Disclosure of CJIS Covered Data. The disclosure of CJIS Covered Data under the DSA, as modified by this section, is governed by the CJIS Security Policy, available at <https://www.fbi.gov/services/cjis/cjis-security-policy-resource-center>. In accordance with the CJIS Security Policy and 28 CFR Part 20, use of the CJIS system under the DSA is restricted to: detection, apprehension, detention, pretrial release, post-trial release, prosecution, adjudication, correctional supervision, rehabilitation of accused persons or criminal offenders, and other legally authorized purposes.

3. Training. The Parties agree to work together to provide Authorized Users with confidentiality, privacy, and security training regarding access, use, and disclosure requirements for the CJIS Covered Data under the CJIS Security Policy.
  4. Access Requirements. Unique authorization is required for Access to the CJIS Covered Data and must be properly authenticated and recorded for audit purposes, including CJIS security and other applicable audit requirements.
- C. **HIPAA and State Protected Health Information**. The terms and conditions of this Section VI.C. apply when Covered Data involved in a Project includes protected health information and such other sensitive health information, the disclosure of which may be limited or restricted by law, including, but not limited to, mental health and drug and alcohol related information.
1. PHI Covered Data. Covered Data may also include, but shall not be limited to, PHI Covered Data. For purposes of this DSA, “PHI Covered Data” shall mean “protected health information” or “PHI,” as such term is defined by HIPAA. PHI shall include, but shall not be limited to, any other medical or health-related information that is afforded greater protection under more restrictive federal or state law, including, but not limited to, the Substance Abuse and Mental Health Services Act (SAMSHA), located at 42 C.F.R. Part 2, the Florida Mental Health Act (the Baker Act), located at Fla. Stat. § 394.451 – 394.47892, and the Hal S. Marchman Alcohol and Other Drug Services Act, located at Fla. Stat. § 397.301 et seq.
  2. Disclosure of PHI Covered Data. The disclosure of PHI Covered Data under the DSA, as modified by this section, is governed by HIPAA and more restrictive federal or state law, as applicable. Accordingly, the disclosure of PHI Covered Data under the DSA is permitted only with the consent of the individual who is the subject of the PHI Covered Data, by court order that meets the requirements of applicable law, and for other purposes as permitted by Applicable Law.
  3. Business Associate Agreement. To the extent that FLDS is a “Business Associate” of Grantee, as such term is defined under HIPAA, the Parties agree to enter into a mutually agreeable Business Associate Agreement.
  4. Training. The Parties agree to work together to provide Authorized Users with confidentiality, privacy, and security training regarding access, use, and disclosure requirements for the PHI Covered Data under HIPAA and more restrictive federal or state law, to the extent applicable.
  5. Access Requirements. Unique authorization is required for Access and must be properly authenticated and recorded for audit purposes, including HIPAA audit requirements and other audit requirements under more restrictive federal or state law, to the extent applicable.
- D. **FERPA**. The terms and conditions of this Section VI.D. apply when Covered Data includes student education records as defined by the Family Educational Rights and Privacy Act, 20

USC §1232g, and its implementing regulations set forth at 34 CFR Part 99 (collectively, “FERPA”).

1. FERPA Covered Data. Covered Data may also include, but shall not be limited to, FERPA Covered Data. For purposes of this DSA, “FERPA Covered Data” shall mean student education records as defined by FERPA).
  2. Disclosure of FERPA Covered Data. The disclosure of FERPA Covered Data under the DSA, as modified by this section, is governed by FERPA. Accordingly, the disclosure of FERPA Covered Data under the DSA is permitted with parent or eligible student consent and, without such consent, in the following circumstances: (i) to school officials with legitimate educational interest; (ii) to other schools to which a student is transferring; (iii) to specified officials for audit or evaluation purposes; (iv) to appropriate parties in connection with financial aid to a student; (v) to organizations conducting certain studies for or on behalf of the school; (vi) to accrediting organizations; (vii) to comply with a judicial order or lawfully issued subpoena; (viii) to appropriate officials in cases of health and safety emergencies; (ix) to state and local authorities, within a juvenile justice system, pursuant to specific state law; and (x) as otherwise provided by FERPA.
  3. Training. The Parties agree to work together to provide Authorized Users with confidentiality, privacy, and security training regarding access, use, and disclosure requirements for the FERPA Covered Data under FERPA.
  4. Access Requirements. Unique authorization is required for Access and must be properly authenticated and recorded for audit purposes, including FERPA and any other applicable audit requirements.
- E. **DPPA**. The terms and conditions of this Section VI.E. apply when Covered Data includes motor vehicle record information.
1. DPPA Covered Data. For purposes of the DSA, Covered Data may include, but shall not be limited to, DPPA Covered Data. For purposes of this DSA, “DPPA Covered Data” shall mean motor vehicle information as set forth in the Driver Privacy Protection Act, 18 U.S.C. § 2721 (“DPPA”).
  2. Disclosure of DPPA Covered Data. The disclosure of DPPA Covered Data under the DSA, as modified by this section, is governed by DPPA. DPPA prohibits the disclosure of personal information, as defined in 18 U.S.C. § 2725(3), that is contained in motor vehicle records, but such information may be used by any government agency, such as FLDS and Grantee, in carrying out its functions. Such personal information may not be re-disclosed by FLDS or Grantee, however, except in accordance with the permissible uses set forth at 18 U.S.C. § 2721(b). With certain limited exceptions, DPPA further prohibits the disclosure of highly restricted personal information, as defined in 18 U.S.C. § 2725(4), without the express consent of the individual who is the subject of such information. In accordance with section 119.0712(2)(d)(2), F.S., the emergency contact information contained in a motor vehicle record, without the

express consent of the person to whom such emergency contact information applies, may be released only to: (a) law enforcement agencies for purposes of contacting those listed in the event of an emergency; or (b) a receiving facility, hospital, or licensed detoxification or addictions receiving facility pursuant to sections 394.463(2)(a) or 397.6772(1)(a), F.S., for the sole purpose of informing a patient's emergency contacts of the patient's whereabouts. E-mail addresses that are collected by the Florida Department of Highway Safety and Motor Vehicles also may not be disclosed pursuant to Section 119.0712(2)(c), F.S.

3. Training. The Parties agree to work together to provide Authorized Users with confidentiality, privacy, and security training regarding access, use, and disclosure requirements for the DPPA Covered Data under DPPA and the Florida Statutes referenced above.
4. Access Requirements. Unique authorization is required for Access and must be properly authenticated and recorded for audit purposes, including, but not limited to, compliance with these terms and conditions.

## **VII. Duration of DSA and Designation of DSA Coordinators**

- A. This DSA will be effective on the date on which fully executed by both Parties and will terminate as set forth herein.
- B. The DSA may be mutually terminated by written agreement of the Parties or unilaterally by either party, without cause, provided the terminating party serves the other party's DSA Coordinator with written notice of an intent to terminate the DSA in no less than thirty (30) calendar days from the date such notice is sent.
- C. In the event either party (the "Breaching Party") fails to fully comply with the terms and conditions of this DSA, the other party ("Terminating Party") may terminate the DSA upon no less than twenty-four (24) hours (excluding Saturday, Sunday, and Holidays) notice in writing to the Breaching Party. Such notice may be issued without providing an opportunity for cure if it specifies the nature of the noncompliance and states that provision for cure would adversely affect the interests of the State or is not permitted by law or regulation. Otherwise, notice of termination will be issued after a Breaching Party's failure to fully cure such noncompliance ten (10) days following the date of a written notice of noncompliance issued by the Terminating Party specifying the nature of the noncompliance and the actions required to cure such noncompliance. The Terminating Party's failure to demand performance of any provision of this DSA shall not be deemed a waiver of such performance. The Terminating Party's waiver of any one breach of any provision of this DSA shall not be deemed to be a waiver of any other breach and neither event shall be construed to be a modification of the terms and conditions of this DSA. The provisions herein do not limit the Terminating Party's right to remedies at law or in equity.
- D. The DSA Coordinators and IT Coordinators for this DSA are:

FLDS DSA Coordinator:

Adam Taylor  
2555 Shumard Oak Boulevard

Tallahassee, FL 32399  
[Adam.Taylor@dms.fl.gov](mailto:Adam.Taylor@dms.fl.gov)  
850-728-6075

FLDS IT Coordinator:

Jeremy Rodgers  
2555 Shumard Oak Boulevard  
Tallahassee, FL 32399  
[Jeremy.Rodgers@dms.fl.gov](mailto:Jeremy.Rodgers@dms.fl.gov)  
850-509-9919

Grantee's DSA Coordinator:

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Grantee's IT Coordinator:

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## **VIII. Amendments and Changes**

- A. With the exception of changes to DSA and/or IT Coordinator designations, any changes, alterations, deletions, or additions to the terms set forth in this DSA must be by written amendment executed by all Parties. Changes to the DSA and/or IT Coordinator designations may be accomplished by providing email change notification that is acknowledged by both Parties.
- B. The Parties agree to follow and be bound by the terms and conditions of any policy decisions or directives from the federal and state agencies with jurisdiction over the use of the data described herein upon receipt of written notice directing that such rules, policy decisions, or directives apply to this DSA.

## **IX. Inspection of Records**

Each Party shall permit the other Party and any other applicable state and federal representatives with regulatory oversight over the other Party, or their designees, to conduct inspections described in this paragraph, or to make on-site inspections of records relevant to this DSA to ensure compliance with any state and federal law, regulation, or rule. Such inspections may take place with notice during normal business hours wherever the records are maintained. Each Party shall ensure a system is maintained that is sufficient to permit an audit of such Party's compliance with this DSA and the requirements specified above. Failure to allow such inspections constitutes a material breach of this DSA. This DSA may be terminated in accordance with Section VII.C. for a material breach.

## **X. Governing Law and Jurisdiction**

This DSA shall be governed by and construed and enforced in accordance with the laws of the State of Florida and shall be binding upon the Parties hereto in the United States and worldwide. A state court of competent jurisdiction in Leon County, Florida, shall be the exclusive venue for any action regarding this DSA.

## **XI. Grantee Additional Terms**

- A. Assignment and Contractors. Grantee shall not sell, assign, or transfer any of its rights, duties, or obligations under this DSA. Grantee shall ensure all contractors that have Access to Covered Data or Software Entitlements comply with all requirements of this DSA. The Software Entitlements shall not be Accessible by, or deployed on, Information Technology Resources not owned, employed, or controlled by Grantee.
- B. Inspector General and Chief Inspector General. Grantee understands its, and its contractors' (if any), duty, pursuant to sections 20.055(5) and 14.32, F.S., to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing. Upon request of the Inspector General or any other authorized State official, and without charge,

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Grantee must provide any type of information the official deems relevant to Grantee's integrity or responsibility. Such information may include, but will not be limited to, Grantee's business or financial records, documents, or files of any type or form that refers to or relates to this DSA. Grantee shall facilitate interviews with employees or contractors and provide access to facilities.

Grantee agrees to reimburse the State for the reasonable costs of investigation incurred by the Inspector General or other authorized State official for investigations of Grantee's compliance with the terms of this DSA or any other agreement between Grantee and the State that results in the suspension or debarment of Grantee. Such costs will include, but will not be limited to, salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees.

**[signature page follows]**

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**IN WITNESS WHEREOF**, the Parties hereto execute this DSA as of this \_\_ day of \_\_\_\_\_, 2023.

**FLORIDA DEPARTMENT OF MANAGEMENT SERVICES**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**GRANTEE**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_



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### RELEVANT FLORIDA STATUTES (2022)

Section 282.0051(1), Florida Statutes (F.S.), in relevant part, grants the Department of Management Services (Department), through the Florida Digital Service (FLDS), authority to develop and publish information technology policy for the management of the state's information technology resources; develop an enterprise architecture that acknowledges the unique needs of the entities within the enterprise in the development and publication of standards and terminologies to facilitate digital interoperability; establish best practices for the procurement of information technology products and cloud-computing services in order to reduce costs, increase the quality of data center services, or improve government services; and conduct annual assessments of state agencies to determine compliance with all information technology standards and guidelines developed and published by the department and provide results of the assessments to the Executive Office of the Governor, the President of the Senate, and the Speaker of the House of Representatives.

Section 282.0051(3), F.S., in relevant part, requires the Department, through the FLDS, to create, not later than December 1, 2022, and maintain a comprehensive indexed data catalog in collaboration with the enterprise that lists the data elements housed within the enterprise and the legacy system or application in which these data elements are located; develop and publish, not later than December 1, 2022, in collaboration with the enterprise, a data dictionary for each agency that reflects the nomenclature in the comprehensive indexed data catalog; adopt, by rule, standards that support the creation and deployment of an application programming interface to facilitate integration throughout the enterprise, standards necessary to facilitate a secure ecosystem of data interoperability that is compliant with the enterprise architecture, and standards that facilitate the deployment of applications or solutions to the existing enterprise system in a controlled and phased approach.

Section 282.0051(5), F.S., stipulates that the Department, through the FLDS, may not retrieve or disclose any data without a shared-data agreement in place between the Department and the enterprise entity that has primary custodial responsibility of, or data-sharing responsibility for, that data.

Section 282.318(3), F.S., in relevant part, names the Department, through the FLDS, the lead entity responsible for establishing standards and processes for assessing state agency cybersecurity risks and determining appropriate security measures, and requires the Department, through the FLDS, to adopt rules that mitigate risks; safeguard state agency digital assets, data, information, and information technology resources to ensure availability, confidentiality, and integrity; and support a security governance framework; and requires the Department, through the FLDS, to designate an employee of the FLDS as the state chief information security officer responsible for the development, operation, and oversight of cybersecurity for state technology systems who shall be notified of all confirmed or suspected incidents or threats of state agency information technology resources and must report such incidents or threats to the state chief information officer and the Governor; develop, and annually update by February 1, a statewide cybersecurity

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strategic plan that includes security goals and objectives for cybersecurity, including the identification and mitigation of risk, proactive protections against threats, tactical risk detection, threat reporting, and response and recovery protocols for a cyber incident; and develop and publish for use by state agencies a cybersecurity governance framework that, at a minimum, includes guidelines and processes for:

1. Establishing asset management procedures to ensure that an agency's information technology resources are identified and managed consistent with their relative importance to the agency's business objectives.
2. Using a standard risk assessment methodology that includes the identification of an agency's priorities, constraints, risk tolerances, and assumptions necessary to support operational risk decisions.
3. Completing comprehensive risk assessments and cybersecurity audits, which may be completed by a private sector vendor, and submitting completed assessments and audits to the department.
4. Identifying protection procedures to manage the protection of an agency's information, data, and information technology resources.
5. Establishing procedures for accessing information and data to ensure the confidentiality, integrity, and availability of such information and data.
6. Detecting threats through proactive monitoring of events, continuous security monitoring, and defined detection processes.
7. Establishing agency cybersecurity incident response teams and describing their responsibilities for responding to cybersecurity incidents, including breaches of personal information containing confidential or exempt data.
8. Recovering information and data in response to a cybersecurity incident. The recovery may include recommended improvements to the agency processes, policies, or guidelines.
9. Establishing a cybersecurity incident reporting process that includes procedures for notifying the department and the Department of Law Enforcement of cybersecurity incidents.
10. Incorporating information obtained through detection and response activities into the agency's cybersecurity incident response plans.
11. Developing agency strategic and operational cybersecurity plans required pursuant to this section.
12. Establishing the managerial, operational, and technical safeguards for protecting state government data and information technology resources that align with the state agency risk management strategy and that protect the confidentiality, integrity, and availability of information and data.

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13. Establishing procedures for procuring information technology commodities and services that require the commodity or service to meet the National Institute of Standards and Technology Cybersecurity Framework.
14. Submitting after-action reports following a cybersecurity incident or ransomware incident. Such guidelines and processes for submitting afteraction reports must be developed and published by December 1, 2022.

Section 282.318(3), F.S., additionally requires the Department, through the FLDS, to operate and maintain a Cybersecurity Operations Center led by the state chief information security officer, which must be primarily virtual and staffed with tactical detection and incident response personnel and shall serve as a clearinghouse for threat information and coordinate with the Department of Law Enforcement to support state agencies and their response to any confirmed or suspected cybersecurity incident.

Section 282.318(4), F.S., in relevant part, requires each state agency head to conduct, and update every three years, a comprehensive risk assessment to determine the security threats to the data, information, and information technology resources, including mobile devices and print environments, of the agency; develop, and periodically update, written internal policies and procedures, which include procedures for reporting cybersecurity incidents and ransomware incidents to the Cybercrime Office of the Department of Law Enforcement and the FLDS (such policies and procedures must be consistent with the rules, guidelines, and processes established by the Department to ensure the security of the data, information, and information technology resources of the agency); the internal policies and procedures that, if disclosed, could facilitate the unauthorized modification, disclosure, or destruction of data or information technology resources are confidential information and exempt from section 119.07(1), F.S., except that such information shall be available to the Auditor General, the Cybercrime Office of the Department of Law Enforcement, the FLDS, and, for state agencies under the jurisdiction of the Governor, the Chief Inspector General; implement managerial, operational, and technical safeguards and risk assessment remediation plans recommended by the department to address identified risks to the data, information, and information technology resources of the agency; the Department, through the FLDS, shall track implementation by state agencies upon development of such remediation plans in coordination with agency inspectors general; and develop a process for detecting, reporting, and responding to threats, breaches, or cybersecurity incidents which is consistent with the security rules, guidelines, and processes established by the Department through the FLDS.

Section 119.0725, F.S., establishes that records related to agency cybersecurity information are confidential and exempt from section 119.07(1), F.S., and s. 24(a), Art. I of the State Constitution. Section 282.318(5), F.S., further establishes that the portions of risk assessments, evaluations, external audits, and other reports of a state agency's cybersecurity program for the data, information, and information technology resources of the state agency which are held by a state agency are confidential and exempt from section 119.07(1), F.S., and s. 24(a), Art. I of the State Constitution if the disclosure of such

*This sample agreement is not required for submission with your grant application. A data sharing agreement will need to be executed within 30 days of award.*

portions of records would facilitate unauthorized access to or the unauthorized modification, disclosure, or destruction of:

- (a) Data or information, whether physical or virtual; or
- (b) Information technology resources, which include:
  1. Information relating to the security of the agency's technologies, processes, and practices designed to protect networks, computers, data processing software, and data from attack, damage, or unauthorized access; or
  2. Security information, whether physical or virtual, which relates to the agency's existing or proposed information technology systems; and

Section 282.318(7), F.S., establishes that portions of records made confidential and exempt in section 282.318(5), F.S., shall be available to the Auditor General, the Cybercrime Office of the Department of Law Enforcement, the FLDS, and, for agencies under the jurisdiction of the Governor, the Chief Inspector General; such portions of records may be made available to a local government, another state agency, or a federal agency for cybersecurity purposes or in furtherance of the state agency's official duties.



## City of Bunnell, Florida

### Agenda Item No. C.5.

Document Date: 3/16/2023 Amount:  
Department: Finance Account #:  
Subject: Approval of Federally Funded Subaward and Grant Agreement DR-4673  
Hurricane Ian  
Agenda Section: Consent Agenda:  
Goal/Priority: Financial Stability/Sustainability

#### **ATTACHMENTS:**

Description	Type
Hurricane IAN Grant Agreement	Contract
Risk Assessment	Exhibit

#### **Summary/Highlights:**

This is a request to approve the Florida Department of Emergency Agreement for Hurricane Ian.

#### **Background:**

The City filed claims with FEMA to be reimbursed for expenses the City incurred preparing for Hurricane Ian and Hurricane Ian recovery efforts. FEMA provides the funding to the State of Florida to disperse. In order for the State of Florida to release funds to the City, these agreements need to be signed and returned to the State.

#### **Staff Recommendation:**

Approval of Federally Funded Subaward and Grant Agreement DR-4673 Hurricane Ian

#### **City Attorney Review:**

Approved

#### **Finance Department Review/Recommendation:**

Finance recommends approval of Federally Funded Subaward and Grant Agreement DR-4673 Hurricane Ian

**City Manager Review/Recommendation:**

Approved.

**FEDERALLY FUNDED SUBAWARD AND GRANT AGREEMENT for DR - 4673 - Hurricane Ian**

The following Agreement is made and information is provided pursuant to 2 CFR §200.332(a)(1):

Subrecipient's name: Bunnell, City Of

Subrecipient's unique entity identifier: \_\_\_\_\_

Federal Award Date: 9/30/2022

Subaward Period of Performance Start and End Date (Cat A-B): Sep 23, 2022- Mar 29, 2023

Subaward Period of Performance Start and End Date (Cat C-G): Sep 23, 2022- Mar 29, 2024

Amount of Federal Funds Obligated by this Agreement: N/A

Total Amount of Federal Funds Obligated to the Subrecipient  
by the pass-through entity to include this Agreement: \_\_\_\_\_

Total Amount of the Federal Award committed to the Subrecipient  
by the pass-through entity: \_\_\_\_\_

Federal award project description (see Federal Funding  
Accountability and Transparency Act (FFATA): Grant for communities to respond to and  
recover from major disasters or  
emergencies and for limited mitigation  
measures.

Name of Federal awarding agency: Department of Homeland Security (DHS)  
Federal Emergency Management Agency  
(FEMA)

Name of pass-through entity: Florida Division of Emergency  
Management (FDEM)

Contact information for the pass-through entity: 2555 Shumard Oak Blvd.  
Tallahassee, FL 32399-2100

Assistance Listing Number (Formerly CFDA Number): 97.036

Assistance Listing Program Title (Formerly CFDA program Title): Bunnell, City Of

THIS AGREEMENT is entered into by the State of Florida, Division of Emergency Management, with headquarters in Tallahassee, Florida (hereinafter referred to as the "Division"), and Bunnell, City Of (hereinafter referred to as the "Subrecipient").

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

- A. The Subrecipient represents that it is fully qualified and eligible to receive these grant funds to provide the services identified herein;
- B. The Subrecipient, by its decision to participate in this grant program, bears the ultimate responsibility for ensuring compliance with all applicable State and Federal laws, regulations and policies, and bears the ultimate consequences of any adverse decisions rendered by the Division, the Federal Awarding Agency, or any other State and Federal agencies with audit, regulatory, or enforcement authority;



C. This Agreement establishes the relationship between the Division and the Subrecipient to allow the Division to pay grant funds to the Subrecipient.

THEREFORE, the Division and the Subrecipient agree to the following:

**(1) APPLICATION OF STATE LAW TO THIS AGREEMENT**

2 CFR § 200.302 provides: "Each state must expend and account for the Federal award in accordance with state laws and procedures for expending and accounting for the state's own funds." Therefore, section 215.971, Florida Statutes, entitled "Agreements funded with federal or state assistance," applies to this Agreement.

**(2) LAWS, RULES, REGULATIONS AND POLICIES**

a. Performance under this Agreement is subject to 2 CFR Part 200, entitled "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards."

b. In addition to the foregoing, the Subrecipient and the Division shall be governed by all applicable State and Federal laws, rules, and regulations. Any express reference in this Agreement to a particular statute, rule, or regulation in no way implies that no other statute, rule, or regulation applies. The applicable statutes, rules, or regulations are the statutes, rules, or regulations in effect at the time of the declaration of the incident through which federal funds are awarded, or as otherwise indicated as retroactively applied.

**(3) CONTACT**

a. In accordance with section 215.971(2), Florida Statutes, the Division's Grant Manager shall be responsible for enforcing performance of this Agreement's terms and conditions and shall serve as the Division's liaison with the Subrecipient. As part of his/her duties, the Grant Manager for the Division shall:

- i. Monitor and document Subrecipient performance; and
- ii. Review and document all deliverables for which the Subrecipient requests payment.

b. The Division's Grant Manager for this Agreement is:

Name            Jennifer Stallings  
Title            Grant Program Manager  
Bureau of       Recovery  
Address:       Florida Division of Emergency Management  
                    2555 Shumard Oak Blvd.  
                    Tallahassee, FL 32399-2100  
Telephone:     (850) 815-4408  
Email:           Jennifer.Stallings@em.myflorida.com

c. The name and address of the Representative of the Subrecipient responsible for the administration of this Agreement is:

Name: Catherine Robinson  
Address: PO Box 756  
                 Bunnell, FL 32110

Telephone: 386-437-7500

Email: crobinson@bunnellcity.us

d. In the event that different representatives or addresses are designated by either party after execution of this Agreement, notice of the name, title, and address of the new representative will be provided to the other party in writing via letter or electronic email.

e. Systems Access: It is the Subrecipient's responsibility to maintain current active users in the Division's grants management system in accordance with Attachment B to this Agreement ("Systems Access Form").

**(4) TERMS AND CONDITIONS**

This Agreement contains all the terms and conditions agreed upon by the parties.

**(5) EXECUTION**

This Agreement may be executed in any number of counterparts, of which may be taken as an original.

**(6) MODIFICATION**

Either party may request modification of the provisions of this Agreement. Changes which are agreed upon shall be valid only when in writing, signed by each of the parties, and attached to the original of this Agreement.

**(7) SCOPE OF WORK**

The Subrecipient shall perform the work as approved by FEMA and provide the necessary documentation to substantiate work completed.

**(8) PERIOD OF AGREEMENT/PERIOD OF PERFORMANCE**

The Period of Agreement establishes a timeframe for all Subrecipient contractual obligations to be completed. Upon execution by both parties, this Agreement shall begin on the first day of the incident period for the disaster applicable to the agreement and shall end upon closeout of the Subrecipient's account for this disaster by the Federal Awarding Agency, unless terminated earlier as specified elsewhere in this Agreement. This Agreement survives and remains in effect after termination for the herein referenced State and Federal audit requirements and the referenced required records retention periods. Work may only be performed during the timeframes established and approved by FEMA for each Category of Work type.

**(9) FUNDING**

a. The amount of total available funding for this subgrant is limited to the amount obligated by the Federal Awarding Agency for all projects approved for this Subrecipient for DR - 4673 - Hurricane Ian. Payments to Subrecipients are contingent upon the granting of budget authority to the Division.

b. Pursuant to section 252.37(5)(a), Florida Statutes, unless otherwise specified in the General Appropriations Act, whenever the State accepts financial assistance from the Federal Government or its agencies under the Federal Public Assistance Program and such financial assistance is conditioned upon a requirement for matching funds, the State shall provide the entire match requirement for state agencies and one-half of the required match for grants to Local governments. **Affected Local governments shall be required to provide one-half of the required match prior to receipt of such financial assistance. Section 252.37, Florida Statutes, does not**

**apply to Subrecipients that are considered Private Non-Profit entities, therefore the entire non-federal share shall be the responsibility of the Private Non-Profit Subrecipient.**

c. The Executive Office of the Governor may approve a waiver to local governments for the Non-Federal match requirement. The local government must apply for the waiver in accordance with Section 252.37(5)(b), Florida Statutes. Local governments must apply for the match waiver independently from their respective County.

**(10) PAYMENT**

a. The payment method used by the Division is either a Cost Reimbursement or an Advance Payment. Advance payments will be governed by Chapter 216, Florida Statutes.

b. The Division's Grant Manager, as required by section 215.971(2)(c), Florida Statutes, shall reconcile and verify all funds received against all funds expended during the grant agreement period and produce a final reconciliation report. The final report must identify any funds paid in excess of the expenditures incurred by the Subrecipient.

**(11) REPAYMENTS**

a. Refunds or repayments of obligated funds may be paid to the Division through check or through a payment plan as approved by the Department of Financial Services. Additionally, FEMA may permit the Division to off-set against other obligated projects where deemed appropriate. In accordance with Chapter 255, Florida Statutes, the Subrecipient has 30 days to repay the funds from the issuance of the invoice from the Division. The Division may impose a 1% per month interest fee for unpaid invoices.

b. All refunds or repayments due to the Division under this Agreement are to be made payable to the order of "Division of Emergency Management," and must include the invoice number and the applicable Disaster and Project number(s) that are the subject of the invoice, and be mailed directly to the following address:

Division of Emergency Management  
Cashier  
2555 Shumard Oak Boulevard  
Tallahassee FL 32399-2100

**(12) RECORDS**

a. As required by 2 CFR § 200.334, and modified by Florida Department of State's record retention requirements (Fla. Admin. Code R. 1B-24.003), the Subrecipient shall retain sufficient records to show its compliance with the terms of this Agreement and all relevant terms and conditions of the award paid from funds under this Agreement, for a period of five (5) years from the date of submission of the final expenditure report. This period may be extended for reasons including, but not limited to, litigation, fraud, or appeal. As required by 2 CFR § 200.303(e), the Subrecipient shall take reasonable measures to safeguard protected personally identifiable information and other information the Federal Awarding Agency or the Division designates as sensitive or the Subrecipient considers sensitive consistent with applicable Federal, State, local, and tribal laws regarding privacy and responsibility over confidentiality.

b. The Subrecipient shall maintain all records for the Subrecipient and for all subcontractors or consultants to be paid from funds provided under this Agreement, including documentation of all program costs, in a form sufficient

to determine compliance with the requirements and objectives of the award and all other applicable laws and regulations.

**(13) AUDITS**

- a. The Subrecipient shall comply with the audit requirements contained in 2 CFR Part 200, Subpart F.
- b. As required by 2 CFR § 200.337(a), “The Federal awarding agency, Inspectors General, the Comptroller General of the United States, and the [Division], or any of their authorized representatives, shall enjoy the right of access to any documents, papers, or other records of the [Subrecipient] which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right also includes timely and reasonable access to the [Subrecipient’s] personnel for the purpose of interview and discussion related to such documents.” The right of access is not limited to the required retention period but lasts as long as the records are retained (2 CFR § 200.337(c)).
- c. As required by 2 CFR § 200.332(a)(5), the Division, the Chief Inspector General of the State of Florida, the Florida Auditor General, or any of their authorized representatives, shall enjoy the right of access to any documents, financial statements, papers, or other records of the Subrecipient which are pertinent to this Agreement, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Subrecipient’s personnel for the purpose of interview and discussion related to such documents.

**(14) REPORTS**

- a. Consistent with 2 CFR § 200.329, the Subrecipient shall provide the Division with quarterly reports and any applicable financial reporting, including reports required by the Federal Funding Accountability and Transparency Act (FFATA). These reports shall include the current status and progress by the Subrecipient and, as applicable, all subcontractors in completing the work described in the Scope of Work and the expenditure of funds under this Agreement, in addition to any other information requested by the Division.

	<b>Reporting Time Period</b>	<b>Subrecipient Report Submittal Deadline</b>
Quarter 1 (Q1)	October 1 – December 31	January 15
Quarter 2 (Q2)	January 1 – March 31	April 15
Quarter 3 (Q3)	April 1 – June 30	July 15
Quarter 4 (Q4)	July 1 – September 30	October 15

- b. The Subrecipient agrees to submit quarterly reports to the Division no later than fifteen (15) days after the end of each quarter of the program year and to submit quarterly reports each quarter until one quarter past the closeout of each project in the Division’s Grant Management System. The ending dates for each quarter of the program year are March 31, June 30, September 30, and December 31.
- c. The closeout report is due sixty (60) days after completion of each project worksheet associated with the applicant executing this Agreement, or sixty (60) days after termination of this Agreement, whichever first occurs.

d. The Subrecipient shall provide additional program reports, updates, or information that may be required by the Division or the Federal awarding agency.

**(15) MONITORING**

a. The Division shall monitor the performance of the Subrecipient under this Agreement to ensure that the Scope of Work is being accomplished within the specified time periods, and that other performance goals are being met.

b. The Subrecipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Division. In the event that the Division determines that an audit of the Subrecipient is appropriate, the Subrecipient agrees to comply with any additional instructions provided by the Division to the Subrecipient regarding such audit.

c. Small Projects, as defined in 44 CFR § 206.203, that are obligated above the Federal Simplified Acquisition Threshold (SAT) will be subject to enhanced oversight and monitoring by the Division as authorized by 2 CFR § 200.332(a)(2).

**(16) LIABILITY**

a. Unless the Subrecipient is a State agency or political subdivision, as defined in section 768.28(2), Florida Statutes, the Subrecipient is solely responsible to third parties it deals with in carrying out the terms of this Agreement. As authorized by section 768.28(19), Florida Statutes, Subrecipient shall hold the Division harmless against all claims of whatever nature by third parties arising from the work performance under this Agreement. For purposes of this Agreement, Subrecipient agrees that it is not an employee or agent of the Division but is an independent contractor.

b. As required by section 768.28(19), Florida Statutes, any Subrecipient which is a State agency or political subdivision, as defined in section 768.28(2), Florida Statutes, agrees to be fully responsible for its negligent or tortious acts or omissions which result in claims or suits against the Division and agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of sovereign immunity by any Subrecipient to which sovereign immunity applies. Nothing herein shall be construed as consent by a State agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

**(17) TERMINATION**

This Agreement terminates upon the completion of all eligible work and payment of all eligible costs in accordance with the Public Assistance Program requirements. The Division and Subrecipient agree that all records will be maintained until the conclusion of any record retention period.

**(18) PROCUREMENT**

a. The Subrecipient must ensure that any procurement involving funds authorized by the Agreement complies with all applicable Federal and State laws and regulations, including 2 CFR §§ 200.318 through 200.327 as well as Appendix II to 2 CFR Part 200 (entitled "Contract Provisions for Non-Federal Entity Contracts Under Federal Awards"). Additional requirements, guidance, templates, and checklists regarding procurement may be obtained through the FEMA Procurement Disaster Assistance Team. Resources found here: <https://www.fema.gov/grants/procurement>.

b. The Subrecipient must include all applicable federal contract terms for all contracts for which federal

funds are received.

If the Subrecipient contracts with any contractor or vendor for performance of any portion of the work required under this Agreement, the Subrecipient must incorporate into its contract with such contractor or vendor an indemnification clause holding the Federal Government, its employees and/or their contractors, the Division, its employees and/or their contractors, and the Subrecipient and its employees and/or their contractors harmless from liability to third parties for claims asserted under such contract.

c. The Subrecipient must monitor and document, in the quarterly report, the contractor's progress in performing its work on its behalf under this Agreement in addition to its own progress.

d. The Subrecipient must ensure all contracts conform to sections 287.057 and 288.703, Florida Statutes, as applicable.

#### **(19) ATTACHMENTS**

a. All attachments to this Agreement are incorporated as if set out fully.

b. In the event of any inconsistencies or conflict between the language of this Agreement and the attachments, the language of the attachments shall control, but only to the extent of the conflict or inconsistency.

c. This Agreement has the following attachments:

- i. Attachment A – Certification Regarding Debarment
- ii. Attachment B – Systems Access Form
- iii. Attachment C – Certification Regarding Lobbying

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

**SUBRECIPIENT:** Bunnell, City Of

By: \_\_\_\_\_

(Signature)

Name: Catherine Robinson

Title: Mayor

Date: 3/14/2023

**STATE OF FLORIDA  
DIVISION OF EMERGENCY MANAGEMENT**

By: \_\_\_\_\_  
Governor's Authorized Representative

Date: \_\_\_\_\_

**Attachment A**

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY  
and VOLUNTARY EXCLUSION**

The Subrecipient certifies, to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
2. Have not within the five-year period preceding entering into this Agreement had one or more public transactions (Federal, State, or Local) terminated for cause or default; and
3. Have not within the five-year period preceding entering into this proposal been convicted of or had a civil judgment rendered against them for:
  - a) the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or Local) transaction or a contract under public transaction, or b) violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property.

The Subrecipient understands and agrees that the language of this certification must be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, contracts under grants, loans, and cooperative agreements) and that all contractors and sub-contractors must certify and disclose accordingly.

The Subrecipient further understands and agrees that this certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into.

\_\_\_\_\_  
By: \_\_\_\_\_  
Signature  
Catherine Robinson - Mayor  
Name and Title  
201 W. Moody Blvd  
Street Address  
Bunnell, FL, 32110  
City, State, Zip  
3/14/2023  
Date

**Bunnell, City Of**  
\_\_\_\_\_  
Subrecipient's Name  
**Z3489**  
\_\_\_\_\_  
DEM Contract Number  
\_\_\_\_\_



**SYSTEMS ACCESS**

The **System Access Form** is submitted with each new disaster or emergency declaration to identify the Subrecipient's contacts for the FDEM Grants Management System in order to enter notes, review notes and documents, and submit the documentation necessary to work the new event. The Systems Access Form is originally submitted as Attachment "B" to the PA Funding Agreement. The Subrecipient is responsible for regularly reviewing its contacts. Contacts should be removed within 14 days of separation, retirement, or are reassignment by the Subrecipient. A new form will only be needed if all listed contacts have separated from the Agency. If a new Systems Access form is submitted, all Agency Representatives currently listed as contacts that are not included on the updated form will be deleted from FDEM Grants Management System for the specified grant. All users must log in on a monthly basis to keep their accounts from becoming locked. **Note: the Systems Access Form is NOT a delegation of authority. A signatory must have an attached delegation of authority as appropriate.**

**Instructions for Completion**

Complete the form in its entirety, listing the name and information for all representatives who will be working in the FDEM Grant Management System. Users will be notified via email when they have been granted access. The user must log in to the FDEM Grants Management System within twelve (12) hours of being notified or their account will lock them out. Each user must log in within a sixty (60) day period or their account will lock them out. In the event you try to log in and your account is locked, users must submit a request for unlocking to [RPA.Help@em.myflorida.com](mailto:RPA.Help@em.myflorida.com).

The form is divided into twelve blocks; each block must be completed where appropriate.

**Block 1:** "Authorized Agent" – This should be the highest authority in your organization who is authorized to sign legal documents on behalf of your organization. A subsequent new Authorized Agent must be designated through a letter on letterhead from the Subrecipient's Authorized Representative. It is recommended to delegate this authority to an organizational staff member to avoid delays in grant management (Only one Authorized Agent is allowed, and this person will have full access/authority unless otherwise requested).

**Block 2:** "Primary Contact" – This is the person designated by your organization to receive all correspondence and is our main point of contact. This contact will be responsible for answering questions, uploading documents, and submitting reports/requests in FDEM Grants Management System. The Authorized Agent may designate a new Primary Contact. (Only one Primary Contact is allowed, and this contact will have full access).

**Block 3:** "Alternate Contact" – This is the person designated by your organization to be available when the Primary is not. Either the Authorized Agent or Primary Contact may designate a new Alternate Contact. (Only one Alternate Contact is allowed, and this contact will have full access).

**Block 4, 5, and 6:** "Other" (Finance/Point of Contact, Risk Management-Insurance, and Environmental-Historic). Providing these contacts is essential in the coordination and communication required between State and Local subject matter experts. We understand that the same agent may be identified in multiple blocks, however we ask that you enter the name and information again to ensure we are communicating with the correct individuals.

**Block 7 – 12:** "Other" (Read Only Access) – There is no limit on "Other" contacts, but we ask that this be restricted to those that are going to actually need to log in and have a role in reviewing the information. This designation is only for situational awareness purposes as individuals with the "Other Read-Only" designation cannot take any action in FDEM Grants Management System.

**Note: The Systems Access Form is NOT a delegation of authority. A signatory must have an attached delegation of authority as appropriate.**

**SYSTEMS ACCESS FORM (CONTACTS)  
FEMA/GRANTEE PUBLIC ASSISTANCE PROGRAM  
FLORIDA DIVISION OF EMERGENCY MANAGEMENT**

**Subrecipient: Bunnell, City Of**

**Box 1: Authorized Agent (Full Access)**

Name **Catherine Robinson**  
Signature  
Organization / Official Position **Mayor**  
Mailing Address **PO Box 756**  
City, State, Zip **Bunnell, FL 32110**  
Daytime Telephone **386-437-7500**  
E-mail Address **crobinson@bunnellcity.us**

**Box 2: Primary Contact (Full Access)**

Name **Alvin Jackson**  
Signature  
Organization / Official Position **City Manager**  
Mailing Address **PO Box 756**  
City, State, Zip **Bunnell, FL 32110**  
Daytime Telephone **386-437-7500**  
E-mail Address **ajackson@bunnellcity.us**

**Box 3: Alternate Contact (Full Access)**

Name **Kristen Bates**  
Signature  
Organization / Official Position **City Clerk**  
Mailing Address **PO Box 756**  
City, State, Zip **Bunnell, FL 32110**  
Daytime Telephone **386-437-7500**  
E-mail Address **kbates@bunnellcity.us**

**Box 4: Other-Finance/Point of Contact (Full Access)**

Name **Deb Winson**  
Signature  
Organization / Official Position **Accountant**  
Mailing Address **PO Box 756**  
City, State, Zip **Bunnell, FL 32110**  
Daytime Telephone **386-437-7500**  
E-mail Address **dwinson@bunnellcity.us**

**Box 5: Other-Risk Mgmt-Insurance (Full Access)**

Name **Kristi Moss**  
Signature  
Organization / Official Position **Finance Director**  
Mailing Address **PO Box 756**  
City, State, Zip **Bunnell, FL 32110**  
Daytime Telephone **386-437-7500**  
E-mail Address **kmoss@bunnellcity.us**

**Box 6: Other-Environmental-Historic (Full Access)**

Name  
Signature  
Organization / Official Position  
Mailing Address  
City, State, Zip  
Daytime Telephone  
E-mail Address

The above contacts may utilize the FDEM Grants Management System to perform the Subrecipient's responsibilities regarding the Public Assistance Grant according to their level of access. The Subrecipient is responsible for ensuring that all contacts are correct and up-to-date.

\_\_\_\_\_  
**Subrecipient Authorized Representative Signature**

\_\_\_\_\_  
**Date**

**SYSTEMS ACCESS FORM (CONTACTS)  
FEMA/GRANTEE PUBLIC ASSISTANCE PROGRAM  
FLORIDA DIVISION OF EMERGENCY MANAGEMENT**

**Subrecipient: Bunnell, City Of**

**Date:**

**Box 7: Other (Read Only Access)**

**Box 8: Other (Read Only Access)**

Name
Signature
Organization / Official Position
Mailing Address
City, State, Zip
Daytime Telephone
E-mail Address

Name
Signature
Organization / Official Position
Mailing Address
City, State, Zip
Daytime Telephone
E-mail Address

**Box 9: Other (Read Only Access)**

**Box 10: Other (Read Only Access)**

Name
Signature
Organization / Official Position
Mailing Address
City, State, Zip
Daytime Telephone
E-mail Address

Name
Signature
Organization / Official Position
Mailing Address
City, State, Zip
Daytime Telephone
E-mail Address

**Box 11: Other (Read Only Access)**

**Box 12: Other (Read Only Access)**

Name
Signature
Organization / Official Position
Mailing Address
City, State, Zip
Daytime Telephone
E-mail Address

Name
Signature
Organization / Official Position
Mailing Address
City, State, Zip
Daytime Telephone
E-mail Address

Subrecipient's Fiscal Year (FY) Start: **Month:** **Day:**

Subrecipient's Federal Employer's Identification Number (EIN) 59-6000285

Subrecipient's Grantee Cognizant Agency for Single Audit Purposes: Florida Division of Emergency Management

Subrecipient's: FIPS Number (If Known) 035-09550-00

**Attachment C**  
**Certification Regarding Lobbying**

**APPENDIX A, 44 CFR PART 18 – CERTIFICATION REGARDING LOBBYING**

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

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

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

The Subrecipient or contractor, \_\_\_\_\_, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

\_\_\_\_\_  
Signature of Subrecipient/contractor's Authorized Official

\_\_\_\_\_  
Name and Title of Subrecipient/contractor's Authorized Official

\_\_\_\_\_  
Date



# RECOVERY BUREAU RISK ASSESSMENT QUESTIONNAIRE

Per 2 CFR § 200.331, the Recovery Bureau Compliance Unit is required to monitor Subrecipients of Public Assistance funds using a risk-based approach to ensure Subrecipients comply with all financial, administrative and programmatic requirements. To determine the necessary type and level of Subrecipient monitoring, the Compliance Unit must first conduct a Risk Assessment.

Please fill out the enclosed questionnaire to assist the Compliance Unit in understanding Subrecipient's prior experience and current grants management structure. This questionnaire must be completed prior to execution of the Subgrant Agreement.

## **Instructions:**

**Select the most accurate answer for each question and provide additional information in the comment sections, if necessary. Return the completed Risk Assessment Questionnaire with the Subgrant Agreement package.**

For questions regarding the Subrecipient Monitoring Program or assistance completing the questionnaire, please contact the Compliance Unit via email at [fdem-pa-compliance@em.myflorida.com](mailto:fdem-pa-compliance@em.myflorida.com).



# RECOVERY BUREAU RISK ASSESSMENT QUESTIONNAIRE

Declaration Number: \_\_\_\_\_

Subrecipient Name (Entity): \_\_\_\_\_

Fiscal Year End Date: \_\_\_\_\_

Risk Assessment Completed by: \_\_\_\_\_ Date: \_\_\_\_\_

1. Has this entity ever been suspended or debarred?

- A. No, this entity has not been suspended or debarred within the last 10 years.
- B. Yes, this entity has been suspended or debarred in the last 4-10 years.
- C. Yes, this entity is currently or has been suspended or debarred within the last 3 years.

Comments:

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2. Has this entity been ever been awarded Federal funding?

- A. Yes, the entity has been awarded Federal funding for at least 5 out of the last 10 years.
- B. Yes, the entity has been awarded Federal funding for 2-4 out of the last 10 years.
- C. No, the entity does not have any experience with a Federal Grants program or has only been awarded Federal funding for 1 year or less out of the last 10 years.

Comments:

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3. Has this entity been awarded Public Assistance funding within the last 10 years?

- A. Yes, this entity has been awarded Public Assistance funding for 2 or more events.
- B. Yes, this entity has been awarded Public Assistance funding for 1 event.
- C. No, this entity has not been awarded Public Assistance funding.

Comments:

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# RECOVERY BUREAU RISK ASSESSMENT QUESTIONNAIRE

4. Does this entity have experience with projects in the Public Assistance Program within the last 10 years?(choose all that apply)
- A. Yes, obligated large projects.
  - B. Yes, obligated small projects.
  - C. No.

Comments:

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5. Was a Federal Single Audit required and performed for this entity's most recent fiscal year?
- A. Yes.
  - B. No, but this entity has been audited by an independent auditor yearly for the last 3 years.
  - C. No, this entity has not been audited yearly for the last 3 years.

Comments:

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6. Has there been turnover within the last year of key personnel responsible for Grants Management (e.g. Chief Executive Officer, Accounting Director, Grant Manager and Personnel Officer)?
- A. No.
  - B. Yes, there has been turnover in one (1) Key Personnel position.
  - C. Yes, there has been turnover in more than one (1) Key Personnel position.

Comments:

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# RECOVERY BUREAU RISK ASSESSMENT QUESTIONNAIRE

7. Do key personnel responsible for Grants Management (e.g. Chief Executive Officer, Accounting Director, Grant Manager and Personnel Officer) have experience with Federal Grants Programs?

- A. Yes, all key personnel have at least one(1) year of experience with Federal Grants Programs.
- B. One (1) key personnel does not have at least 1 year of experience with Federal Grants Programs.
- C. Two (2) or more key personnel do not have at least 1 year of experience with Federal Grants Programs.

Comments:

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8. Is this entity's accounting system automated (e.g. QuickBooks, Sage) AND can track the revenues and expenditures of program funds separately for each project?

- A. Yes.
- B. No. The entity's accounting system is manual, but can track the revenues and expenditures of program funds separately for each project.
- C. No, the entity's accounting system is unable to track the revenues and expenditures of program funds separately for each project.

Comments:

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9. Written Policies and Procedures

This entity has written policies and/or procedures addressing (choose all that apply):

- |                         |                             |
|-------------------------|-----------------------------|
| Accounting              | Ethics                      |
| Conflict of Interest    | Inventory, Property, and    |
| Internal Controls       | Equipment Records Retention |
| Procurement             |                             |
| Timekeeping and Payroll |                             |

Comments:

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# RECOVERY BUREAU RISK ASSESSMENT QUESTIONNAIRE

10. Anticipated Project Amounts by Category of Work: (if known)

Category A: \$ \_\_\_\_\_

Category B: \$ \_\_\_\_\_

Category C: \$ \_\_\_\_\_

Category D: \$ \_\_\_\_\_

Category E: \$ \_\_\_\_\_

Category F: \$ \_\_\_\_\_

Category G: \$ \_\_\_\_\_

Category Z: \$ \_\_\_\_\_

*For FDEM Use Only*

FDEM Comments:

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Risk Assessment Reviewed by: \_\_\_\_\_ Date: \_\_\_\_\_

Preliminary Result:

Risk Rating:



## City of Bunnell, Florida

### Agenda Item No. F.1.

Document Date: 3/2/2023 Amount: \$35,291.03  
Department: Finance Account #: 402-0534-534.4620  
Subject: Resolution 2023-01 Amending the FY 2022/2023 Budget  
Agenda Section: Resolutions: (Legislative):  
Goal/Priority: Increase Economic Base

#### **ATTACHMENTS:**

Description	Type
Resolution 2023-01	Cover Memo

#### **Summary/Highlights:**

Resolution 2023-01 Amending the FY 2022/2023 Budget.

#### **Background:**

Insurance proceeds in the amount of \$35,291.03 were received to repair Solid Waste Truck. The 2019 Solid Waste truck (Unit 941) experienced a catastrophic failure of the packing cylinders. On May 25, 2022, the truck experienced operational failure while out on its daily route. It was taken back to the Fleet yard where metal flakes and debris was found in the vehicle hoses. On May 31, 2022, the truck was towed to One Source Parts in Tampa Florida as they are the only ones able to flush the system and all lines and replace any damaged parts. The mechanic also believes that valve failed, but further exploration of the truck is needed to determine all the parts that have failed. Upon further inspection the failure ha also affect the Curroto can hydraulic system that was on the truck at the time.

#### **Staff Recommendation:**

Adopt Resolution 2023-01 Amending the FY 2022/2023 Budget

#### **City Attorney Review:**

Approved

#### **Finance Department Review/Recommendation:**

Approve the Resolution

**City Manager Review/Recommendation:**

Approved.





## City of Bunnell, Florida

### Agenda Item No. H.1.

Document Date: 3/9/2023 Amount:  
Department: Infrastructure Account #:  
Subject: Request Approval of the Selection Committee Recommendation and to Proceed with Negotiations for the CMAR – WWTF Expansion and BNR Improvements Project  
Agenda Section: New Business:  
Goal/Priority: Infrastructure

#### ATTACHMENTS:

Description	Type
Selection Committee Minutes	Minutes
Award Recommendation Letter	Exhibit
RFQ 2023-01	Bid Package
RFQ 2023-01 PC Construction	Bid Package

#### Summary/Highlights:

Staff is seeking to award the Selection Committee's recommendation and proceed with negotiations with the contractor selected for the Construction Manager at Risk (CMAR) Services for the Wastewater Treatment Facility (WWTF) Expansion and BNR Improvements Project.

#### Background:

Request for Qualifications (RFQ) 2023-01 was issued for CMAR services. Qualification Statements were received on February 24, 2023. The City received one submittal from PC Construction.

The Selection Committee met on March 7, 2023, resulting in the recommendation to engage in negotiations with PC Construction.

The City has funding available through a State Revolving Fund (SRF) loan and various grants that have been awarded.

If PC Construction's 2023-01 submission is selected by the Commission, then Staff will proceed with negotiations for a contract for the CMAR services for the Wastewater Treatment Facility (WWTF) Expansion and BNR Improvements Project with PC Construction.

**Staff Recommendation:**

Approval of the Selection Committee recommendation and to proceed with negotiations for the CMAR – WWTF Expansion and BNR Improvements Project Agreement.

**City Attorney Review:**

Legally sufficient.

**Finance Department Review/Recommendation:**

**City Manager Review/Recommendation:**

Approved.



## **CITY OF BUNNELL**

**CMAR Services – Bunnell WWTF Expansion and BNR Improvements**

# **RFQ 2023.01 Selection Committee Minutes**

**March 7, 2023**

City of Bunnell Selection Committee Members Present:

- Marcus DePasquale, City Engineer
- Mary Anne Atwood, Project Manager
- Dustin Vost, Infrastructure Director
- Kristen Bates, City Clerk
- Kristi Moss, Finance Director
- Ben Fries, Technical Advisor

Bidders Present:       None.

Meeting began at 9:15 AM.

PC Construction was the only submission received. Submission was scored on 7 categories with a possible maximum score of 100 points. Each Committee Member's score was tallied resulting in an average of 88.5.

Kristi Moss was excused from voting as she did not have time to thoroughly review due to existing duties.

Discussion ensued resulting in a recommendation being made by Marcus DePasquale to seek Commission approval to enter into negotiations with PC Construction. Vote was unanimous for the recommendation.

Next Meeting: The Selection Committee will present their recommendation and scores to the City Commission for approval at the March 27, 2023, Commission Meeting at 1769 E Moody Blvd, Bunnell, FL 32110.

Meeting adjourned at 9:26 AM.

CITY OF BUNNELL  
 CMAR - BUNNELL WWTF EXPANSION AND BNR IMPROVEMENTS  
 RFQ 2023-01  
 March 7, 2023

Committee Member Scores	Total Scores					
	<b>PC Construction</b>					
Dustin Vost	88					
Kristi Moss						
Kristen Bates	95					
Marcus DePasquale	89					
Mary Anne Atwood	82					
Total	354					
Averaged Total	88.5					
<b>Contractor Rank</b>	<b>1</b>					



CITY OF BUNNELL  
 CMAR - BUNNELL WWTF EXPANSION AND BNR IMPROVEMENTS  
 RFQ 2023-01  
 March 7, 2023

CATEGORY	POINTS	PC Construction				
<b>Tab 3</b> - Qualifications & Experience of the Project Team	30	20	Would like to see more WWTF projects and experience than the WTP and Reclaim.			
<b>Tab 4</b> - Approach to the Engagement & Project Management	25	25				
<b>Tab 5</b> - Value Engineering, Project Scheduling, Estimating & Communication	20	20				
<b>Tab 6</b> - Quality Control, Sanctions & Adverse Litigation	5	5				
<b>Tab 8</b> - Proposer's Availability and How the Project Will Be Staffed (Labor/Trades)	10	5	Availability and how the project will be staffed lacking.			
<b>Tab 10</b> - References	5	4	Would like to have a letter for similar - CMAR and BNR			
Quality of RFQ Submittal	5	3	No ADA. Tab 2 more than 2 pages. Licenses not included (except one).			
	100	82				

COMMITTEE MEMBER:

Mary Anne Atwood  
 Type or Print Name Here

MEMBER SIGNATURE \_\_\_\_\_

*M. Atwood*

DATE \_\_\_\_\_

3.7.2023

CITY OF BUNNELL  
 CMAR - BUNNELL WWTF EXPANSION AND BNR IMPROVEMENTS  
 RFQ 2023-01

CATEGORY	POINTS	PC Construction				
<b>Tab 3</b> - Qualifications & Experience of the Project Team	30	30				
<b>Tab 4</b> - Approach to the Engagement & Project Management	25	23				
<b>Tab 5</b> - Value Engineering, Project Scheduling, Estimating & Communication	20	20				
<b>Tab 6</b> - Quality Control, Sanctions & Adverse Litigation	5	5				
<b>Tab 8</b> - Proposer's Availability and How the Project Will Be Staffed (Labor/Trades)	10	8				
<b>Tab 10</b> - References	5	5				
Quality of RFQ Submittal	5	4				
	100	95				

COMMITTEE MEMBER:

Kristen Bates  
 Type or Print Name Here

MEMBER SIGNATURE \_\_\_\_\_

DATE 3/2/2023 \_\_\_\_\_

CITY OF BUNNELL  
 CMAR - BUNNELL WWTF EXPANSION AND BNR IMPROVEMENTS  
 RFQ 2023-01

CATEGORY	POINTS	PC Construction					
Tab 3 - Qualifications & Experience of the Project Team	30	28					
Tab 4 - Approach to the Engagement & Project Management	25	23					
Tab 5 - Value Engineering, Project Scheduling, Estimating & Communication	20	17					
Tab 6 - Quality Control, Sanctions & Adverse Litigation	5	4					
Tab 8 - Proposer's Availability and How the Project Will Be Staffed (Labor/Trades)	10	8					
Tab 10 - References	5	5					
Quality of RFQ Submittal	5	4					
	100	89					

COMMITTEE MEMBER:  
 Marcus DePasquale  
Type or Print Name Here

MEMBER SIGNATURE

*Marcus DePasquale*

DATE

3-7-23

CITY OF BUNNELL  
 CMAR - BUNNELL WWTF EXPANSION AND BNR IMPROVEMENTS  
 RFQ 2023-01

CATEGORY	POINTS	PC Construction					
<b>Tab 3</b> - Qualifications & Experience of the Project Team	30	28					
<b>Tab 4</b> - Approach to the Engagement & Project Management	25	24					
<b>Tab 5</b> - Value Engineering, Project Scheduling, Estimating & Communication	20	16					
<b>Tab 6</b> - Quality Control, Sanctions & Adverse Litigation	5	4					
<b>Tab 8</b> - Proposer's Availability and How the Project Will Be Staffed (Labor/Trades)	10	8					
<b>Tab 10</b> - References	5	5					
Quality of RFQ Submittal	5	3					
	100	88					

COMMITTEE MEMBER:

*Dustin Vost*

Type or Print Name Here

MEMBER SIGNATURE



DATE

*3/7/2023*

March 7, 2023



Mr. Dustin Vost  
Infrastructure Manager  
City of Bunnell  
P.O. Box 756  
Bunnell, Florida 32110

Re: Recommendation to Award CMAR Contract for the  
Bunnell WWTF Expansion and BNR Improvements Project  
RFQ No. 2023-01

Dear Dustin:

The City of Bunnell issued RFQ Solicitation No. 2023-01 on January 24, 2023 requesting Contractors to submit sealed qualifications for Construction Manager at Risk (CMAR) Services - Bunnell WWTF Expansion and BNR Improvements in accordance with FDEP SRF requirements. Only one (1) submittal was received by the City Clerk prior to the submittal due date due to the following: the majority of the contractors building these types of projects are extremely busy; there is currently a severe shortage of skilled labor to construct these types of projects; one contractor who was going to submit won another job and decided not to submit; and another decided not to submit as they were going after two other large wastewater projects. The one Proposer who submitted, based on the City's RFQ solicitation, is a joint venture of PC Construction (lead) and Sawcross Contractors & Engineers (sub). In reviewing the RFQ submittal, the four (4) Bunnell selection committee members scored the firm independently and collectively awarded the joint venture team with 354 points (out of possible 400 points) - copy of the tabularized scoring sheet is attached. The selection committee made the following comments based on reviewing the RFQ submittal document and/or visiting a few treatment facilities built by the construction firms:

- The PC/Sawcross Team is very qualified for this type of wastewater treatment plant work based on their expertise and the projects that they have completed for other municipalities.
- References are very impressive.
- The PC/Sawcross Team is very knowledgeable and based on their references, the firms did a great job in completing the treatment facility work, and the firms appear easy to work with.
- Their project approach is very well thought out and they have the skills available to conduct a detailed value engineering analysis of the proposed improvements.
- They realize the criticality of the project and have the labor force to get the job done.

CPH, LLC has worked with both firms (PC Construction and Sawcross Contractors & Engineers) on wastewater and water treatment projects throughout Florida as indicated below:

Contractor	Recent CPH Design Projects Constructed by the Firms
PC Construction	Palm Coast MBR WRF No. 2
SawCross Contractors & Engineers	Sanford Main WTP Improvements
	Sanford North WRF - Tertiary Filtration System Improvements
	Sanford North WRF - Ground Storage Tank Site Work
	Sanford Vacuum Collection System Improvements
	Flagler Beach WWTF - Valve Replacements and Secondary Clarifier Modifications
PC/Sawcross (Joint Venture)	Flagler Beach WWTF - Screw Press Improvements (current project - State Grant)
	Wildwood 6.0 MGD BNR WRF (new treatment facility)
	Flagler Beach WWTF - BNR Improvements and Facility Expansion

We have reviewed the RFQ submittal by the PC/Sawcross Team, and based on our knowledge of the firms and their capabilities, we recommend that the City of Bunnell accept and authorize award of the CMAR contract to them for the Bunnell WWTF Expansion and BNR Improvements Project. Upon approval of the award recommendation by the City Commission, the next step will be to begin negotiations with them to develop a price to complete Task Order No. 1, per the CMAR RFQ document (Article 15.2), for preconstruction services for the proposed WWTF improvements.

If you have any questions or need additional information from regarding this matter, please do not hesitate to contact me.

Sincerely,

**CPH, LLC**



Benjamin M. Fries  
Vice-President/Program Manager  
CPH, LLC  
500 West Fulton Street  
Sanford, FL 32771

[bfries@cphcorp.com](mailto:bfries@cphcorp.com)  
[bfries1@bighthouse.com](mailto:bfries1@bighthouse.com)

**REQUEST FOR QUALIFICATIONS**  
**CONSTRUCTION MANAGER AT RISK SERVICES**

RFQ No. 2023-01

Bunnell WWTF Expansion and BNR Improvements

March 7, 2023 at 9:15 am

**CMAR Contractor No. 1: PC Construction/Sawcross**

Tab	Evaluation Criteria	Points	Reviewer No. 1	Reviewer No. 2	Reviewer No. 3	Reviewer No. 4
3	Qualifications and Experience of the Project Team	30	28	28	20	30
4	Approach to the Engagement and Project Management	25	24	23	25	23
5	Value Engineering, Project Scheduling, Estimating and Communication	20	16	17	20	20
6	Quality Control, Sanctions and Adverse Litigation	5	4	4	5	5
8	Proposer's Availability and how the Project will be Staffed (Labor/Trades)	10	8	8	5	8
10	References	5	5	5	4	5
---	Quality of RFQ Submittal	5	3	4	3	4
<b>Total Proposal Points Allocation (Per Evaluation Committee Member):</b>		<b>100</b>	<b>88</b>	<b>89</b>	<b>82</b>	<b>95</b>
<b>Total Proposal Points for CMAR Contractor No. 1:</b>			<b>354</b>			

**REQUEST FOR QUALIFICATIONS  
CONSTRUCTION MANAGER AT RISK SERVICES**

**RFQ No. 2023-01**

**Bunnell WWTF Expansion and BNR Improvements**

**ADDENDUM No. 1**



**City of Bunnell  
604 East Moody Blvd., Suite 6  
Bunnell, FL 32110**

**January 24, 2023**

**(386) 437-7500 (Phone)**



Addendum No. 1  
January 24, 2023

**CONSTRUCTION MANAGER AT RISK (CMAR) SERVICES**  
**FOR THE**  
**BUNNELL WWTF EXPANSION AND BNR IMPROVEMENTS**  
**(RFQ 2023-01)**

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PREPARED BY

CPH, LLC  
500 WEST FULTON STREET  
SANFORD, FL 32772-2808

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To: Prospective CMAR Contractors and Other Concerned Parties

This Addendum No. 1 to the existing CMAR RFQ Document (published on January 10, 2023) for the Bunnell WWTF Expansion and BNR Improvements (RFQ No. 2023-01) is hereby declared a part of the Original CMAR RFQ Documents and in case of conflict, the following Addendum No. 1 shall govern. All CMAR Proposers shall acknowledge on Form No. 2 (Proposer's Certification), receipt and conformance with Addendum No. 1.

This Addendum consists of two (2) pages, including the cover sheet.

**ITEM No. 1:** Delete the existing CMAR RFQ Document published on January 10, 2023 and replace it with the attached CMAR RFQ Document dated January 24, 2023.

All prospective CMAR Proposers shall note that the new CMAR RFQ Submittal date has also been changed to February 24, 2023.

**REQUEST FOR QUALIFICATIONS**  
**CONSTRUCTION MANAGER AT RISK SERVICES**

**RFQ No. 2023-01**

**Bunnell WWTF Expansion and BNR Improvements**

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**City of Bunnell**  
**604 East Moody Blvd., Suite 6**  
**Bunnell, FL 32110**

**January 24, 2023**

**(386) 437-7500 (Phone)**

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**REQUEST FOR QUALIFICATION STATEMENTS (RFQ) FOR  
CONSTRUCTION MANAGER AT RISK (CMAR) SERVICES –  
BUNNELL WWTF EXPANSION AND BNR IMPROVEMENTS  
RFQ NO: 2023-01**

NOTICE IS HEREBY GIVEN THAT THE CITY OF BUNNELL IS ACCEPTING SEALED QUALIFICATION STATEMENTS FROM QUALIFIED FIRMS OFFERING TO PROVIDE CONSTRUCTION MANAGEMENT AT RISK (CMAR) SERVICES FOR THE BUNNELL WWTF EXPANSION AND BNR IMPROVEMENTS PROJECT.

NOTICE SHALL BE POSTED IN THE DAYTONA NEWS JOURNAL. INTERESTED PARTIES MAY OBTAIN THE CMAR RFQ DOCUMENTS ON THE DEMANDSTAR WEBSITE AT [WWW.DEMANDSTAR.COM](http://WWW.DEMANDSTAR.COM), AND THE CITY'S WEBSITE AT [WWW.BUNNELLCITY.US/BIDS](http://WWW.BUNNELLCITY.US/BIDS)

YOU ARE HEREBY INVITED TO SUBMIT A SEALED QUALIFICATION STATEMENT COMPLETE WITH ALL INFORMATION REQUESTED BY MAIL OR COURIER SERVICE TO THE OFFICE OF THE CITY CLERK OF THE CITY OF BUNNELL.

**SUBMIT QUALIFICATION STATEMENTS  
TO: KRISTEN BATES – CITY CLERK**

**MAILING ADDRESS:**  
Bunnell City Clerk  
P. O. Box 756  
Bunnell, Florida 32110

**WALK-IN DELIVERY ADDRESS:**  
Bunnell City Clerk  
604 E Moody Blvd., Suite 6  
Bunnell, Florida 32110

<b>TIMETABLE:</b>	Date of Distribution:	January 23, 2023
	Last Date for Questions:	February 3, 2023
	RFQ Submittals Due:	February 24, 2023, at 10:00 AM
	*RFQ Opening:	February 24, 2023, at 10:30 AM

\* RFQ Opening will be held at:  
Versie Lee Mitchell Community Center  
405 E Drain St; Bunnell, FL 32110

Proposers must indicate on the sealed envelope containing their submittal the information described in Article 13.3 of the CMAR RFQ Document that follows.

**REQUEST FOR QUALIFICATIONS STATEMENTS (RFQ)**  
**CONSTRUCTION MANAGER AT RISK (CMAR) SERVICES –**  
**BUNNELL WWTF EXPANSION AND BNR IMPROVEMENTS**  
**RFQ No. 2023-01**

**CITY OF BUNNELL - UPFRONT DOCUMENTS**

**GENERAL CONDITIONS**

**CONTACT:** All prospective Applicants are hereby instructed not to contact any member of the City of Bunnell City Commission, City Manager, or City Staff members other than the Mary Anne Atwood ([matwood@bunnellcity.us](mailto:matwood@bunnellcity.us)) regarding this RFQ at any time prior to the posting on the websites (DemandStar and City of Bunnell) of the final evaluation and recommended ranking by City staff for this project. Any such contact shall be cause for rejection of your Proposal.

**PUBLIC ENTITY CRIMES:** 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 or Proposal on a contract to provide any goods or services to a public entity, may not submit a Bid or Proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit Bids or Proposals on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO, for a period of 36 months from the date of being placed on the convicted vendor list.

**CODE ETHICS FOR PUBLIC OFFICERS AND EMPLOYEES:** Pursuant to Florida Statutes, any Public Officer, or Employee of the City of Bunnell will abide by all ethical requirements as outlined in Chapter 112, Part III.

**DISCRIMINATION:** Pursuant to Section 287.134(2)(a), Florida Statutes, an entity or affiliate who has been placed on the discriminatory vendor list may not submit a Bid or Proposal on a contract to provide any goods or services to a public entity, may not submit a Bid or Proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit Bids or Proposal on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity.

**PUBLIC RECORDS/NON-CONFIDENTIALITY OF BIDS AND/OR PROPOSALS:** The City of Bunnell cannot and does not warrant the confidentiality of any information submitted in response to this solicitation. Florida law provides that municipal records shall, at all times, be open for personal inspection by any person, Section 119.01, F.S. Information, and materials received by the City of Bunnell in connection with all Proposers' response shall be deemed public records subject to public inspection upon notice of an intended decision, or thirty (30) days after Bid/Proposal opening, whichever occurs first. Section 119.071, F.S.

**PUBLIC RECORDS COMPLIANCE.** Proposer agrees that, to the extent that it may "act on behalf" of the City within the meaning of Section 119.0701(1)(a), Florida Statutes in providing its services for the City, it shall:

- (a) Keep and maintain public records required by the public agency to perform the service.
- (b) Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Proposer does not transfer the records to the public agency.
- (d) Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the Proposer or keep and maintain public records required by the public agency to perform the service. If the Proposer transfers all public records to the public agency upon completion of the contract, the Proposer shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Proposer keeps and maintains public records upon completion of the contract, the Proposer shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

**PUBLIC RECORDS COMPLIANCE INDEMNIFICATION.** Proposer agrees to indemnify and hold the City harmless against any and all claims, damage awards, and causes of action arising from the Proposer's failure to comply with the public records disclosure requirements of Section 119.07(1), Florida Statutes, or by Proposer's failure to maintain public records that are exempt or confidential and exempt from the public records disclosure requirements, including, but not limited to, any third party claims or awards for attorneys' fees and costs arising therefrom. Proposer authorizes the public agency to seek declaratory, injunctive, or other appropriate relief against Proposer in Flagler County Circuit Court on an expedited basis to enforce the requirements of this section.

**SUBMISSION OF PROPOSALS:** All Proposals shall be submitted in a sealed envelope. The Request for Qualification Statements (RFQ) must include all of the information provided in the following RFQ Document. The delivery of said Proposal to the prescribed delivery point on or before the specified opening date and time is solely and strictly the responsibility of the Proposer. Any Proposal received at the prescribed delivery point after the specified date and time will not be accepted. Proposals must meet all of the submission requirements stated herein. No other forms will be accepted. Telephone, Email, and Fax Proposals will not be considered. No Proposal may be modified after opening. No Proposal may be withdrawn after opening.

**DELAYS:** The City of Bunnell, at its sole discretion, may delay the scheduled due dates indicated above, and identified within this document, if it is to the advantage of the City to do so. The City will post notification of any and all changes in scheduled due dates on-line at the City of Bunnell website at [www.bunnellcity.us/bids](http://www.bunnellcity.us/bids) and on the DemandStar website at [www.demandstar.com](http://www.demandstar.com).

**ADDENDUM:** Should revisions to the RFQ documents become necessary, the City will post addenda information on-line at the City of Bunnell website ([www.bunnellcity.us/bids](http://www.bunnellcity.us/bids)) and the DemandStar website ([www.demandstar.com](http://www.demandstar.com)). All Proposers should check the City of Bunnell website and Demand Star website to verify information regarding Addenda. It is the sole responsibility of the Proposer to ensure he/she obtains information related to Addenda.

**EXECUTION OF RFQ:** Proposal must contain a manual signature of authorized representative in the space(s) provided. Proposals must be typed or printed. The company name and Federal Employer Identification Number (F.E.I.N.) shall appear in the space(s) provided.

**RFQ OPENING:** Proposals shall be opened at the time, date, and place specified in the RFQ, and the name of the Proposer shall be read aloud publicly.

**RFQ TABULATION:** A copy of the RFQ tabulation (scoring and ranking of the submittals) shall be posted to the City of Bunnell ([www.bunnellcity.us/bids](http://www.bunnellcity.us/bids)) and DemandStar ([www.demandstar.com](http://www.demandstar.com)) websites.

**CLARIFICATION/CORRECTION OF RFQ ENTRY:** The City of Bunnell reserves the right to allow for the clarification of questionable entries and for the correction of obvious mistakes. Any permitted correction shall be initialed by the Proposer.

**INTERPRETATION/QUESTIONS:** Any questions concerning conditions and specifications shall be directed in writing to Mary Anne Atwood, Project Manager at 604 East Moody Blvd., Suite 6, (P.O. Box 756), Bunnell, FL 32110 or via email at [matwood@bunnellcity.us](mailto:matwood@bunnellcity.us). Those interpretations/questions, which may affect the eventual outcome of this Proposal, along with the answers rendered will be electronically posted on the City website ([www.bunnellcity.us/bids](http://www.bunnellcity.us/bids)) and on DemandStar ([www.demandstar.com](http://www.demandstar.com)) in the form of an addendum. It is the sole responsibility of each Proposer to monitor the City's website ([www.bunnellcity.us/bids](http://www.bunnellcity.us/bids)) for any and all addendums. No interpretation shall be considered binding unless provided in writing by the City of Bunnell.

**MINORITY POLICIES:** The City of Bunnell, Florida, encourages the full participation of Disadvantaged and Women Business Enterprises (D&WBE) in the provision of goods and services.

**TAXES:** The City of Bunnell is exempt from Federal Excise Taxes and all sales taxes.

**ASSIGNMENT:** Any contract issued pursuant to an RFQ and the monies that may become due there under are not assignable except with the prior written approval of the City Manager or City Commission, whichever authorized the purchase order or contract.

**LIABILITY:** The Proposer shall hold and save the City of Bunnell, its officers, agents, and employees harmless against claims by third parties resulting from the Proposer's breach of contract or negligence, including all attorney's fees and costs, and shall pay any and all damages, fees, and costs assessed on behalf of the City. The City expressly reserves all rights, privileges, and benefits of sovereign immunity.

**LICENSES:** Proposers, both corporate and individual, must be fully licensed and certified in the State of Florida at the time of submittal of RFQ for the type of goods/services to be provided. Should the Proposer not be fully licensed and certified, his/her RFQ submittal shall be rejected. If applicable, any permits, licenses, or fees required shall be the responsibility of the Proposer. No separate or additional payment will be made for these costs. Adherence to all applicable code regulations, Federal, State, County, City, etc., are the responsibility of the Proposer.

Copies of the required licenses must be submitted with the proposal response indicating that the entity proposing, as well as the team assigned to the City account, are properly licensed to perform the activities or work included in the contract documents. A winning Proposer will be required to obtain a business tax receipt from the City of Bunnell.

**EQUAL EMPLOYEMENT OPPORTUNITY:** Title VII of the Civil Rights Act of 1964 protects individuals against employment discrimination based on race and color as well as national origin, sex, or religion.

**AWARDS:** The City reserves the right, in its sole discretion, as the best interest of the City may require, to make award(s) by individual item, group of items, all or none, or a combination thereof; on a geographical basis and/or with one or more Proposers. The City reserves the right to waive any irregularities, and to re-advertise as may be determined to be in the best interest of the City.

**ADDITIONAL TERMS AND CONDITIONS:** Unless expressly accepted by the City, only the terms and conditions in this document shall apply; No additional terms and conditions included with the RFQ response shall be considered. Any and all such additional terms and conditions shall have no force and effect and are inapplicable to this RFQ if submitted either purposely through intent or design, or inadvertently appearing separately in transmittal letters, specifications, literature, price lists or warranties. It is understood and agreed that the general and/or any special conditions in these RFQ documents are the only conditions applicable to this RFQ and the Proposer's authorized signature on the Request for Qualification Response Form attests to this. Exceptions to the terms and conditions will not be accepted. The City of Bunnell reserves the right to reject Proposals containing any additional terms or conditions not specifically requested in the original conditions and specifications.

**FUND AVAILABILITY:** Any contract executed for the services set forth in this RFQ shall be subject to fund availability. The City anticipates the use of the federal grant and SRF funding for all or part of this project. By submission of a response to this RFQ, the successful Contract acknowledges and agrees to incorporate all FDEP State Revolving Fund (SRF) Supplementary Conditions for Construction and Materials/Equipment Procurement requirements as needed. This includes but is not limited to, Davis Bacon Wage Rates and American Iron & Steel Requirements.

**E-VERIFY COMPLIANCE.** Proposer shall comply with Section 448.095, Fla. Stat., in that Proposer is registered with and uses the E-Verify system to verify the work authorization status of all newly hired employees, that in accordance with such statute, Proposer certifies that it shall require from each of its sub-proposers an affidavit stating that the sub-proposer does not employ, contract with, or subcontract with an unauthorized alien, and that Proposer is otherwise in compliance with Sections 448.09 and 448.095, Fla. Stat.

**COMPLIANCE/CONSISTENCY WITH SCRUTINIZED COMPANIES PROVISIONS OF FLORIDA STATUTES.** Proposer shall comply with Section 287.135(2)(a), Florida Statutes, which prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of any amount if, at the time of contracting or renewal, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, or is engaged in a boycott of Israel. Section 287.135(2)(b), Florida Statutes, further prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services over one million dollars (\$1,000,000) if, at the time of contracting or renewal, the company is on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, both created pursuant to section 215.473, Florida Statutes, or the company is engaged in business operations in Cuba or Syria. Proposer shall not be listed on any of the following: (i) the Scrutinized Companies that Boycott Israel List, (ii) Scrutinized Companies with Activities in Sudan List, or (iii) the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Proposer shall not engage in a boycott of Israel or engaged in business operations in Cuba or Syria. Proposer understands that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject Proposer to civil penalties, attorney's fees, and/or costs. Proposer further understands that any contract with City for goods or services of any amount may be terminated at the option of City if Proposer (i) is found to have submitted a false certification, (ii) has been placed on the Scrutinized Companies that Boycott Israel List, or (iii) is engaged in a boycott of Israel. And, in addition to the foregoing, if the amount of the contract is one million dollars (\$1,000,000) or more, the contract may be terminated at the option of City if the company is found to have submitted a false certification, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with



Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria.

**LENGTH OF AGREEMENT:** The contract period will remain in effect until the final written acceptance of project is sent to the Proposer by the City. Contract renewals are not applicable to this **RFQ**.

**CHANGES TO SCOPE OF WORK:** Either party may propose changes to the scope or time schedule of the Work or Services under a Task Assignment which shall be submitted to the other party in writing for consideration of feasibility and the likely effect on the cost and schedule for performance of the Work or Services. The parties shall mutually agree upon any proposed changes, including resulting equitable adjustments to costs and schedules for the performance of the Services. The agreed changes shall be documented, in one or more Amendments to the Task Assignment. If despite good faith negotiations the parties are unable to agree to the terms of an amendment to a task assignment, the parties shall follow the dispute resolution process provided in the Agreement.

**TIME IS OF THE ESSENCE:** Time is of the essence with respect to completion of the Bunnell WWTF Expansion and BNR Improvements project due to the age and condition of the facility infrastructure and equipment. CMAR services for the project will be separated into the following Task Orders:

1. Task Order No. 1: Pre-construction services associated with the proposed project improvements.
2. Task Order No. 2: Construction phase services associated with the proposed project improvements.

**NO-CONTACT PERIOD:** Selection Committee members, City Commissioners, and City personnel are not to be contacted prior to the public meeting at which the City Commission will decide to approve or reject the final recommendation presented to it by the Infrastructure Director. At the discretion of the City, failure to comply with this requirement will be grounds for disqualification.

Specifically, this NO-CONTACT PERIOD shall commence on the date of the advertisement of the RFQ and continue through and include the date the City Commission makes its determination to approve or reject the final recommendations.

For each purpose related to this Agreement and each Task Order, Consultant, Contractor(s), subcontractor(s), or sub consultants shall be independent contractors with respect to the City and nothing herein shall create any association, partnership, joint venture, or agency relationship between them. City and the CMAR Contractor shall exhaust all methods to resolve issues, including but not limited to, the Dispute Resolution procedures in the Agreement before any action is taken to declare the City or Consultant in default of the Agreement.

**MISCELLANEOUS:** Project Task Orders are described in Article 15 of this CMAR RFQ document. Upon completion of Task Order No. 1 - Preconstruction Services for the Proposed WWTF Improvements, development of an "open book" Project GMP, and award of Task Order No. 2 - Construction Services for the Proposed WWTF Improvements, the successful Respondent will be required to furnish and pay for a Security Bond, one hundred percent (100%) Performance, Payment, and Material and Workmanship Bonds that are to be recorded by the Respondent, with the Clerk of the Court, Flagler County, Florida. **All Respondents are required to complete and submit the Forms included in Appendix B of this RFQ.** No responses received after the time and date specified for the RFQ submittal will be considered. The City of Bunnell, Florida reserves the right to reject any and all proposals, to waive any and all non-substantial irregularities in RFQ submittals received, whenever such waiver or rejection is in the best interest of the City. RFQ submittals shall be addressed as specified in Article 13 of this RFQ document.

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### **APPENDICES**

- A Overview of the Existing Bunnell WWTF and Proposed Improvements**
- B Required Forms to be Submitted**



**CITY OF BUNNELL, FL**  
**REQUEST FOR QUALIFICATIONS (RFQ)**  
**CONSTRUCTION MANAGEMENT AT RISK SERVICES (CMAR) -**  
**BUNNELL WWTF EXPANSION AND BNR IMPROVEMENTS**

**1. INTENT AND GENERAL INFORMATION**

1.1 Request for Qualifications

Sealed qualifications will be received by the City of Bunnell by the City Clerk at 604 East Moody Blvd, Suite 6, Bunnell, FL 32110, **until 10 am (EST) on February 24, 2023**. Proposers shall take careful notice of the following conditions of this RFQ:

- Submissions by fax, email, or other electronic media will not be accepted under any circumstances. Late RFQ submissions will not be accepted under any circumstances.
- Proposers may withdraw and/or replace qualifications at any time until the deadline for submission of qualifications.
- **All Proposer questions received by 5 pm (EST) on February 3, 2023 will be considered.** Questions will not be answered over the phone. Questions regarding the RFQ process must be made, in writing, and submitted via e-mail, to Mary Anne Atwood, Project Manager, at [matwood@bunnellcity.us](mailto:matwood@bunnellcity.us).
- Do not attempt to contact any Evaluation Committee member, City Commissioner, City staff member, or any person other than Mary Anne Atwood, Project Manager, for questions relating to this project and RFQ. Anyone attempting to lobby City of Bunnell representatives shall be disqualified.
- Any Proposer affected adversely by an intended decision with respect to the award of a contract related to this RFQ and project, shall file with the City Clerk's Office for the City of Bunnell, a written notice of intent to file a protest not later than seventy-two (72) hours (excluding Saturdays, Sundays, and legal holidays), after the posting of the rankings. Protest procedures may be obtained in the City Clerk's Office between 8 am - 5 pm, Monday through Friday.
- ***It is the sole responsibility of each Proposer to monitor the City's website ([www.bunnellcity.us/bids](http://www.bunnellcity.us/bids)) and the DemandStar website ([www.demandstar.com](http://www.demandstar.com)) for any and all documents, including addendums.***



## 1.2 Qualifications Documents

Each Proposer shall carefully examine the RFQ, Scope of Work and other applicable documents and inform himself/herself thoroughly regarding any and all conditions and requirements that may in any manner affect their submittal, project cost, progress or performance to be performed under a CMAR Contract with the City. Ignorance on the part of the Proposer will in no way relieve him/her of the obligations and responsibilities assumed under the RFQ and any potential CMAR Contract with the City.

Proposers shall deliver a complete CMAR RFQ submittal to the City of Bunnell by the required deadline, meet the RFQ submittal requirements, and **include all required forms (Appendix B)** as detailed herein.

## 2. PURPOSE

The City of Bunnell (herein after, "City") has issued this Request for Qualifications (hereinafter, "RFQ") with the sole purpose and intent of obtaining qualifications from interested and qualified individuals or firms offering to provide **Construction Management at Risk (CMAR) services for the Bunnell WWTF Expansion and BNR improvements**. A Proposer may be referred to herein as the Contractor, Proposer or Respondent either with capitalization or without.

A detailed summary of the existing Bunnell WWTF and project description of the proposed BNR improvements is contained herein in this RFQ document (Appendix A). An award, if made, will be made to the best overall Proposer(s) whose qualifications submittal is most advantageous to the City, taking into consideration the evaluation criteria set forth in this RFQ. The Project Engineer (CPH, LLC) for the proposed project work has generated Contract Documents for the required facility improvements that has been approved by City Staff and is currently working with the City under a separate contract.

## 3. PROJECT BACKGROUND

The existing Bunnell WWTF is classified as a Secondary Treatment Facility (Category III, Class C) utilizing the Carrousel oxidation ditch modification of the activated sludge process to treat the raw wastewater from the service area and is operating under FDEP Operations Permit No. FL0020907. The Bunnell WWTF was originally constructed in 1971 (old ring steel WWTF tankage) with an expansion in 2005 (Carrousel oxidation ditch system and clarifiers). However, a significant portion of the facility infrastructure is aging, outdated, failing and needs to be replaced and upgraded to meet current and future regulatory requirements.

The existing facility processes include manual screening, flow equalization, secondary treatment via a Carrousel oxidation ditch system (0.60 MGD AADF), a secondary anoxic and reaeration basin (BTU No. 2), secondary clarification, high-level disinfection using sodium hypochlorite, dechlorination using sodium bisulfite, and discharge to either the reclaimed water



distribution system or surface water discharge to Haw Creek and Black Branch. The sludge treatment system consists of aerobic digestion and a dewatering system (Sludge Mate).

The Bunnell WWTF Expansion and BNR Improvements project will be funded by a State Revolving Fund (SRF) Loan from the Florida Department of Environmental Protection (FDEP), grants, and US Army Corps of Engineers (USACE) funding. Neither the State of Florida, USACE, nor any of its departments, agencies or employees is or will be a party to this RFQ or any resulting Contract. The Contractor shall be required to abide by the FDEP Supplementary Conditions (Construction and Materials/Equipment Procurement), USACE conditions, Davis-Bacon wage rates (weekly certified payrolls) and the American Iron and Steel requirements.

#### 4. INQUIRIES

Direct any and all questions related to this RFQ for the Bunnell WWTF Expansion and BNR Improvements project to Mary Anne Atwood, Project Manager, and submit such questions in writing, via e-mail to her at [matwood@bunnellcity.us](mailto:matwood@bunnellcity.us). Please include the page and paragraph number for each question in order to ensure that questions asked are responded to correctly. **Questions shall be submitted no later than February 3, 2023 at 5:00 pm (EST)**. Questions will not be answered over the phone or by e-mail.

The only official answer or position of the City will be stated in writing from the City Clerk and/or Project Manager. Questions asked, along with the answers rendered will be electronically posted on the City of Bunnell website ([www.bunnellcity.us/bids](http://www.bunnellcity.us/bids)) and on DemandStar ([www.demandstar.com](http://www.demandstar.com)) in the form of an addendum. It is the sole responsibility of each Proposer to monitor the City and DemandStar websites for any and all addendums.

#### 5. METHOD OF SOURCE SELECTION

The City is using the competitive sealed qualifications method of source selection for this procurement. Each submittal will be reviewed to determine if it is responsive to this RFQ. Submittals deemed to be non-responsive may be rejected without being evaluated by the Evaluation Committee. The Evaluation Committee, appointed by the City Manager, shall be comprised of a minimum of three (3) City employees and will make a recommendation to the City Commission who will make the final CMAR Contractor selection. An RFQ Submittal which has been signed, submitted and contains all the required information and filled-out forms will be deemed responsive. Poor formatting, poor documentation, incomplete or unclear information may be considered as a substandard submission and may adversely impact the evaluation of the Proposer's submittal. Proposers who fail to comply with the required and/or desired elements of this RFQ do so at their own risk.

The City may, as it deems necessary, conduct discussions with Proposers for the purpose of clarification to assure full understanding of, and responsiveness to, the RFQ requirements.





Selection will be based on the criteria as defined within this RFQ. **The City has the absolute ability to select the Proposer strictly based on the written CMAR RFQ submittals only** due to the time sensitive nature of this project. A Proposer's submittal shall be complete and provide evidence of their ability to provide complete, thorough, and comprehensive responses and information to each of the components of this RFQ. Proposers should not withhold any information from their written RFQ submittal to the City as oral presentations/interviews may not be conducted. However, if after review of the RFQ submittals by the Evaluation Committee, the City decides to conduct in-person interviews (at the City's sole discretion), a short-list of Proposers will be developed, short-listed Proposers notified, and in-person interviews conducted at City Hall, within one-week of the short-listing and Proposer notification.

## 6. PRE-SUBMITTAL CONFERENCE

A pre-submittal conference **will not be conducted** as part of this CMAR RFQ solicitation.

## 7. CMAR RFQ TIMETABLE

Listed below are the important dates and times, associated with this RFQ, by which the actions noted must be completed. All dates are subject to change at the sole discretion of the City. If the City finds it necessary to change any of these dates or times prior to the RFQ submittal due date, the change(s) will be accomplished by addendum and will be posted to the City's website ([www.bunnellcity.us/bids](http://www.bunnellcity.us/bids)) and DemandStar ([www.demandstar.com](http://www.demandstar.com)). It is the sole responsibility of the Proposer to monitor the City's website ([www.bunnellcity.us/bids](http://www.bunnellcity.us/bids)) and DemandStar ([www.demandstar.com](http://www.demandstar.com)) for all RFQ-related documents and addendums.

Event	Date
Issue CMAR RFQ Solicitation	January 24, 2023
Last Date for Receipt of Written Questions from Proposer's	February 3, 2023 (5 pm, EST)
Addendums Issued (as necessary) - No Later Than	February 7, 2023
CMAR RFQ Submittal Date	February 24, 2023 (10 am, EST)
Evaluation Committee Meeting to Review and Rank Submittals	March 7, 2023
Respondent Presentations (If Necessary)	To be Determined (TBD)
Notice of CMAR Contractor Recommendation	To be Determined (TBD)
City Commission Hearing Date for CMAR Contractor Award	To be Determined (TBD)



## 8. GENERAL DESCRIPTION/SCOPE OF WORK

### 8.1 General

The City of Bunnell is soliciting responses to this RFQ from qualified individuals or firms to provide professional Construction Management at Risk (CMAR) services for the City's WWTF Expansion and BNR Improvements. The WWTF is located at 305 South Tolman Street, Bunnell, FL. An overview of the existing Bunnell WWTF and a description of the proposed WWTF Expansion and Biological Nutrient Removal (BNR) improvements is presented in Appendix A of this CMAR RFQ document.

The CMAR Contractor will serve as the City's representative and work with the City's Project Engineer (CPH, LLC) which will be providing services under a separate contract with the City. The City will require the CMAR Contractor to provide pre-construction services such as production of budget estimates, value engineering, analysis of the design documents for constructability, coordination, detailing, materials, systems (electrical, mechanical, life safety, communications etc.), and development of a Guaranteed Maximum Price (GMP) proposal (open-book approach), based on the ninety percent (90%) complete Construction Documents.

The cost of the work will include all costs related to complete the project work, including a proposed percentage fee for overhead and profit, which will be negotiated within the not-to-exceed percentage for the project. The CMAR Contractor will be required to seek competitive bids for all subcontracted work and materials, which will be included as part of the GMP. The City Clerk will work closely with the CMAR Contractor to establish a procedure to be used for soliciting and selecting subcontractors as well as material suppliers. The CMAR Contractor may self-perform work associated with the project; however, they will be required to submit their bid for the proposed work and two additional bids from other subcontractors/firms to the City Clerk and Project Engineer to review (lowest price will be selected to perform the work).

The City is a governmental agency under Florida Law and exempt from Federal Excise and State of Florida Sales Tax and shall exercise its right to recover sales tax through the Owner Direct Purchase (ODP) process.

Proposer's shall be capable of obtaining and providing Security, Performance, Payment, and Material and Workmanship bonds for the Project. Upon reaching an agreement on the initial terms of the Contract (Task Order No. 1), the successful Contractor shall provide a Security Bond to the City, in the amount of 5% of the initial GMP (developed by the CMAR Contractor). The Security Bond will ensure that the all required project bonds and insurance will be acquired by the CMAR Contractor once the final GMP is mutually agreed upon by both parties (Task Order No. 2).



## 8.2 General Services to be Provided

### A. Preconstruction Work Scope

#### 1. Progress Meetings

The CMAR Contractor shall attend project meetings with City Staff and the Project Engineer (CPH, LLC) at regularly scheduled intervals throughout the Preconstruction Phase.

Frequent (weekly/bi-weekly) Project Team meetings are anticipated prior to the City's acceptance of the mutually agreed upon "open book" Guaranteed Maximum Price (GMP).

#### 2. Timeline

The CMAR Contractor shall prepare an estimating and permitting timeline outlining the tasks required during the Preconstruction Phase.

#### 3. Estimates/Estimating - Design Development

The CMAR Contractor shall prepare an updated cost estimate based on the Contract Drawings and Technical Specifications within (30) calendar days of receipt of the existing Contract drawings and specifications. The CMAR Contractor shall prepare an updated estimate after the Value Engineering and Constructability Workshop, based on the seventy-five percent (75%) Contract Drawings and Technical Specifications within thirty (30) calendar days of receipt of the drawings and technical specifications. Any significant deviations from the previous cost estimate relative to quantities, costs and schedule will be identified along with a suggested action plan to realign the project with the budget. The estimate will be a detailed and comprehensive exercise further narrowing the scope of assumptions and qualifications.

#### 4. Guaranteed Maximum Price (GMP) Estimate

90% Construction Documents: At ninety percent (90%) completion of the Construction Documents, the CMAR Contractor shall submit the Guaranteed Maximum Price (GMP) Estimate within forty-five (45) calendar days of receipt of the ninety percent (90%) contract drawings and technical specifications for the proposed facility expansion and BNR improvements. The cost estimate will be a summary of general conditions, general requirements, insurance, bonds, fees, costs of the work and actual subcontractor proposals tabulated with detailed scope completeness and accuracy, along with assumptions and qualifications.



5. Value Engineering and Constructability

The CMAR Contractor shall thoroughly review the Contract Documents and then meet with City Staff and the Project Engineer for a Value Engineering and Constructability Workshop. Concurrent with each estimate, the CMAR Contractor shall submit a detailed list of value engineering options, complete with estimated costs and schedule impacts.

The CMAR Contractor shall also provide the City and Project Engineer with continual input addressing constructability, availability of materials, supply chain issues, qualified trades for specialized systems, comparative cost/benefit analyses for various project systems, construction means and methods and budget/schedule impact as specific phases of the overall design are developed to ensure the development and completion of Contract Documents within the budget and schedule limitations.

6. Subcontractor Bid Package and Procurement

The CMAR Contractor will develop comprehensive and competitively bid packages for each construction trade during the GMP subcontractor bidding. The City Clerk and FDEP SRF Loan Manager shall approve the process used by the CMAR Contractor for noticing, accepting and awarding subcontracts for each of the trades. The CMAR Contractor shall select at least three (3) qualified subcontractor bidders (or self-performed work plus two subcontractor bids); shall diligently work to include local area businesses; identify long-lead delivery materials and equipment; work with the City to identify qualified vendors and complete subcontractor and vendor negotiations after GMP approval and the construction services agreement is finalized.

The successful CMAR Contractor agrees that prior to issuance of any construction bidding, the FDEP SRF program manager will be provided general draft bid documents for review.

B. Construction Work Scope

Following negotiation of a Guaranteed Maximum Price (GMP) and execution of a Construction Services Contract with a mutually agreed upon GMP, the CMAR Contractor shall become the General Contractor and manage all facets of construction as agreed to in the Construction Services Contract.

For more detailed information regarding the General Contractor's Scope of Work, refer to Article 15, Contract and Task Order Approval.



## 9. TERMS AND CONDITIONS OF THE CONTRACT

The City will develop a Contract based upon negotiations with the successful CMAR Contractor. The CMAR Contractor shall be required to return a signed City Contract to the City Clerk.

A Contract resulting from this RFQ shall be subject to the terms and conditions set forth in a City Contract, FDEP SRF conditions, USACE conditions, and any terms and conditions included in this RFQ. The City reserves the right to include in any contract document such terms and conditions, as it deems necessary, for the proper protection of the rights of the City. The City will not be obligated to sign any contracts, maintenance and/or service agreements or other documents provided by the Contractor with their RFQ Submittal.

### 9.1 Contract Period

The Contract period will remain in effect until the final written acceptance of the project is sent to the Contractor by the City. Contract renewals are not applicable to this RFQ.

### 9.2 Minimum Qualifications

To be considered for the Bunnell WWTF Expansion and BNR Improvements project, the Proposer acknowledges and understands that the information contained in his CMAR RFQ Submittal shall be relied upon by the City in evaluating the RFQ Submittals. The discovery of any omission or misstatement that materially affects the Proposer's qualifications to perform under the Contract shall cause the Owner to designate the Proposer as "non-responsive". The Proposer guarantees that:

- All of the information contained in their RFQ Submittal is true.
- The Proposer has a minimum of five (5) years of experience as a Prime Contractor doing business under the given "current" corporate name.
- The Proposer is a Certified General Contractor, licensed in the State of Florida.
- The Proposer has been a Prime Contractor and has successfully constructed, started-up, tested and commissioned a minimum of three (3) of each of the following systems/processes/equipment at WWTF's:
  - a. Screening and Conveyor Equipment.
  - b. BNR Treatment System Equipment.
  - c. EQ Basin mixers and EQ pumps.
  - d. Blower Equipment and SS air piping.
  - e. RAS/WAS pumping facilities.
  - f. Electrical/controls systems.
  - g. Instrumentation/SCADA systems.
  - h. Secondary Clarifier Equipment.
  - i. Fine bubble aeration systems.
  - j. Tertiary Filtration Equipment.
  - k. CCC Systems and Equipment.
  - l. Chemical storage/feed systems.
  - m. Emergency generator systems.
  - n. Aerobic digestion equipment.



The Proposer shall submit a list of facility names, client phone numbers, contact names and e-mail addresses and the Project's Engineer's of Record and his contact information.

## 10. GENERAL TERMS AND CONDITIONS

### 10.1 Licenses

The successful CMAR Contractor is required to possess the correct occupational license, professional license, and any other authorizations necessary to carry out and perform the work required by the project pursuant to all applicable Federal, State and Local Laws, Statutes, Ordinances, and rules and regulations of any kind.

***Copies of the required licenses must be submitted with the Proposer's RFQ submittal*** indicating that the entity proposing, as well as the team assigned to the City account, are properly licensed to perform the activities or work required to construct the City of Bunnell WWTF Expansion and BNR Improvements.

### 10.2 Principals/Collusion

By submission of a response to this RFQ, the undersigned, as Proposer, does declare that the only person or persons interested in this Proposal, as principal or principals, is/are named in the RFQ submittal and that no other person has any interest in this Submittal or in the Contract to be entered into; that this Submittal is made without connection to any other person, company or parties, and that this Submittal is, in all respects, fair and submitted in good faith without collusion or fraud.

### 10.3 Taxes

The City is a governmental agency under Florida Law and exempt from Federal Excise and State of Florida Sales Tax and anticipates utilizing the Owner Direct Purchase (ODP) method to recover sales tax on materials and equipment.

### 10.4 Relation of City

It is the intent of the parties that the CMAR Contractor shall be considered an independent Contractor, and that neither the CMAR Contractor nor their employees shall, under any circumstances, be considered employees or agents of the City, and that the City shall be at no time be legally responsible for any negligence on the part of said CMAR Contractor, its employees or agents, resulting in either bodily or personal injury or property damage to any individual, firm, or corporation.



#### 10.5 Funding Availability

Any Contract executed for the services set forth in this RFQ shall be subject to funding availability. The City anticipates the use of an FDEP SRF Loan, USACE funding, and various grants, to finance this project. By submission of a response to this RFQ, the successful CMAR Contractor acknowledges and agrees to incorporate all USACE conditions, FDEP State Revolving Fund (SRF) Supplementary Conditions for Construction and Materials/Equipment Procurement requirements as needed. The CMAR Contractor shall also meet all requirements associated with the Davis Bacon Wage Rates and American Iron & Steel (AIS) requirements if an FDEP SRF Loan is executed by the City.

#### 10.6 Restricted Discussions (Lobbying)

From the date of issuance of the CMAR RFQ until final City Commission action, the Proposer shall not discuss the RFQ or any part thereof with any employee, agent, or representative of the City except as expressly authorized by the City's point of contact identified in this RFQ (City Project Manager). Violation of this restriction will result in **rejection** of the Proposer's CMAR RFQ submittal.

No negotiations, decisions, or actions shall be initiated or executed by the Proposer as a result of any discussions with any City employee. Only those communications that are in writing, from the authorized City point of contact (City Clerk, Project Manager), via an addendum (issued on the aforementioned websites), shall be considered pertinent to this CMAR RFQ. Only communications from the Proposer that are signed and in writing will be recognized by the City as duly authorized expressions on behalf of the Proposer.

#### 10.7 Key CMAR Personnel

In delivering a CMAR RFQ submittal to the City, the Proposer is representing that each person listed or referenced in the RFQ submittal shall be available to perform the services described for the City, barring illness, accident, or other unforeseeable events of a similar nature in which case the Proposer must be able to promptly provide a qualified replacement.

In the event the Proposer wishes to substitute personnel, the Proposer shall propose personnel with equal or higher qualifications and each replacement person is subject to prior written City approval.

In the event the requested substitute person is not satisfactory to the City and the matter cannot be resolved to the satisfaction of the City, the City reserves the right to cancel the CMAR Contract for cause.



10.8 Single Proposal Submittal

**Each Proposer must submit, with their RFQ Submittal, all required filled out and signed forms included in this RFQ (Appendix B).** Only one (1) RFQ Submittal from a legal entity as a primary will be considered. A legal entity that submits an RFQ Submittal as a primary or as part of a partnership or joint venture submitting as primary may not then act as a subconsultant to any other firm submitting under the same RFQ.

10.9 Signature of the Proposer

**The Proposer must sign the RFQ forms, included in Appendix B, in the space provided for the signature.** If the Proposer is an individual, the words "Doing Business As \_\_\_\_\_," must appear beneath such signature. In the case of a partnership, the signature of at least one of the partners must follow the Proposer's name and the words, "Member of the Firm" should be written beneath such signature. If the Proposer is a corporation, the title of the officer signing the RFQ on behalf of the corporation must be stated and evidence of his/her authority to sign the RFQ forms must be submitted. The Proposer shall state in the Qualification Forms the name and address of each person interested therein.

10.10 Protest Procedures

Any Proposer affected adversely by an intended decision with respect to the award of a contract related to this CMAR RFQ and project, shall file with the City Clerk's Office for the City of Bunnell, a written notice of intent to file a protest not later than seventy-two (72) hours (excluding Saturdays, Sundays, and legal holidays), after the posting of the rankings. Protest procedures may be obtained in the City Clerk's Office, 604 East Moody Blvd, Suite 6, Bunnell, FL 32110 between 8 am - 5 pm, Monday through Friday. Any appeal or protest to the CMAR RFQ shall be governed by the City of Bunnell's Purchasing Policies and Procedures.

10.11 Public Entity Crimes

Pursuant to Section 287.132 and 287.133 Florida Statutes, a person, firm or affiliate who has been placed on the Convicted Vendor list following a conviction for a Public Entity Crime may not submit a proposal/submittal to provide any goods or services to a public entity; may not submit a proposal/submittal to a public entity for the construction or repair of a public building or public work; may not be awarded or perform work as a Contractor, Supplier, Consultant, Subcontractor, or Subconsultant under a Contract with any public entity; and may not transact business with any public entity for a period of thirty-six (36) months following the date of being placed on the Convicted Vendor list.





Therefore, the City, as a public entity, may not consider an CMAR RFQ submittal from, award any Contract to, or transact any business in excess of the threshold amount set forth in Section 287.017, Florida Statutes, with any person or affiliate on the convicted Contractor list for the time periods specified unless such person has been removed from the list pursuant to law.

#### 10.12 Governing Laws and Regulations

The Proposer is required to be familiar with and shall be responsible for complying with all federal, state and local laws, ordinances, rules and regulations that in any manner affect the work.

#### 10.13 Conflict of Interest

The Proposer shall complete the Conflict of Interest Disclosure Form included as an attachment to this RFQ document (Form 7, Appendix B). Disclosure of any potential or actual Conflict of Interest (due to ownership, contracts, interest associated with this project, etc.) is subject to City staff review and does not in and of itself disqualify a Proposer from consideration. These disclosures are intended to identify and or preclude Conflict of Interest situations during the selection, award and Contract execution processes.

If any officer, director, or agent of the Proposer is also an employee of the City, then the Proposer shall clearly identify in their RFQ submittal the name of the individual(s) and the position he or she holds. Further, Proposer's shall disclose the name(s) of any City employee(s) who owns, directly or indirectly, any interest in the organization or any of its branches. This does not include stock in a publicly traded organization unless the individual holds more than a ten percent (10%) stake.

If there is a Conflict of Interest, as defined above, and by Florida Statutes, Chapter 112, Part III, Code of Ethics for Public Officers and Employees, then the Proposer cannot be considered for project award.

#### 10.14 Prohibition of Gifts to City Employees

No organization or individual shall offer or give, either directly or indirectly, any favor, gift, loan, fee, service or other item of value to any City employee, as set forth in Chapter 112, Part III, Florida Statutes, the current City Ethics Ordinance, and City Administrative Policy. Violation of this provision may result in one or more of the following consequences:

- Prohibition by the individual, firm, and/or any employee of the firm from contact with City Commission members or City staff for a specified period of time



- Prohibition by the individual and/or firm from doing business with the City for a specified period of time, including but not limited to: submitting bids/proposals, responses, and/or quotes
- Immediate termination of any Contract held by the individual and/or firm for cause

10.15 Immigration Reform and Control Act (IRCA) and Immigration and Nationality Act (INA)

The Proposer acknowledges, and without exception or stipulation, any Proposer(s) receiving an award shall be fully responsible for complying with the provisions of the Immigration Reform and Control Act of 1986, 8 U.S.C. 1324, and regulations relating thereto, as either may be amended. Failure by the awarded Proposer(s) to comply with the laws referenced herein shall constitute a breach of the Award Agreement and the City shall have the discretion to unilaterally terminate said Agreement immediately.

The City also actively supports the Immigration and Nationality Act (INA) which includes provisions addressing employment eligibility, employment verification, and non-discrimination. Under the INA, employers may hire only persons who may legally work in the United States (i.e., citizens and nationals of the U.S.) and aliens authorized to work in the U.S. The employer must verify the identity and employment eligibility of anyone to be hired, which includes completing the Employment Eligibility Verification Form (I-9). The Proposer shall establish appropriate procedures and controls so no services or products under the Contract Documents will be performed or manufactured by any worker who is not legally eligible to perform such services or employment. The Proposer must be able to verify an employee's eligibility to work in the U.S. upon demand by the City, State, or Federal Government throughout the duration of the CMAR Contract.

10.16 Scrutinized Company List

Florida Statutes, Sections 287.135, prohibits Florida municipalities from contracting with companies, for goods or services over \$1,000,000, that are on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, engaged in any Business operations with Cuba or Syria, or which are on the list of Scrutinized Companies that Boycott Israel. The list of Scrutinized Companies is created pursuant to Section 215.473, Florida Statutes. A copy of the current list of Scrutinized Companies can be found at the following link:

[https://www.sbafla.com/fsb/Portals/FSB/Content/Performance/Quarterly/2019\\_01\\_29\\_Web\\_Update\\_PFIA\\_Prohibited\\_List.pdf?ver=2019-01-29-130702-420](https://www.sbafla.com/fsb/Portals/FSB/Content/Performance/Quarterly/2019_01_29_Web_Update_PFIA_Prohibited_List.pdf?ver=2019-01-29-130702-420)



10.17 Confidentiality of Documents

Upon receipt of CMAR RFQ submittals by the City, the CMAR RFQ submittals shall become the property of the City without compensation to the Proposer, for disposition or usage by the City at its discretion. The details of the CMAR RFQ submittals shall remain confidential until final award of the project.

10.18 Equal Employment Opportunity

During the performance of any Contract with the City, the Proposer agrees to the following:

*The Proposer will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, national origin, place of birth, or physical handicap.*

10.19 Truth in Negotiations

The Proposer certifies to Truth-in-Negotiations and the wage rates and other factual unit costs supporting the compensation, during the open-book GMP process, are accurate, complete, and current at the time of contracting. Further, the mutually agreed upon "open book" GMP and any additions thereto shall be adjusted to exclude any significant sums where the City determines the GMP price was increased due to inaccurate, incomplete or non-current wage rates and other factual unit costs. Such adjustment must be made within one (1) year following the end of the Contract.

10.20 Right to Audit Records

The City shall be entitled to audit the books and records of the Proposer or any subconsultant to the extent that such books and records relate to the performance of the Contract. Such books and records shall be maintained by the Proposer for a period of three (3) years from the date of final project payment under the Contract and by any subconsultant for a period of three (3) years from the date of final project payment under a subcontract unless a shorter period is otherwise authorized in writing.

10.21 Project Award

It is understood that the City is not obligated to make an award under or as a result of this CMAR RFQ process or to award such Contract. The City reserves the right to award such Contract, if any, to the best qualified Proposer(s).



The City has the sole discretion and reserves the right to cancel this CMAR RFQ, and to reject any and all CMAR RFQ submittals, to waive any and all informalities and/or irregularities, or to re-advertise with either the identical or revised requirements, if it is deemed to be in the City's best interests to do so.

## 11. STANDARD INSURANCE REQUIREMENTS

### 11.1 General

The Proposer shall maintain, on a primary basis and at its sole expense, at all times while performing work for the City, the "Standard Insurance Requirements" described herein. ***Proposers responding to this RFQ shall provide with their submittal, a Certificate of Insurance (COI) or a letter from the insurance company stating required coverage is obtainable.*** Prior to commencement of any work being done for the City, a COI will be required. Work is defined as any service provided to the City by a Vendor/Consultant/Proposer who must access City property in order to provide the service(s). The requirements contained herein, as well as the City's review or acknowledgment, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Proposer under this Contract.

### 11.2 Financial Rating of Insurance Companies

All insurance companies must have a financial rating of A or higher by A.M. Best Company, Inc., except for self-insured insurance companies.

### 11.3 Commercial General Liability Insurance

The Proposer shall maintain Commercial General Liability Insurance at a limit of liability not less than **\$1,000,000** each occurrence and **\$2,000,000** annual aggregate. Due to the nature of the work involved, Consultants performing program and/or contract management services are required to maintain **\$1,000,000** each occurrence and **\$1,000,000** annual aggregate. The coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Independent Consultants, Broad Form Property Damage, X-C-U Coverage, Contractual Liability or Cross Liability. The self-insured retention or deductible shall not exceed **\$25,000**.

### 11.4 Business Automobile Liability Insurance

The Proposer shall maintain Business Automobile Liability Insurance at a limit of liability not less than **\$500,000** each occurrence. Coverage shall include liability for owned,



non-owned, and hired automobiles. In the event the Proposer does not own automobiles, the Proposer shall maintain coverage for hired and non-owned auto liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

11.5 Worker's Compensation Insurance and Employers Liability Insurance

The Proposer shall maintain its own Worker's Compensation Insurance and Employers Liability in accordance with Florida Statute Chapter 440. **NOTE - Elective exemptions or coverage through an employee leasing arrangement will be on a case by case basis.**

11.6 Umbrella or Excess Liability Insurance (Required for Large Contracts)

The Proposer shall maintain either a Commercial Umbrella or Excess Liability Insurance at a limit of liability not less than **\$2,000,000** each occurrence and **\$2,000,000** aggregate. The Proposer shall endorse the City as an "Additional Insured" on the Umbrella or Excess Liability Insurance, unless the Commercial Umbrella/Excess Liability Insurance provides coverage on a pure "True Follow-Form" basis, or the City is automatically defined as an additional protected person. Any self-insured retention or deductible shall not exceed **\$25,000**.

11.7 Professional or Errors and Omissions Liability Insurance (When Applicable)

The Proposer shall maintain a Professional Liability or Errors & Omissions policy at a limit of liability no less than **\$2,000,000**. The Proposer shall endorse the City as an "Additional Insured" on the Professional and/or Errors & Omissions Liability Insurance.

11.8 Additional Insured

The Proposer shall endorse the City as an "Additional Insured" on the Commercial General Liability Insurance with a CG 2010 Additional Insured - City's, Lessees, or Contractors, or CG2026 Additional Insured - City's, Lessees, or Contractors - Scheduled Person or Organization endorsement, or similar endorsement providing equal or broader Additional Insured coverage.

In addition, the Proposer shall endorse the City as an Additional Insured under the Proposer's Commercial Umbrella/Excess Liability as required herein.



11.9 Indemnification

The Proposer shall indemnify and hold harmless the City and their elected officials, employees, agents, representatives, the project engineer, and volunteers from and against any and all claims, damages, losses and expenses, (including legal costs), or liabilities based on third-party claims of injury to persons or damage to property arising out of or resulting, in whole or in part, from a negligent act or omission or willful misconduct of consultant or its employees, subcontractors, agents or representatives.

11.10 Deductibles, Coinsurance Penalties, and Self-Insured Retention

The Proposer shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible, coinsurance penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, coinsurance penalty, self-insured retention, or coverage exclusion or limitation. For deductible amounts that exceed the amounts stated herein that are acceptable to the City, the Proposer shall, when requested by the City, maintain a Commercial Surety Bond in an amount equal to said deductible amount.

11.11 Waiver of Subrogation

The Proposer shall provide a Waiver of Subrogation in favor of the City, subconsultant, architects, or engineers for each required policy providing coverage during the life of this Contract. When required by the insurer, or should a policy condition not permit the Proposer to enter into a pre-loss agreement to waive subrogation without an endorsement, then the Proposer shall notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or an equivalent endorsement. This Waiver of Subrogation requirement shall not apply to any policy which includes a condition specifically prohibiting such an endorsement, or voids coverage should the Proposer enter into such an agreement on a pre-loss basis.

11.12 Right to Revise or Reject

The City reserves the right, but not the obligation, to review and revise any insurance requirement, not limited to limits, coverages and endorsements based on insurance market conditions affecting the availability or affordability of coverage; or changes in the scope of work/specifications affecting the applicability of coverage. Additionally, the City reserves the right, but not the obligation, to review and reject any insurance policies failing to meet the criteria stated herein, or any insurer(s) providing coverage due to its poor financial condition or failure to operate legally. In such events, the City shall provide the Proposer written notice of such revisions or rejections.



11.13 No Representation of Coverage Adequacy

The coverages, limits or endorsements required herein protect the primary interests of the City, and these coverages, limits or endorsements shall in no way be required to be relied upon when assessing the extent or determining appropriate types and limits of coverage to protect the Proposer against any loss exposures, whether as a result of the Project or otherwise.

11.14 Certificate(s) of Insurance (COI)

The Proposer shall provide the City with a COI clearly evidencing that all coverage, limits and endorsements required herein are maintained and in full force and effect. A minimum thirty (30) day endeavor to notify due to cancellation or non-renewal of coverage shall be identified on each Certificate of Insurance. In the event the City is notified that a required insurance coverage will cancel or expire during the period of this Contract, the Proposer agrees to furnish the City prior to the expiration of such insurance, a new Certificate of Insurance (COI) evidencing replacement coverage. When notified by the City, the Proposer agrees not to continue work pursuant to this Contract, unless all required insurance remains in effect.

The City shall have the right, but not the obligation, of prohibiting the Proposer from entering the Bunnell WWTF Project site until a new COI is provided to the City evidencing the replacement coverage. The Proposer agrees the City reserves the right to withhold payment to the Proposer until evidence of reinstated or replacement coverage is provided to the City. If the Proposer fails to maintain the insurance as set forth herein, the Proposer agrees the City shall have the right, but not the obligation, to purchase replacement insurance, and the Proposer agrees to reimburse any premiums or expenses incurred by the City.

The Proposer agrees the Certificate(s) of Insurance shall:

1. Clearly indicate the City has been endorsed on the Commercial General Liability Insurance with a CG 2010 Additional Insured - City's, Lessees, or Consultants, or CG 2026 Additional Insured - City's, Lessees, or Contractors - Scheduled Person or Organization endorsement, or similar endorsement providing equal or greater Additional Insured coverage.
2. Clearly indicate the City is endorsed as an Additional Insured, or Loss Payee, on the Builder's Risk Insurance, and when applicable, Additional Insured on the Commercial Umbrella/Excess Liability Insurance as required herein.
3. Clearly identify each policy's limits, flat and percentage deductibles, sub-limits, or self-insured retentions, which exceed the amounts or percentages set forth herein.



4. Clearly indicate a minimum thirty (30) day endeavor to notify requirement in the event of cancellation or non-renewal of coverage.
5. Forward original to and clearly indicate Certificate Holder and Additional Insured as follows:

City of Bunnell  
604 East Moody Blvd., Suite 6  
Bunnell, FL 32110

The Proposer shall be responsible for all sub-consultants and their insurance.

All deductibles or self-insured retention shall appear on the certificate(s) and shall be subject to approval by the City. At the option of the City, the insurer shall reduce or eliminate such deductible or self-insured retention; or the Proposer shall be required to procure a bond guaranteeing payment of losses and related claims expenses.

All insurance companies must be authorized to transact business in the State of Florida.

The City shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Proposer and/or subconsultant providing such insurance.

Failure of the Proposer to obtain and maintain such insurance, as set out above, will be considered a breach of contract and may result in termination of the Contract for default.

Neither approval by the City of any insurance supplied by the Proposer, nor a failure to disapprove that insurance, shall relieve the Proposer of full responsibility of liability, damages and accidents as set forth herein.

## 12. CMAR RFQ SUBMITTAL INFORMATION

### 12.1 Compliance with the CMAR RFQ

CMAR RFQ Submittals must be in strict compliance with this Request For Qualifications. Failure to comply with all provisions of this RFQ may result in disqualification.





### 12.2 Acknowledgment of Insurance Requirements

By signing and submitting its RFQ submittal, the Proposer acknowledges that it has read and understands the insurance requirements for this solicitation.

It should be noted by the Proposer that, in order to meet the City's requirements, there may be additional insurance costs to the Proposer's firm. It is, therefore, imperative that the Proposer discuss these requirements with the Proposer's insurance agent, as noted on the Insurance Check List Form, so that allowances for any additional costs can be made by the Proposer.

The Proposer's insurance obligations shall not be limited in any way by the agreed upon Contract price, or the Proposer's limit of, or lack of, sufficient insurance protection. The Proposer also understands that the evidence of required insurance may be required within ten (10) days after receipt of the Notice of Selection for Award for Task Order No. 2; otherwise, the City may rescind its acceptance of the Proposer's RFQ Submittal.

### 12.3 Acknowledgment of Bonding Requirements

By signing its RFQ Submittal, the Proposer acknowledges that it has read and understands the bonding requirements for this solicitation. Requirements for this solicitation are checked.

Upon completion of Task Order No. 1 - Preconstruction Services for the proposed WWTF Improvements, development of an "open book" Project GMP, and Notice of Award of Task Order No. 2 - Construction Services for the proposed WWTF Improvements, the successful Respondent will be required to furnish and pay for a Security Bond, and one hundred percent (100%) Performance, Payment, and Material and Workmanship Bonds. The bonds are to be recorded by the Respondent, with the Clerk of the Court, Flagler County, Florida.

The Security Bond shall be retained by the City to ensure that if the successful Proposer fails to execute the unaltered, mutually agreed upon final GMP (Task Order No. 2), or fails to deliver any required Performance, Material and Workmanship, Payment Bonds or Certificates of Insurance (COI), all within ten (10) calendar days after receipt of the Notice of Selection for Award for Task Order No. 2, then the City will enforce the Security Bond. The Security Bond shall provide the City with assurances that once a mutually agreed upon GMP, that the Proposer will provide the remaining bonds. The Security Bond shall be executed by a corporate Surety licensed under the laws of the State of Florida to execute such bonds, with conditions that the Surety will, upon demand, forthwith make payment to the City upon said bond.



- **Performance, Material and Workmanship, and Payment Bonds:** Performance, Material and Workmanship, and Payment Bonds shall be submitted to the City Clerk within ten (10) days of receipt of the City's accepted open-book GMP cost proposal and written for 100% of the total GMP cost. The cost shall be borne by the Proposer receiving the Award (Task Order No. 2).

The Performance, Payment, and Material and Workmanship Bonds shall be underwritten by a Surety authorized to do business in the State of Florida and otherwise acceptable to Owner; provided, however, the Surety shall be rated as A or better as to general policy holders rating and Class V or higher rating as to financial size category and the amount required shall not exceed 5% of the reported policy holders' surplus, all as reported in the most current Best Key Rating Guide, published by A.M. Best Company, Inc. of 75 Fulton Street, New York, New York 10038.

#### 12.4 Delivery of Submittals

All CMAR RFQ submittals shall be delivered before, in accordance with the CMAR RFQ requirements herein, before 10:00 a.m. (EST) on February 24, 2023 to:

City Clerk, City of Bunnell  
604 East Moody Blvd., Suite 6  
Bunnell, FL 32110

The City shall not bear the responsibility for CMAR RFQ submittals delivered after the stated date and/or time indicated.

#### 12.5 Ambiguity, Conflict, or Other Errors in the CMAR RFQ

If a Proposer discovers any ambiguity, conflict, discrepancy, omission, or other error in the CMAR RFQ, the Proposer shall immediately notify the City of such error, in writing, by contacting the City's Project Manager, via e-mail, at [matwood@bunnellcity.us](mailto:matwood@bunnellcity.us). The City will make modifications by issuing an addendum, if necessary, and posting it to the City's website ([www.bunnellcity.us/bids](http://www.bunnellcity.us/bids)) and Demand Star ([www.demandstar.com](http://www.demandstar.com)). It is the sole responsibility of each Proposer to monitor the City and DemandStar websites for any and all RFQ-related documents, including addendums.

The Proposer is responsible for clarifying any ambiguity, conflict, discrepancy, omission, or other error in the RFQ prior to delivering an RFQ submittal to the City or such ambiguity, conflict, discrepancy, omission or other error shall be waived as determined by the City in its sole discretion.



12.6 Qualification, Presentation, and Protest Costs

The City will not be liable in any way for any costs incurred by any Proposer in the preparation of its CMAR RFQ Submittal, nor any participation in any discussions, presentations, negotiations or, if applicable, any protest procedures.

12.7 Acceptance or Rejection of Qualifications

The City is a unit of local government and as such reserves the right to cancel this CMAR RFQ and to reject any and/or all CMAR RFQ submittals, reserves the right to waive any and all informalities or irregularities in the RFQ or examination process, to re-advertise with either the identical or revised CMAR RFQ requirements/qualifications, and reserves the right to accept the CMAR RFQ submittal which in the judgment of the City is deemed the most advantageous for the public and the City.

Any Response which is incomplete, conditional, obscured or which contains irregularities of any kind, may be cause for rejection. In the event of default of the successful Proposer, or refusal to enter into the City Contract, the City reserves the right to accept the CMAR RFQ submittal of any other Proposer or to re-advertise/re-solicit using the same or revised documentation, in its sole discretion.

12.8 Interpretations and Clarifications

No oral interpretations will be made to any Proposer as to the meaning of the CMAR RFQ Documents. Any questions or request for interpretation received, in writing, by the City before the stated deadline for questions, will be given consideration. All such changes or interpretations will be made, in writing, in the form of an addendum and, if issued, will be distributed in accordance with the RFQ timetable presented in Section 7 herein. Each Proposer shall acknowledge receipt of such addenda in the space provided in Form 2 - Proposer's Certification (in Appendix B).

In case any Proposer fails to acknowledge receipt of such addenda or addendum, his/her RFQ package will nevertheless be construed as though it had been received and acknowledged and the submission of his/her RFQ will constitute acknowledgment of the receipt of same. All addenda are a part of the CMAR RFQ Documents and each Proposer shall be bound by such addenda, whether or not received by him/her.

It is the responsibility of each Proposer to verify that he/she has received all addenda issued before the established CMAR RFQ scheduled deadline.



12.9 Validity of the CMAR RFQ Submittal

No CMAR RFQ Submittal may be withdrawn after it is filed unless the Proposer makes such a request, in writing, to the City prior to the time set for the closing of the RFQ.

All CMAR RFQ Submittals shall be valid for a period of one hundred twenty (120) days from the submission date to accommodate the evaluation and selection process.

**13. CMAR RFQ SUBMITTAL REQUIREMENTS AND ORGANIZATION**

13.1 General

The CMAR RFQ Submittal shall be deemed an offer to provide services to the City of Bunnell. In submitting a Response, the Proposer declares that he understands and agrees to abide by all specifications, provisions, terms and conditions of the same, and all ordinances and policies of the City of Bunnell. The Proposer agrees that if the Contract is awarded to him, he will perform the work in accordance with the provisions, terms and conditions of the CMAR Contract.

To facilitate the fair evaluation and comparison of CMAR RFQ submittals, all submittals must conform to the guidelines set forth in this CMAR RFQ document. Any portion of a submittal that does not comply with these guidelines must be so noted; however, any submittal that contains such variances may be considered non-responsive.

CMAR RFQ submittals shall be prepared simply and economically, providing a straightforward concise description of the Proposer's approach and capabilities to satisfy the conditions and requirements of this CMAR RFQ. Each section should be clearly labeled, with pages numbered and separated by a tab or tab page. Failure by a Proposer to include all required RFQ items may result in the rejection of its submittal.

Emphasis in each RFQ submittal must be on completeness and clarity of content. To expedite the evaluation of RFQ submittals, it is mandatory that Proposers follow the format and instructions contained herein. The City is not liable or responsible for any costs incurred by any Proposer in responding to this RFQ including, without limitation, costs for the RFQ submittal, presentations and/or demonstrations, if requested.

To facilitate analysis of its CMAR RFQ submittal, the Proposer shall prepare its CMAR RFQ submittal in accordance with the requirements outlined in this Article. If the Proposer's CMAR RFQ submittal deviates from these requirements, such CMAR RFQ submittals may, in the City's sole discretion, be rejected.

**The City emphasizes that the Proposer concentrate on accuracy, completeness, and clarity of content.**



13.2 Submittal Page Limitation

The page limit for the Proposer's RFQ Submittal is seventy (70) pages. It should be noted that double-sided pages shall count as two (2) pages. Covers, Table of Contents, divider tabs and the required signed forms (included in Appendix B) will not count against the seventy (70) page limit. All pages shall be numbered sequentially by section.

The CMAR RFQ submittal shall include individual tabs for each section of the submittal as described below. The font face and size for the RFQ submittal shall be Arial, 11-point only.

13.3 Submission Requirements

Proposers shall submit four (4) hard copies, including one (1) original of the submittal and one (1) electronic copy (searchable and ADA compliant PDF) to the City of Bunnell by the submission deadline (date and time). The electronic copy shall be in a searchable, ADA compliant PDF format and shall be submitted on a USB flash drive. **The PDF file shall be bookmarked with major sections and appendices (searchable)** and shall not be password protected. The submittal package for the selection of the CMAR Contractor shall be sealed and clearly labeled on the outside of the package with the following title of the RFQ Submittal:

**Request For Qualifications - RFQ No. 2023-01**

**Construction Management at Risk (CMAR) Services -  
City of Bunnell WWTF Expansion and BNR Improvements**

**Attention: Kristen Bates, City Clerk  
City of Bunnell  
604 East Moody Blvd., Suite 6  
Bunnell, FL 32110**

**NAME OF PROPOSER  
ADDRESS OF PROPOSER**

**RFQ Opening Date: February 24, 2023**

Submittals by FAX, e-mail or other electronic media will not be accepted under any circumstances. Late submissions will not be accepted under any circumstances.



13.4 Page Size and Format

Proposals shall be submitted on 8½-x-11-inch paper. Tri-folded 11x17-inch paper shall only be used as necessary (organizational chart, schedules, etc.).

13.5 Cover Page

The cover page shall include the title of the CMAR RFQ proposal, followed by Proposer's name, logo, date of submittal and contact information.

13.6 RFQ Cover Page

The next page of the RFQ submittal shall be fully a completed RFQ Cover Page provided and signed by an authorized officer of the Proposer (Form 1 in Appendix B).

13.7 Table of Contents

Provide a Table of Contents (TOC) for the RFQ Submittal.

13.8 Tab 1 - Statement of Interest and Introduction

Provide a cover letter, on corporate letterhead, **of no more than two (2) pages in length**, signed by an authorized representative of the Proposer. The Statement of Interest shall include:

- A brief statement describing the services to be provided with the Submittal.
- Provide the name, address, telephone number and e-mail address of one person to whom all of the correspondence should be directed.
- Highlight BNR construction qualifications and the ability to provide the services requested in the RFQ Submittal.
- Highlight or summarize whatever information the Proposer deems appropriate.
- Acknowledgment of receipt of addendum (and number), if any.



### 13.9 Tab 2 - Business/Firm History and Information

A brief narrative, **not exceeding two (2) pages**, of the corporate history of the firm, length of time in business under the current corporate name, and the firm's capabilities. The CMAR RFQ Submittal should clearly identify the firm's general and local Florida government experience in providing the construction services requested. Be specific as to the number of years providing the specific services requested. The Proposer shall also include the following in this Tab:

- Provide the Proposer's Federal Employer Identification Number (FEIN). In the case of a sole proprietorship or partnership, provide the Social Security Numbers for all owners/partners
- Identify the corporate office location where the majority of the services will be provided, project management will be supported through, or work will be performed.

### 13.10 Tab 3 - Qualifications and Experience of the Project Team

Provide a description, of the proposed Project Team. This description should provide the names, titles, firm names (if subcontractors are involved), and clearly identify the proposed role in the Project Team for each person.

Provide a detailed organizational chart of the key personnel who will be professionally associated with the Bunnell WWTF Expansion and BNR Improvements project.

List the total number of your firm's key personnel by skill group (i.e., cost control, estimating, scheduling, superintendents, project engineers, project managers, etc.).

Name all key personnel which will be part of the CMAR Team (Project Manager, Project Engineer, Superintendent, Lead Estimator, Lead Scheduler, etc.) for the proposed City project and provide their cities of residence. For each person, provide a description of qualifications which will include at a minimum, the professional qualifications for each person, education, certifications, professional affiliations, number of years at their present position, number of years employed by the firm, and a summary of experience on projects similar to that described by this RFQ. This summary of experience will describe the services provided and the dates of such experience. Include experience with local governments and other public entities. Also, identify the role the aforementioned individuals will assume in the Contract with the City. Describe in detail the experience and expertise of each team member, specifically those of the Project Manager and Project Superintendent.

***NOTE - Key personnel must be committed to the City of Bunnell WWTF Expansion and BNR Improvements Project for its duration unless excused by the Owner. This requirement is non-negotiable.***



Provide a summary demonstrating the Project Team experience working together. This should include the projects submitted, team member roles on projects and a summary showing the relevance to the Bunnell WWTF project scope and proposed improvements.

Provide a summary of at least three (3) wastewater treatment plant projects that incorporate the infrastructure outlined in Article 9.2 of this RFQ and include the following information for each project:

- Project name.
- Owner's name and project location.
- Project description.
- Project start date.
- Project initial budget, final budget, and number of change orders.
- Initial and final substantial completion dates.
- Summary of work performed by the Proposer's firm
- Reference for the project including contact name, title and phone number

#### 13.11 Tab 4 - Approach to the Engagement

This Section shall include a description of the firm's understanding of the project goals, objectives and the CMAR/construction services required; approach to the project work; how to staff the project; potential problems/concerns associated with the project work; potential issues with equipment supply chains; and a discussion of how to minimize the impacts on the Maintenance of Plant Operations (MOPO) during construction.

Discuss experience in identifying and successfully meeting the requirements of the FDEP SRF Loan program, USACE program, Davis-Bacon Act, and the American Iron and Steel (AIS) program. Avoid presenting duplication of information from other sections of the RFQ submittal.

*NOTE. There are no MBE/WBE/VBE requirements associated with this SRF Loan.*

Also provide a statement of the Proposer's capacity to perform the work within the proposed project schedule (660 calendar days from NTP). This should take the form of either a narrative or chart which describes the available time for the proposed Project Team throughout the expected time frame for the project and which represents a commitment by the responding firms to allocate the necessary resources to the project.





13.12 Tab 5 - Value Engineering, Design Support, Project Scheduling, Project Estimating and Project Communication

Describe the Proposer's approach to partnering with the City of Bunnell and the Project Engineer (CPH, LLC). Provide examples of previous opportunities and experience providing value engineering on previous projects that may reduce project cost and provide added value, throughout all phases of a project.

Discuss recommended protocols for meshing value engineering with budget, schedule, estimating, and potential redesign. Describe the benefits and the challenges associated with CMAR involvement in design activities (no points will be provided if the Proposer believes that there are no challenges). Also, describe your firm's approach to cost control methods for the design and construction phases.

Describe the firm's experience in expediting a project schedule and the anticipated opportunities to do so on this project. Provide your firm's ideal scenario for maintaining open communication between the City, Project Engineer, and CMAR Contractor throughout preconstruction and construction activities. Also, describe the way in which your firm develops and maintains design and construction project schedules.

Put together a preliminary project schedule for the proposed project work and provide value engineering ideas to reduce project cost while adding project value.

13.13 Tab 6 - Quality Control, Sanctions and Adverse Litigation

In this section of the RFQ Submittal, the Proposer shall include the following:

- A descriptive statement of the Proposer's quality control/quality assurance procedures, including the qualifications of the person(s) responsible for quality assurance. If subcontractors are involved, this statement will address the lead firm's procedures relative to the subcontractors.
- Provide a summary of any and all litigation, claim(s) or contract dispute(s) filed by, or against, the Proposer in the past ten (10) years that are related to the services that Proposer provides in the regular course of business. The summary shall separate litigation filed by the Proposer from litigation filed against the Proposer and for each will include the Court, case style, case number, the nature of the litigation, the outcome or projected outcome and the monetary amounts involved for all such lawsuits. The summary will also include a separate list of any claim or contract dispute which has been asserted against the Proposer but which has not been filed in a court of law. The list shall include the names of the parties making the claim or asserting the contract dispute, a brief description of such claim or contract dispute, the outcome or projected outcome, and the monetary amounts involved.



13.14 Tab 7 - Safety Record

Describe your firm's approach to safety and how your firm ensures a safe workplace at the construction site.

Provide a brief summary of the firm's standard safety plan and enforcement methods. Describe how the firm handles site visits from outside vendors and engineers. Provide a list of OSHA citations levied during the past five (5) years. Describe the infractions and indicate whether there was a warning or fine imposed and the dollar amount of each. Include details from your organization's OSHA 300A log for the past five (5) years including number of lost workday cases, restricted workday cases, cases requiring medical attention, and number of fatalities.

13.15 Tab 8 - Proposer's Availability

Describe the Proposer's current workload and also provide the information in a tabular format. List the size of the projects, construction costs, client's name, scheduled substantial completion date of projects, and scheduled final completion date of the projects. The project with the nearest substantial completion date should be listed first, with other projects listed in order of substantial completion dates. All projects that have been awarded but are not yet under contract should appear at the end of the table.

Discuss resources available to dedicate to this project and your approach to maintaining the project schedule and staffing of manpower for this project.

Attach a letter of intent from a Surety indicating the Proposer's bondability for this project. The Surety shall acknowledge that the firm may be bonded for each phase of the project. The Surety must be licensed to do business in the State of Florida, and must have a Best Rating of "A" and a financial size of "V" or higher.

13.16 Tab 9 - Existing Relationships

Identify any existing relationships that might affect either positively or negatively, the Proposer's ability to perform the services requested.

13.17 Tab 10 - Reference Letters

Attach reference letters for three (3) similar WRF projects of similar scope and services.



### 13.18 Tab 11 - Required Forms

**All forms, provided in Appendix B of this RFQ, shall be filled out in their entirety and signed, where required.** Failure to complete, sign and include all forms may lead to the Proposer's RFQ Submittal being deemed non-responsive.

## 14. SELECTION CRITERIA AND SCORING

### 14.1 General

- A. The City's intent is to minimize the cost to Proposers who are responding to this request for qualifications, therefore Proposers are encouraged to be brief and succinct. Thick volumes of background and general marketing material will not be appreciated and will not carry favor with the Evaluation Committee Members. The City is seeking thoughtful, tightly-focused qualifications that document the Proposer's suitability for this Project and understanding of the Project and City. Experience must be described by each Proposer in the case that there are multiple firms proposed as one team.

The services being sought under this RFQ are professional in nature. Consequently, the evaluation of qualifications will be based upon the capabilities of the Proposers and will result in an award, if made, that is in the best interest of the City. Factors to be considered in the evaluation include, but are not limited to, the following:

- Capability of the Proposer to deliver the proposed CMAR/construction services using an open-book GMP process. Relevant experience and qualifications of the proposed Project Manager and key personnel.
- Proven experience as demonstrated with recent projects (either completed or underway) of similar project type, size, scope, and complexity for local government agencies within the State of Florida.
- Ability of the Proposer to meet the minimum qualifications (Article 9.2).
- Responses from a minimum of three (3) references.
- Composition, qualifications, and diversity of the skill-set of the Project Team.
- Capability of the Proposer to provide an efficient and constructive value engineering evaluation of the proposed project improvements
- Ability of the Proposer to have the staff available immediately to begin project work and to meet the fast-track deadlines anticipated for this project.



- B. All CMAR RFQ Submittals will be subject to a review and evaluation process. It is the intent of the City that all Proposers responding to this RFQ, who meet the requirements, will be ranked in accordance with the criteria established in these documents. The City will consider all responsive and responsible RFQ submittals received in its evaluation and award process. For evaluation purposes, the term "responsible" means a business entity or individual who is fully capable of meeting all of the requirements of the solicitation and subsequent Contract. A Proposer must possess the full capability, including financial and technical, to perform as contractually required and be able to fully document the ability to provide good faith performance.
- C. A Proposer's CMAR RFQ submittal shall include all of the information required in this RFQ. Proposers should not withhold any information from their written CMAR RFQ submittal as oral presentations or demonstrations may not be conducted. The City has the absolute ability to select the Proposer strictly based on the written CMAR RFQ submittals only.
- D. During the evaluation process, and at the sole discretion of the City, written requests for clarification of one or more Proposer submittals may be conducted. Failure to respond may result in the Proposer being deemed non-responsive and serve as just cause to reject the Proposer's response to this solicitation.
- E. The City's anticipated procedure for selecting a CMAR Contractor, includes, but is not limited to, the following:
  - 1. The City Manager shall appoint an Evaluation Committee to review all CMAR RFQ Submittals received by the City prior to the required RFQ time and date. There will be a minimum of three (3) members on the Evaluation Committee, but always an odd number so as to avoid any ties or draws.
  - 2. Subsequent to the closing of the RFQ, the City Manager, or his designee(s), shall review the RFQ submittals received and verify whether each submittal appears to be minimally responsive to the requirements of the published RFQ.
  - 3. All Evaluation Committee members shall thoroughly review the Request for Qualifications (RFQ) issued as part of this solicitation.
  - 4. All Evaluation Committee members shall review each RFQ Submittal, independently, and generate a preliminarily score based on the evaluation criteria and scoring stated herein.
  - 5. The Evaluation Committee will meet, in accordance with the proposed RFQ schedule, and the following shall be conducted:



- (a) Discussion of the Bunnell WWTF Expansion and BNR Improvements project and the individual CMAR RFQ submittals received.
- (b) Committee members will each generate a final scoring and ranking of each CMAR RFQ submittal.
- (c) The Evaluation Committee will then compile the individual scores and rankings, based on the evaluation criteria as stated herein, for each CMAR RFQ Submittal. They will then produce the final ranking of the CMAR RFQ Submittals and identify the Proposer that, in the City’s sole opinion, is best suited for the project.

In general, the City wishes to avoid the expense and loss of time to the City and Proposers of unnecessary oral interviews/presentations. Therefore, the Evaluation Committee may make recommendations based on the scoring of the CMAR RFQ submittals alone, without requiring formal in-person oral presentations, at their sole discretion.

**14.2 CMAR RFQ Submittal Evaluation Criteria and Scoring**

It is the intent of the City to award a contract to the Proposer who, in the sole opinion of the City, is most qualified to perform the scope of services required. The following selection criteria, will be used to score the CMAR RFQ submittals. A maximum score of 100 points will be allocated per CMAR RFQ submittal.

The following criteria, and allocated points, will be used in the CMAR RFQ submittal evaluation process:

Tab	Evaluation Criteria	Points
3	Qualifications and Experience of the Project Team	30
4	Approach to the Engagement and Project Management	25
5	Value Engineering, Project Scheduling, Estimating and Communication	20
6	Quality Control, Sanctions and Adverse Litigation	5
8	Proposer’s Availability and how the Project will be Staffed (Labor/Trades)	10
10	References	5
---	Quality of RFQ Submittal	5
<b>Total Proposal Points Allocation (Per Evaluation Committee Member):</b>		<b>100</b>



The Proposer with the highest combined score, based on the scoring of all Evaluation Committee members, may be selected as the CMAR Contractor for the Bunnell WWTF Expansion and BNR Improvements project. The Evaluation Committee may make a recommendation for award based on the scoring of the CMAR RFQ submittals alone, without requiring formal in-person oral presentations, at their sole discretion.

Any Proposer attempting to lobby an Evaluation Committee Member, the City Manager, Mayor, City Commissioners or any City employee shall be disqualified.

**14.3 Proposer In-Person Presentation Evaluation Criteria and Scoring (If Necessary)**

If the Evaluation Committee determines that Proposer presentations are necessary, in-person oral presentations of the top three (3) Proposers, based on the rankings from the RFQ submittal scoring, will be limited to no more than forty-five (45) minutes. Each Proposer will have up to thirty (30) minutes for their presentation and fifteen (15) minutes for questions and answers with the Evaluation Committee. Presentations will be timed and may be terminated if they extend beyond forty-five (45) minutes. Presenters must be a part of the Proposer’s Project Team and be included in the proposed organization chart for the project. The Proposer in-person oral presentations will not be open to the public, per F.S. 119.071, relating to House Bill 7223.

The City will provide a large screen TV and computer available for the presenters to use. All other equipment must be provided by the presenting Proposer. If a Proposer brings handouts or written materials, a total of six (6) color copies are required.

The following evaluation criteria, and allocated points, will be used in the evaluation of the oral presentations, if they are deemed necessary by the Evaluation Committee:

In-Person Presentation Evaluation Criteria (If Necessary)	Points
Project Scheduling and the Need to Have the Work Completed as Quickly as Possible	30
Workforce Availability and Approach to Assuring the Labor to Complete Project on-time	30
Value Engineering - Approach, highlight VE ideas, where cost savings and time occur	30
Quality of Presentation and Response to Questions during the Q/A Session	10
<b>Total Proposal Points Allocation (Per Evaluation Committee Member):</b>	<b>100</b>

Once the Evaluation Committee has scored the Proposers, following the in-person oral presentations, the score sheets will be tallied and the highest-ranking Proposer, based solely on the Proposer's oral presentations, will be recommended for project award by the City Commission and to proceed with contract negotiations for the proposed CMAR/construction services work.



Any Proposer attempting to lobby an Evaluation Committee Member, the City Manager, Mayor, City Commissioners or any City employee **shall be disqualified**.

14.4 Additional Conditions

The following additional conditions apply to this CMAR RFQ Solicitation:

- The City reserves the right to request additional information or to extend the deadline for CMAR RFQ submittals.
- Costs to Prepare Responses: The City assumes no responsibility or obligation to the Proposers and will make no payment for any costs associated with the preparation, submission or presentations associated with the CMAR RFQ submittals.
- The City is a unit of local government and as such reserves the right to cancel this CMAR RFQ and to reject any and/or all CMAR RFQ packages, reserves the right to waive any and all informalities or irregularities in the CMAR RFQ or examination process, to re-advertise with either the identical or revised requirements, and reserves the right to award the CMAR RFQ and/or contracts in the best interest of the City.

15. **CONTRACT AND TASK ORDER APPROVAL**

15.1 General

CMAR services for the Bunnell WRF Expansion and BNR Improvements project will be separated into the following Task Orders:

Task Order No.	CMAR Project Work Summary
1	Pre-Construction Services associated with the Proposed Project Improvements
2	Construction Phase Services associated with the Proposed Project Improvements

Additional Task Orders may be required for “early out” construction packages. The City may choose, for sales tax recovery purposes, to purchase equipment that has been selected through the CMAR Contractor’s bidding and contracting processes.

The highest-ranked Proposer will be required to negotiate, within four (4) weeks after the Notice of Award, a Master Contract and Task Order No. 1 as a condition of award.



If an agreement cannot be negotiated within four (4) weeks after the Notice of Award, the City reserves the right to discard the initial CMAR RFQ award and award the CMAR RFQ to the second-ranked Proposer. The City will present the Master Contract to the City Commission for approval to negotiate the Task Order No. 1 Services. The highest-ranked Proposer shall be prepared to meet with City Staff and the Project Engineer (CPH, LLC) within ten (10) working days after the Notice of Award to prepare a cost for the Task Order No. 1 Services. The highest-ranked Proposer shall submit a draft fee within seven (7) days of finalizing the scope for Task Order No. 1.

#### 15.2 Task Order No. 1: Preconstruction Services for the Proposed WWTF Improvements

Pre-Construction Services will begin with the discussion and review of the engineering design and continue with the CMAR Contractor working with City Staff and the Project Engineer (CPH, LLC) to develop a project construction cost, construction schedule, and construction documents suitable for construction and appropriate for preparing a Guaranteed Maximum Price (GMP) Construction Cost Proposal. The CMAR Contractor will propose a GMP *no later* than the ninety percent (90%) project design level. ***The City requires that the GMP Contract be based upon an open-book approach.*** Activities associated with Task Order No. 1 include, but are not limited to, the tasks listed below.

- Participate in design team meetings and monthly progress meetings. Maintain a rolling list of action items. During the monthly progress meetings with City and the Project Engineer, provide updates on construction market pricing trends, supply chain issues, and updates on the anticipated project construction costs and schedule.
- Provide a cost estimate of the Engineer's design of the proposed Bunnell WWTF Expansion and BNR Improvements project.
- Participate in a Value Engineering and Constructability Workshop and review and provide value engineering alternatives, including alternative costs and impacts on the project schedule, associated with the engineering design and project goals and objectives.
- Coordinate with the Project Engineer on equipment selection and facility layout during the design process and Value Engineering and Constructability Workshop. Provide informal progressive value engineering of the design documents to reduce changes and errors in the construction documents and to gain efficiencies in project delivery. Document design recommendations and associated design decisions.





- Assist with preconstruction permitting activities. Communicate any permitting requirements to the City and Project Engineer. Verify construction management requirements for regulatory permitting.
- Create and manage a master schedule for the design, procurement, and construction phase(s).
- Recommend construction phasing and potential early-out construction packages that will reduce the project schedule and/or minimize interruption to City operations during construction (MOPO). Assist in the creation of the associated design packages.
- Monitor market availability of major mechanical and electrical equipment. Provide recommendations on long-lead items for early procurement. Coordinate with City Staff and the Project Engineer on purchase, delivery, and storage options for pre-purchased equipment (ODP).
- Propose a GMP (open book approach) no later than the ninety percent (90%) project design level. Develop a bid list, setup and facilitate site visits, as necessary, and create and distribute bid packages. Work with the Project Engineer to address Requests for Information (RFI) and develop addenda, as necessary.
- Provide a recommended list of cost allowances to be included in the GMP (open book approach). Fully describe each allowance item including a summary description of the allowance item, an itemized list of scope items included within the allowance item, and any specific and applicable exclusions to the allowance item.

### 15.3 Task Order No. 2: Construction Services for the Proposed WWTF Improvements

If the City accepts the CMAR Contractor's GMP Proposal for the WWTF Expansion and BNR Improvements project, Task Order No. 2 will be executed. Activities associated with Task Order No. 2 include, but are not limited to, the tasks listed below.

- Administer a formal construction management software package for use by the CMAR Contractor, Project Engineer, and City Staff for management of construction documents, including submittals, progress reports, schedule reports, cost controls, Requests for Information (RFIs), Field Orders, Change Orders, Operations and Maintenance (O&M) Manual(s), construction photographs and videos, and other construction-related documentation.
- Manage and maintain the **required open-book GMP**.



- Obtain all permits. Secure all necessary construction permits, including dewatering. Coordinate all compliance inspections.
- Coordinate inspection activities associated with all permits. Close out permits at final completion and provide a copy of the closed permits to the City.
- Conduct monthly project meetings during the construction phase(s). The CMAR Contractor shall prepare and distribute meeting agendas and summaries/minutes.
- Create a Schedule of Values (SOV) and distribute for the City and Project Engineer's review and comment. Manage and maintain the Schedule of Values (SOV) throughout construction.
- Prepare detailed Safety, Hurricane Preparation, and MOPO Plans for Contractor staff, City Staff, and the Project Engineering team.
- Prepare and maintain a detailed construction schedule. Develop and implement phased construction packages to maintain treatment facility operations (MOPO) and minimize the overall construction schedule. The schedule shall include all major sequences of the preconstruction and construction work, material supplies, long-lead procurement, Engineer's approval of shop drawings, temporary bypass activities, and performance testing requirements.
- Manage the distribution of submittals, RFIs, Change Orders, and Field Orders. Proactively look for options for reducing costs associated with change orders through value engineering and/or schedule reductions.
- Determine composition and prepare final construction packages. Conduct preconstruction meeting(s) with subcontractors prior to beginning work. Supervise all subcontractors. Conduct bidding of specialized commodity materials such as stainless steel pipe.
- Manage all aspects of construction, including project administration, invoicing, start-up services, performance testing, training activities, health and safety requirements, and subcontractor management.
- The CMAR Contractor shall be in charge of performing the equipment and process check-outs, start-ups, performance testing and facility commissioning, in accordance with the Contract Documents.
- Ensure the performance of the constructed facility improvements meets its design intent in relation to quantity and quality of wastewater treatment and the required effluent quality.



- Maintain As-Built Drawings throughout construction process. Provide As-Built Drawings in AutoCAD (latest version) to the City and Project Engineer at the completion of construction. Coordinate with the Project Engineer on the completeness and accuracy of the final As-Built Drawings.
- Organize and distribute one (1) electronic file (PDF) and one (1) paper copy containing all approved Operations and Maintenance (O&M) Manuals. The O&M Manuals shall be in accordance with the requirements of the technical specifications. The electronic file shall be organized and bookmarked for each piece of equipment with subsections bookmarked (searchable PDF) per the Table of Contents in each equipment O&M Manual. The CMAR Contractor shall coordinate with the Project Engineer on the completeness and accuracy of final facility O&M Manual for the WWTF Expansion and BNR improvements.



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**BUNNELL WWTF  
EXPANSION AND BNR IMPROVEMENTS**

**BUNNELL, FLORIDA**

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**APPENDIX A**

**OVERVIEW OF EXISTING BUNNELL  
WWTF AND PROPOSED IMPROVEMENTS**

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# OVERVIEW OF THE EXISTING BUNNELL WWTF AND PROPOSED FACILITY BNR IMPROVEMENTS

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## A. BUNNELL WWTF HISTORY

The City of Bunnell is located in Central Flagler County. The City has a total area of approximately 138.6 square miles (88,700 acres) and is bordered to the north and east by the City of Palm Coast. The City of Bunnell is the second largest city in the State of Florida by area. The City currently owns and operates one wastewater treatment facility to process all of the wastewater within the Wastewater Management System Service Area and the sludge generated in the treatment process. The facility is known as the Bunnell Wastewater Treatment Facility (BWTF) is located at 305 South Tolman Street, Bunnell, FL. The existing infrastructure at the Bunnell WWTF includes the following

- On-site Master Lift Station (triplex, submersible)
- Flow Equalization Basin and EQ Pump Station
- Manual Screening System
- Carrousel oxidation ditch system (0.600 MGD AADF)
- Two (2) secondary clarifiers (35 ft diameter, 13-ft sidewater depth)
- RAS/WAS pump station
- Tertiary Filtration System
- Disinfection system using liquid sodium hypochlorite (NaOCl)
- Chlorine contact chambers
- Transfer Pump Station
- Reclaimed Water Ground Storage Tank (0.9 MG)
- Reclaimed Water Distribution Pump Station
- Dechlorination system using sodium bisulfite and Post Aeration System
- Reject Water/Effluent Holding Pond
- Aerobic Digester, Sludge Holding Tank and Blowers
- Public Access Reuse System (R-001) and Surface Water Discharge System (D-001) to Haw Creek and Black Branch

**B. EXISTING BUNNELL WASTEWATER TREATMENT FACILITY**

1. The Bunnell WWTF is classified as a *Secondary Treatment plus Filtration Facility* (Category III, Class C), utilizing the oxidation ditch modification of the activated sludge process and has a permitted treatment capacity of 0.600 MGD AADF.
2. The oxidation ditch treatment system is currently *on-line* and processing the incoming raw wastewater from the Service Area and is generating reclaimed water meeting all current FDEP requirements. The Bunnell Wastewater Management System, Slow-Rate Public Access Reuse System (R-001), Surface Water Discharge System (D-001) and the Bunnell WWTF are currently permitted under FDEP Operations Permit No. FL0020907. An aerial view and schematic flow diagram of the Bunnell WWTF are presented in Figures 1 through 2, respectively.

The unit operations and processes currently employed at the Bunnell WWTF (2022) are divided into the following elements/categories:

<b>Treatment Elements</b>	<b>Description</b>
<b>Primary Treatment</b>	A manual barscreen system (one in EQ Basin and one in front of the flow splitter box), Flow Equalization (EQ) Basin and EQ Basin pumping station.
<b>Secondary Treatment</b>	A 0.600 MGD AADF Carrousel® Oxidation Ditch Treatment System is the primary biological treatment process at the Bunnell WWTF. Biological oxidation of the organic wastes occurs in the single-train oxidation ditch system operating in the extended aeration mode. The system utilizes mechanical surface aerators to provide oxygenation and mixing of the MLSS. Following treatment, the MLSS is conveyed to BTU No. 2 which has been reconfigured to include secondary anoxic and reaeration basins and is then conveyed to the 35-foot diameter (13-foot sidewater depth) secondary clarifier (within the ring steel BTU) for sedimentation of the solids. A dedicated RAS/WAS pumping station is provided.
<b>Disinfection</b>	High-level disinfection of the effluent is accomplished through the use of bulk liquid NaOCl (chemical storage, feed and pumping systems) and a single chlorine contact chamber (CCC).
<b>Dechlorination/ Reaeration</b>	Dechlorination and reaeration of the effluent being conveyed to the Surface Water Discharge System is accomplished through the use of bulk sodium bisulfite chemical storage, feed and pumping systems and coarse bubble aeration.
<b>Sludge Treatment</b>	Sludge treatment consists of aerobic digestion (batch process) and sludge holding tank systems with aeration, sludge pumping and a dewatering system (Sludge Mate). The dewatered sludge is transported by a third-party off-site for further treatment and ultimate disposal.

Design and current wastewater flows at the Bunnell WWTF are as follows:



Figure 1

Bunnell WWTF - Site Plan (Existing)





- Average Annual Daily Flow (AADF): 0.60 MGD
- Maximum Daily Flow (MDF): 0.90 MGD
- Peak Hourly Flow (PHF): 1.50 MGD

Design influent and effluent design criteria for the existing Bunnell WWTF are presented below.

Parameter	Units	Influent	Secondary Effluent
CBOD <sub>5</sub>	mg/L	200	< 20
TSS	mg/L	200	< 5
TKN	mg/L	45	
TN	mg/L		< 10
TP	mg/L	8	< 4
pH	S.U.	6.0 - 8.5	6.0 - 8.5

### 3. Primary Treatment

Raw wastewater flows from the collection and transmission system enter the Bunnell WWTF Master Lift Station located at the south central portion of the treatment facility. The triplex submersible pump station (two duty pumps plus one back-up pump) is used to convey the raw wastewater to the flow equalization basin for further processing.



**Master Lift Station**

Master Lift Station valves are located in a concrete vault located, with an aluminum hatch cover, immediately south of the lift station.

Two manual, coarse barscreens are used to remove debris from the raw influent and prevent wear and prevent accumulation of debris to the downstream processes and equipment. Each barscreen (¾-inch openings) has a design flow rate of 1.20 MGD. The screenings are manually collected, allowed to dewater, and then discharged into a municipal dumpster (landfill disposal).



**Manual Barscreen System**

Screened wastewater is conveyed, by gravity, to the Flow Equalization (EQ) Basin (0.12 MG) to:

- Attenuate diurnal raw wastewater flows
- Generate a homogeneous mixture prior to conveyance to the biological treatment system.



Flow Equalization (EQ) Basin

#### 4. Secondary Treatment

The screened wastewater is pumped from the EQ Basin to the two-stage Carrousel® Oxidation Ditch system (0.345 MG volume and 13.4 feet SWD) and enters the oxidation ditch system and mixes with Return Activated Sludge (RAS). The biological treatment system is designed to use the metabolic reactions of microorganisms to produce an acceptable effluent water quality by removing oxygen demanding constituents (CBOD<sub>5</sub>) and provides partial reduction of nutrients. Aeration and mixing is provided by two (2) mechanical surface aerators (50 hp each; VFDs) with lower impellers that propel the MLSS around the ditch. An anoxic zone exists at the entrance of the oxidation ditch where denitrification occurs and where the screened wastewater and RAS enter the secondary treatment process. To prevent solids settling, a mixer (3.8 hp) is located within the anoxic zone and is controlled on a timer. Actuated gates are located at each internal recycle channel and can be adjusted to adjust the internal recycle rate. An effluent weir is located at the center of the ditch. The gates are adjusted manually to adjust the level within the oxidation ditch. MLSS is conveyed, by gravity, to one of the ring steel Biological Treatment Units (BTU).

The Mixed Liquor Suspended Solids (MLSS) Flow are conveyed from the Carrousel® Oxidation Ditch to the Biological Treatment Unit (BTU) No.2. The MLSS flows through a modified secondary anoxic and reaeration basin prior to entering the secondary clarifier. Secondary clarification of the biologically treated wastewater is provided to remove MLSS, flocculated suspended solids and chemical precipitates and to meet the effluent criteria mandated by FDEP and EPA. Secondary clarification is provided by a 35-foot diameter, 13-foot sidewater depth, ring-steel clarifier with full-surface skimmer.



Secondary Clarifier (BTU)

Settled sludge is plowed to a collection sump/hopper located at the center of the secondary clarifier where it is conveyed by the RAS/WAS pumping system as follows:

- RAS - settled sludge is returned to the anoxic zone of the Oxidation Ditch system. The RAS flow meter is set to maintain an operator determined flow rate proportional to the effluent flow rate.
- WAS - settled sludge is conveyed to the aerobic digester for further treatment. WAS is directed to the digester by the use a manually controlled valve.

From the Secondary Clarifier(s), the treated wastewater flows, by gravity, to the tertiary filtration system for removal of suspended solids. The filtration system consists of three (3) filtration cells with a total filtration surface area of 127.5 ft<sup>2</sup> and are designed to operate at 3.3 gpm/ft<sup>2</sup>. The filtration cells are automatically backwashed at specific time intervals or will backwash if the head reaches a maximum level.



**Tertiary Filtration System**

Flows from the tertiary filtration system are conveyed, by gravity, to the concrete Chlorine Contact Chamber (CCC). The CCC provides high-level disinfection of the effluent through the application of liquid sodium hypochlorite (NaOCl) via a flow-paced control system. The Chlorine Contact Chamber consists of two chambers with an overall volume of 2,520 ft<sup>3</sup> (18,850 gallons). Each chamber is sized for fifty percent (50%) of the total flow, in accordance with Class I Reliability Criteria, and provide inactivation of fecal coliforms and pathogens.



**Chlorine Contact Chamber**

After disinfection, the effluent flows to Post Aeration/Dechlorination/Transfer Pump Station Structure. If the disinfected effluent meet reclaimed water standards, then it is pumped from the Transfer Pump Station (TPS) to the Reclaimed Water Ground Storage Tank (0.9 MG). The TPS consists of two (2) Gorman Rupp, self-priming suction lift pumps (20 hp). The pumps are controlled by the water level within the TPS wetwell. During wet weather events or when effluent flow is not utilized within the reclaimed water service area, the ground storage tank overflows into the existing 1.97 MG effluent storage pond. Effluent from the pond can be conveyed back to the tertiary filtration system and disinfected before being pumped back into the ground storage tank.



**Transfer Pump Station**

During wet-weather events or when the effluent does not meet reclaimed water standards, the effluent is conveyed into the Post Aeration/Dechlorination Chamber (9,000 gallon capacity). Sodium bisulfite is used to dechlorinate and a blower aerates the effluent prior to a surface water discharge to Haw Creek and Black Branch (D-001; permitted capacity of 0.30 MGD). If a surface water discharge is to occur, the chlorine residual must be less than 0.1 mg/L and the DO concentration must be greater than 6.0 mg/L.



**Post Aeration/Dechlorination**

The Reclaimed Water Distribution Pump Station conveys reclaimed water from the reclaimed water ground storage tank to the distribution system for final disposal. The pump station consists of two pumps and is designed to deliver approximately 1.800 MGD to the reclaimed water distribution system with the largest pump out of service. The City delivers the reclaimed water to on-site storage ponds at the Grand Reserve Golf Club and Austin Outdoor Nursery.

## 5. Sludge Management

The sludge management system at the Bunnell WWTF consists of the following infrastructure:

- One (1) Aerobic Digester
- One (1) Sludge Holding Tank
- Sludge Conditioning System and Dewatering Box

Waste activated sludge (WAS) is pumped from the secondary clarifier(s) to the aerobic digester which is used biologically stabilize WAS and scum from the treatment process by destroying the volatile solids in the mixture. This treatment further reduces odors and other nuisances prior to final disposal and reduces the volume of the biosolids. The aerobic digestion system is operated as a “batch” process and is the first stage in the digestion process.



**Aerobic Digester**

Following the batch digestion process, solids from the aerobic digestion system are transferred to the sludge holding tank. This tank provides solids storage and attenuation prior to conveying the solids to the sludge conditioning and dewatering box. The digester blowers also supply air to the sludge holding tank.



**Sludge Holding Tank**

A dewatering box (Sludge Mate) is used for the thickening of conditioned sludge from the sludge holding tank prior to final disposal. Partially treated sludge is pumped into the sludge box where it is allowed to settle. As the sludge settles in the box, the water drains out of the bottom of the box, into a drain and flows back to the Master Lift Station for processing through the treatment system. Once the sludge is dewatered, it is hauled offsite by an independent contractor to an approved FDEP site.



**Sludge Dewatering Box**

## **C. BUNNELL WWTF EXPANSION AND BNR IMPROVEMENTS**

1. The Bunnell WWTF treatment capacity will be expanded to 1.20 MGD and a new BNR biological treatment system will be constructed to meet the following AWT effluent criteria:

- $BOD_5 \leq 5 \text{ mg/L}$
- $TSS \leq 5 \text{ mg/L}$
- $TN \leq 3 \text{ mg/L}$
- $TP \leq 1 \text{ mg/L}$

The Influent Structure, EQ Basin and 4-Stage Bardenpho BNR Process will be built as one monolithic structure immediately north of the existing Caroussel Process® oxidation ditch

system and the facility will be designed and constructed to meet Class I Reliability criteria. Upon completion and commissioning of the 4-Stage Bardenpho (BNR) Process, the existing Carousel Process® oxidation ditch system will be taken out of service and be potentially converted to an aerobic facultative digestion system reactor (additive bid item). The following improvements are proposed to be constructed at the Bunnell WWTF as part of the Biological Nutrient Removal (4-Stage Bardenpho) improvements project:

<b>Table 3: Bunnell WWTF - Proposed BNR Project Improvements</b>	
<b>Item No.</b>	<b>Facility Infrastructure to be Constructed</b>
<b>PROPOSED WWTF IMPROVEMENTS (1.2 MGD AADF TREATMENT CAPACITY)</b>	
1	Master Lift Station rehabilitation
2	Influent Structure with mechanical barscreening system
3	Anoxic/Anaerobic Equalization (EQ) Basin with integral grit removal and EQ pump station
4	4-Stage Bardenpho BNR Treatment Process (two 0.60 MGD BNR Treatment Trains)
5	Secondary Clarifier flow splitter box and associated piping and gates
6	Two new secondary clarifiers, new RAS/WAS pumping system and associated appurtenances
7	Tertiary filtration (disc filtration) system and associated infrastructure
8	New Chlorine Contact Chamber/Dechlorination and Reaeration System and Transfer Pump Station
9	Effluent Storage Pond Pump-Out Connection
10	Electrical Building No. 1
11	Site work, yard piping, plant internal roadway improvements, signage, sodding, etc.
12	Electrical, controls, instrumentation and SCADA system improvements
13	Biosolids dewatering system (screw press) and associated improvements
14	New Operations Building
15	Maintenance Building (pre-engineered construction)
<b>ADDITIVE BID ITEMS</b>	
14	Reclaimed Water Ground Storage Tank
15	Conversion of the Carousel® oxidation ditch to an Aerobic Facultative Digestion System Reactor
16	Sludge Holding Tank

Upon completion of the BNR improvements identified above, the raw wastewater treatment capacity of the facility will be increased to 0.90 MGD AADF (limited by the current effluent disposal capacity). However, the treatment facility infrastructure will be constructed with the capability to process a total raw wastewater flow rate of 1.2 MGD AADF. As the reclaimed water distribution system expands, due to growth within the service area, the effluent disposal capacity and permitted treatment capacity of the facility will be increased to at least 1.20 MGD AADF. A plan view of the proposed improvements at the Bunnell WWTF is presented on the following page.

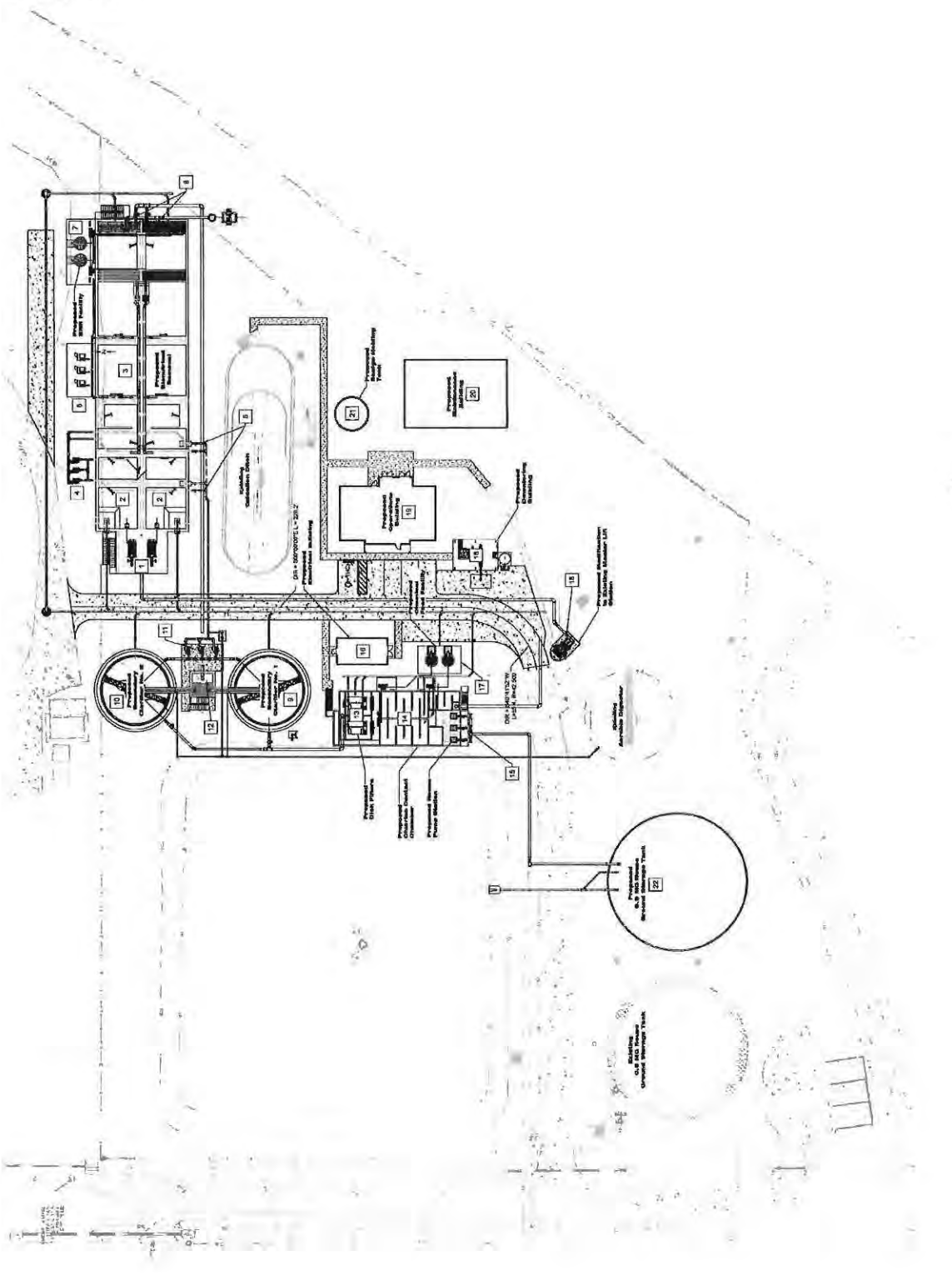


**LEGEND**

[Symbol]	PROPOSED CONCRETE PAVEMENT
[Symbol]	PROPOSED CONCRETE SUBBASE
[Symbol]	EXISTING PAVEMENT
[Symbol]	EXISTING CONCRETE

- PROPOSED NEW STRUCTURES**
- 1 PROPOSED INFLUENT STRUCTURE
  - 2 PROPOSED PRIMARY CLARIFIER
  - 3 PROPOSED SECONDARY CLARIFIER
  - 4 PROPOSED TERTIARY CLARIFIER
  - 5 PROPOSED TSS FILTERS
  - 6 PROPOSED 10 MG DAILY STORAGE TANK
  - 7 PROPOSED 10 MG DAILY STORAGE TANK
  - 8 PROPOSED 10 MG DAILY STORAGE TANK
  - 9 PROPOSED 10 MG DAILY STORAGE TANK
  - 10 PROPOSED 10 MG DAILY STORAGE TANK
  - 11 PROPOSED 10 MG DAILY STORAGE TANK
  - 12 PROPOSED 10 MG DAILY STORAGE TANK
  - 13 PROPOSED 10 MG DAILY STORAGE TANK
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  - 19 PROPOSED 10 MG DAILY STORAGE TANK
  - 20 PROPOSED 10 MG DAILY STORAGE TANK
  - 21 PROPOSED 10 MG DAILY STORAGE TANK
  - 22 PROPOSED 10 MG DAILY STORAGE TANK

- PROPOSED MODIFIED STRUCTURES**
- 19 PROPOSED MODIFIED STRUCTURE
  - 20 PROPOSED MODIFIED STRUCTURE
  - 21 PROPOSED MODIFIED STRUCTURE
  - 22 PROPOSED MODIFIED STRUCTURE



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**BUNNELL WWTF  
EXPANSION AND BNR IMPROVEMENTS**

**BUNNELL, FLORIDA**

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**APPENDIX B**

**REQUIRED FORMS TO BE SUBMITTED**



Form No.	Form Description
1	RFQ Cover Page
2	Proposer's Certification
3	Qualification Form for the City of Bunnell
4	Hold Harmless Agreement
5	Drug Free Workplace Program Certification
6	Public Entity Crimes Statement
7	Conflict of Interest Disclosure Form
8	Vendor Certification Regarding Scrutinized Companies' Lists
9	Proposer's Qualification Form
10	Declaration Statement
11	Non-Collusion Affidavit of the Prime Qualifier
12	Acknowledgments
13	Compliance with Public Records Law
14	Subconsultant Listing
15	W-9 Form - Request for Taxpayer Identification Number and Certification
16	Funding Compliance Statement and Certification
17	FDEP SRF - Supplementary Conditions (Construction)
18	FDEP SRF - Supplementary Conditions (Equipment/Materials)

**FORM 1**

**RFQ COVER PAGE**

<b>Name of Firm, Entity or Organization:</b>	
<b>Federal Employer Identification Number (FEIN):</b>	
<b>State of Florida License Number (If Applicable):</b>	
<b>Name of Contact Person:</b>	
<b>Title:</b>	
<b>E-Mail Address:</b>	
<b>Mailing Address:</b>	
<b>Street Address (if different):</b>	
<b>City, State, Zip:</b>	
<b>Telephone:</b>	<b>Fax:</b>
<b>Organizational Structure – Please Check One:</b>	
Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Proprietorship <input type="checkbox"/> Joint Venture <input type="checkbox"/> Other <input type="checkbox"/>	
<b>If Corporation:</b>	
<b>Date of Incorporation:</b>	<b>State of Incorporation:</b>
<b>States Registered in as Foreign Corporation:</b>	
<b>Authorized Signature:</b>	
<b>Print Name:</b> _____	
<b>Signature:</b> _____	
<b>Title:</b> _____	
<b>Phone:</b> _____	

***This document must be completed and returned with your Submittal***

**FORM 2**

**PROPOSER'S CERTIFICATION**

<b>Submit To: City of Bunnell</b>  <b>604 East Moody Blvd.</b> <b>Bunnell, FL 32110</b> <b>386-437-7500</b>	<b>CITY OF BUNNELL</b>  <b>REQUEST FOR QUALIFICATION (RFQ) CERTIFICATION</b>  <b>AND ADDENDA ACKNOWLEDGMENT</b>	
<b>DUE DATE:</b>	<b>DUE TIME:</b>	<b>RFQ No. 2023-01</b>
<b>TITLE: CMAR Services – Bunnell WWTF Expansion and BNR Improvements</b>		
<b>FIRM NAME:</b>	<b>PHONE NUMBER:</b>	
<b>FIRM MAILING ADDRESS:</b>	<b>FAX NUMBER:</b>	
<b>CITY/STATE/ZIP:</b>	<b>E-MAIL ADDRESS:</b>	
<p>"I, the undersigned, certify that I have reviewed the addenda listed below (list all addenda received to date). I understand that timely commencement will be considered in award of this RFQ and that cancellation of award will be considered if commencement time is not met, and that untimely commencement may be cause for termination of contract. I further certify that the services will meet or exceed the RFQ requirements. I, the undersigned, declare that I have carefully examined the RFQ, specifications, terms and conditions as applicable for this Request, and that I am thoroughly familiar with all provisions and the quality and type of coverage and services specified. I further declare that I have not divulged, discussed, or compared this RFQ with any other Offeror and have not colluded with any Offerors or parties to an RFQ whatsoever for any fraudulent purpose."</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Addendum #      Addendum #      Addendum #      Addendum #      Addendum #</p>		
<p>The CMAR RFQ Proposer shall check off each of the following items as the necessary action is completed:</p> <ul style="list-style-type: none"><li><input type="checkbox"/> All applicable forms have been signed and included</li><li><input type="checkbox"/> All information as Requested in the CMAR RFQ document is included herein.</li><li><input type="checkbox"/> The mailing envelope has been addressed properly and includes the correct RFQ No., Project Title, etc.</li></ul>		
<p>"I certify that this quote is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting an RFQ for the same material, supplies, equipment, or services and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this RFQ and certify that I am authorized to sign this response and that the offer is in compliance with all requirements of the RFQ, including but not limited to certification requirements. In conducting offers with an agency for the City of Bunnell, Respondent agrees that if this RFQ is accepted, the Respondent will convey, sell, assign, or transfer to the City of Bunnell all rights, title and interest in and to all causes of action it may now or hereafter acquire under the anti-trust laws of the United States for price fixing relating to the particular commodities or services purchased or acquired by the City. At the City's discretion, such assignment shall be made and become effective at the time the purchasing agency renders final payment to the Respondent."</p>		
_____ Authorized Agent's Name (Print)	_____ Authorized Agent's Signature	_____ Date
_____ Authorized Agent's Title (Print)		

***This document must be completed and returned with your Submittal***

**FORM 3**

**QUALIFICATIONS FORM FOR THE CITY OF BUNNELL**



Name of Firm Submitting Qualifications \_\_\_\_\_

Name of Person Submitting Qualifications \_\_\_\_\_

**PROPOSER ACKNOWLEDGMENT**

"The undersigned hereby declares that he/she has informed himself/herself fully regarding all conditions to the work to be done, and that he/she has examined the Bunnell CMAR RFQ document for the work and comments hereto attached. The Firm proposes and agrees, if this submission is accepted, to contract with the City of Bunnell to provide the CMAR services outlined and furnish all necessary materials, equipment, labor and services necessary to complete the work covered by the CMAR RFQ and proposed Contract Documents for the Project. The Firm agrees to conduct the proposed Task Order No. 1 and No. 2 work for the agreed upon price, once negotiated with the Owner, and complete all of the work within the negotiated timeframe.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
RFQ Number

[  ] Check if exception(s) or deviation(s) to the CMAR RFQ Document. Attach separate sheet(s) detailing reason and type for the exception or deviation.

***This document must be completed and returned with your Submittal***

**FORM 4**

**HOLD HARMLESS AGREEMENT**

The Firm agrees to hold the City of Bunnell harmless against all claims for bodily injury, sickness, disease, death or personal injury or damage to property or loss of use of property arising out of or resulting, in whole or in part, from a negligent act or omission or willful misconduct of consultant or its employees, subcontractors, agents or representatives.

The Firm shall purchase and maintain workers' compensation insurance for all workers' compensation insurance and employers' liability in accordance with Florida Statute Chapter 440.

The Firm shall also purchase any other coverage required by law for the benefit of employees.

Required insurance shall be documented in Certificates of Insurance and shall be provided to the City representative requesting the service.

By signature upon this form the Firm stipulates that he/she agrees to the Hold Harmless Agreement, and to abide by all insurance requirements.

\_\_\_\_\_  
**Firm – Print Name**

\_\_\_\_\_  
**Firm – Authorized Signature**

\_\_\_\_\_  
**Project Name**

\_\_\_\_\_  
**Date**

**The effective date of this Hold Harmless Agreement shall be for the duration of this project.**

***This document must be completed and returned with your Submittal***

**FORM 5**

**DRUG FREE WORKPLACE PROGRAM CERTIFICATION**

I, the undersigned, in accordance with Florida Statute 287.087, hereby certify that,

\_\_\_\_\_  
(Print or type name of Firm)

- Publishes a written statement notifying that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace named above and specifying actions that will be taken against violations of such prohibition.
- Informs employees about the dangers of drug abuse in the workplace, the firm's policy of maintaining a drug free working environment, and available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug use violations.
- Gives each employee engaged in providing commodities or contractual services that are under RFQ or bid, a copy of the statement specified above.
- Notifies the employees that as a condition of working on the commodities or contractual services that are under RFQ or bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, please or guilty or nolo contendere to, any violation of Chapter 1893, or of any controlled substance law of the State of Florida or the United States, for a violation occurring in the work place, no later than five (5) days after such conviction, and requires employees to sign copies of such written (\*) statement to acknowledge their receipt.
- Imposes a sanction on, or requires the satisfactory participation in, a drug abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.
- Makes a good faith effort to continue to maintain a drug free workplace through the implementation of the drug free workplace program.
- "As a person authorized to sign this statement, I certify that the above-named business, firm or corporation complies fully with the requirements set forth herein".

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date Signed

State of: \_\_\_\_\_

County of: \_\_\_\_\_

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

Personally known \_\_\_\_\_ or Produced Identification \_\_\_\_\_  
(Specify Type of Identification)

\_\_\_\_\_  
Signature of Notary

My Commission Expires \_\_\_\_\_

(seal)

***This document must be completed and returned with your Submittal***



- d. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **{indicate which statement applies.}**

\_\_\_\_\_ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_\_\_ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_\_\_ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. **{attach a copy of the final order}**

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

\_\_\_\_\_  
{signature}

\_\_\_\_\_  
{date}

State of \_\_\_\_\_

County of \_\_\_\_\_

PERSONALLY APPEARED BEFORE ME, the undersigned authority, \_\_\_\_\_, who after first being sworn by me, affixed his/her signature in the space provided above on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Attest: \_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

(Notary Seal)

***This document must be completed and returned with your Submittal***



**FORM 7**

**CONFLICT OF INTEREST DISCLOSURE FORM**

I HEREBY CERTIFY that

1. I (*printed name*) \_\_\_\_\_ am

the

(*title*) \_\_\_\_\_ and the duly authorized representative of the firm of (*Firm Name*)

\_\_\_\_\_ whose address

is

\_\_\_\_\_ ,  
and that I possess the legal authority to make this affidavit on behalf of myself and the firm for which I am acting; and,

2. Except as listed below, no employee, officer, or agent of the firm have any conflicts of interest, real or apparent, due to ownership, other clients, contracts, or interests associated with this project; and,
3. This bid qualification is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid qualification for the same services and is in all respects fair and without collusion or fraud.

EXCEPTIONS (List)

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Firm Name: \_\_\_\_\_

Date: \_\_\_\_\_

State of \_\_\_\_\_

County of \_\_\_\_\_

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_

Personally Known \_\_\_\_\_

OR Produced Identification \_\_\_\_\_, Type of Identification \_\_\_\_\_

My Commission Expires \_\_\_\_\_

\_\_\_\_\_  
(Printed, typed, or stamped commissioned name of notary)

***This document must be completed and returned with your Submittal***

**FORM 8**

**VENDOR CERTIFICATION REGARDING SCRUTINIZED COMPANIES' LISTS  
PURSUANT TO FLORIDA STATUTES, SECTION 187.135**

Respondent Vendor Name: \_\_\_\_\_

Name of Company: \_\_\_\_\_

FEIN: \_\_\_\_\_

Authorized Representative's Name and Title: \_\_\_\_\_

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Email Address: \_\_\_\_\_

Florida Statutes, Sections 287.135, , prohibits Florida municipalities from contracting with companies, for goods or services over \$1,000,000, that are on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List engaged in any Business operations with Cuba or Syria, or which are on the list of Scrutinized Companies that Boycott Israel.

The list of "Scrutinized Companies" is created pursuant to Florida Statutes, Section 215.473. A copy of the current list of "Scrutinized Companies" can be found at the following link:

<https://www.sbafla.com/fsb/FundsWeManage/FRSPensionPlan/GlobalGovernanceMandates/QuarterlyReports.aspx>

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

I understand and agree that the City may immediately terminate any contract resulting from this solicitation if the company referenced above is found to have submitted a false certification related to the Scrutinized Companies that Boycott Israel List, engaging in a boycott of Israel, the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or engaging in business operations in Cuba or Syria.

Certified By: \_\_\_\_\_  
Authorized Signature

Print Name: \_\_\_\_\_

Print Title: \_\_\_\_\_

***This document must be completed and returned with your Submittal***

**FORM 9**

**PROPOSER'S QUALIFICATION FORM**

**LIST MAJOR WORK PRESENTLY UNDER CONTRACT:**

<u>% Completed</u>	<u>Project</u>	<u>Contract</u>	<u>Amount</u>
_____	_____	_____	\$ _____
_____	_____	_____	\$ _____
_____	_____	_____	\$ _____

**LIST CURRENT PROJECTS FOR WHICH YOU ARE THE CANDIDATE FOR AWARD:**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**OTHER INFORMATION ABOUT PROJECTS:**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Has the Proposer, at any time, failed to complete a contract?

Yes     No

**STATEMENT OF LITIGATION:**

Are there any judgments, claims or suits pending or outstanding by or against you?

Yes     No

Attach detailed explanation as required as part of the RFQ Submittal.

**CONTRACT VALUES:**

List total value of contracts for work completed on similar projects in the past five (5) years, whether as an individual firm or as part of a joint venture. **Values must be listed individually by contract or project and then summarized as a total dollar amount.**

\$ \_\_\_\_\_ Total Value for **PAST** completed and similar project

\$ \_\_\_\_\_ Total Value for **PAST** completed and similar project

Attach additional page if necessary.



**REFERENCES:**

Bank(s) Maintaining Account(s): \_\_\_\_\_

\_\_\_\_\_

Surety/Underwriter: (if required): \_\_\_\_\_

\_\_\_\_\_

Other References: (Use additional sheets if necessary)

\_\_\_\_\_

\_\_\_\_\_

**TYPE OF FIRM:**

- Corporation: If firm is a corporation, please list state in which it is incorporated: \_\_\_\_\_.  
If firm is a corporation, by signing this form, Proposer certifies that the firm is authorized to do business in the State of Florida. Years in business:
- Partnership/Years in Business:
- Sole Proprietorship/Years in Business:
- Other: Please list:

\_\_\_\_\_  
Company

\_\_\_\_\_  
Address

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
City, State, Zip Code

\_\_\_\_\_  
Printed Name & Title

\_\_\_\_\_  
Telephone No.

\_\_\_\_\_  
Email

\_\_\_\_\_  
Fax No.

***This document must be completed and returned with your Submittal***

\_\_\_\_\_

**FORM 10**

**DECLARATION STATEMENT**

City of Bunnell  
604 East Moody Blvd., Suite 6  
Bunnell, FL 32110

**RE: RFQ No. 2023-01, Bunnell WWTF Expansion and BNR Improvements**

Dear Mayor and City Commission Members:

The undersigned as Proposer, or on behalf of Proposer, declares that this RFQ Submittal is submitted without any other understanding, agreement or connection with any person, corporation, or firm submitting a Response for the same purpose and that the Response is in all respects fair and without collusion or fraud.

The undersigned as Proposer, or on behalf of Proposer, further declares that this Response is in compliance in every respect with all the Instructions to Proposers issued prior to the opening of the RFQ Submittals.

The undersigned as Proposer, or on behalf of Proposer, if selected, agrees to commence negotiations in good faith and execute an appropriate City document for the purpose of establishing a formal contractual relationship with the City for the performance of all requirements to which the RFQ Submittal pertains as set forth in **RFQ No. 2023-01, BUNNELL WWTF EXPANSION AND BNR IMPROVEMENTS.**

IN WITNESS WHEREOF, WE have hereunto subscribed our names on this \_\_\_\_\_ day of \_\_\_\_\_,  
2023 in the City of \_\_\_\_\_ in the State of Florida.

\_\_\_\_\_  
Company

\_\_\_\_\_  
Address

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
City, State, Zip Code

\_\_\_\_\_  
Printed Name & Title

\_\_\_\_\_  
Telephone No.

\_\_\_\_\_  
Email

\_\_\_\_\_  
Fax No.

***This document must be completed and returned with your Submittal***

**FORM 11**

**NON-COLLUSION AFFIDAVIT OF THE PRIME QUALIFIER**

*THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.*

State of \_\_\_\_\_

County of \_\_\_\_\_

\_\_\_\_\_, being first duly sworn, deposes and says that:

I am the \_\_\_\_\_ of \_\_\_\_\_, (Proposer) which has submitted a Response to City of Bunnell, FL, RFQ No. 2023-01.

I am fully informed respecting the preparation and contents of the Response to RFQ No. 2023-01, and of all pertinent circumstances respecting such Response.

Neither the Proposer nor any of its officers, partners, owners, agent representatives, employees or parties in interest, including this Affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, sought by agreement or collusion or communication or conference with any other proposer, firm or person, to fix the price or prices in the Proposer's Response to RFQ No. 2023-01, or that of any other proposer, or to fix any overhead, profit or cost element of the Response price or the price of any other proposer, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Bunnell, FL.

The price or prices quoted in the Proposer's Response to RFQ No. 2023-01, are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Proposer or any of its agents, representatives, owners, employees, or parties in interest, including this Affiant.

\_\_\_\_\_  
Company

\_\_\_\_\_  
Address

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
City, State, Zip Code

\_\_\_\_\_  
Printed Name & Title

\_\_\_\_\_  
Telephone No.

\_\_\_\_\_  
E-mail

\_\_\_\_\_  
Fax No.

**STATE OF FLORIDA**

**COUNTY OF**

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization of as \_\_\_\_\_, of \_\_\_\_\_, who personally swore or affirmed that he/she is authorized to execute this Agreement and thereby bind the Contractor, and who is personally known to me or who produced \_\_\_\_\_ as identification, and who did/did not take an oath this day of \_\_\_\_\_, 2023.

(stamp)

\_\_\_\_\_  
NOTARY PUBLIC

***This document must be completed and returned with your Submittal***

---

**FORM 12**

**ACKNOWLEDGMENTS**

**RFQ No. 2023-01**

**CONSTRUCTION MANAGER AT RISK (CMAR) SERVICES –  
BUNNELL WWTF EXPANSION AND BNR IMPROVEMENTS**

**To: City of Bunnell  
604 East Moody Blvd, Suite 6  
Bunnell, FL 32110**

\_\_\_\_\_ (Proposer) guarantees its Response to RFQ No. 2023-01 for a period not to exceed one hundred twenty (120) days from the date its RFQ Response was submitted to the City of Bunnell, FL unless an extension is granted by the Proposer.

The Contractor, by signing these **RFQ** Submittal pages, acknowledges, and agrees to abide by all the terms, conditions, and specifications contained in this **RFQ** Document.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

INDIVIDUAL, LIMITED LIABILITY COMPANY,  
PARTNERSHIP, OR OTHER FORM OF ENTITY WHICH IS NOT A CORPORATION

By: \_\_\_\_\_  
(Signature) (Print name)

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

Taxpayer/Employer Identification Number (TIN/EIN): \_\_\_\_\_





**FORM 13**

**COMPLIANCE WITH THE PUBLIC RECORDS LAW**

*THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC*

Upon award, recommendation, or ten (10) days after opening, submittals become a "public record" and shall be subject to public disclosure consistent with Florida Statutes, Chapter 119. Proposers must clearly mark information within a Response which is exempt from disclosure under Florida law and must state the reasons why such exclusion from public disclosure is permitted. To the extent any protected information is submitted to the City of Bunnell, it must be submitted in a separate envelope marked accordingly.

The Proposer agrees that it will fully defend the City of Bunnell in any cause of action or litigation associated with non-disclosure of that information identified by the Proposer as exempt under Florida's public records law. It is understood and agreed by the Proposer that in the event the Proposer fails to defend the City of Bunnell in any such litigation, the City may take such action as it deems necessary to avoid a third-party cause of action, including disclosure of the information. In such an event, the Proposer shall hold the City harmless and free of any liability.

Company Name: \_\_\_\_\_

Authorized representative (printed): \_\_\_\_\_

Authorized representative (signature): \_\_\_\_\_

**STATE OF FLORIDA**

**COUNTY OF** \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization of \_\_\_\_\_, as \_\_\_\_\_, of \_\_\_\_\_, who personally swore or affirmed that he/she is authorized to execute this Agreement and thereby bind the Contractor, and who is personally known to me or who produced \_\_\_\_\_ as identification, and who did/did not take an oath this \_\_\_\_ day of \_\_\_\_\_, 2023.

(stamp)

\_\_\_\_\_  
NOTARY PUBLIC

***This document must be completed and returned with your Submittal***



# FORM 15

**Form W-9**  
(Rev. October 2018)  
Department of the Treasury  
Internal Revenue Service

## Request for Taxpayer Identification Number and Certification

**Give Form to the  
requester. Do not  
send to the IRS.**

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type.  
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.						
2 Business name/disregarded entity name, if different from above						
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.  <table style="width: 100%; border: none;"> <tr> <td style="text-align: center; width: 20%;">Individual/sole proprietor or single-member LLC</td> <td style="text-align: center; width: 20%;">C Corporation</td> <td style="text-align: center; width: 20%;">S Corporation</td> <td style="text-align: center; width: 20%;">Partnership</td> <td style="text-align: center; width: 20%;">Trust/estate</td> </tr> </table> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ <b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.  Other (see instructions) ▶ _____	Individual/sole proprietor or single-member LLC	C Corporation	S Corporation	Partnership	Trust/estate	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  Exempt payee code (if any) _____  Exemption from FATCA reporting code (if any) _____  <i>(Applies to accounts maintained outside the U.S.)</i>
Individual/sole proprietor or single-member LLC	C Corporation	S Corporation	Partnership	Trust/estate		
5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)					
6 City, state, and ZIP code						
7 List account number(s) here (optional)						

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Social security number									
or Employer identification number									

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number to Give the Requester* for guidelines on whose number to enter.

### Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

**Sign Here**

Signature of U.S. person ▶

Date ▶

### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

#### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

Form 1099-DIV (dividends, including those from stocks or mutual funds)

• Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)

• Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)

• Form 1099-S (proceeds from real estate transactions)

• Form 1099-K (merchant card and third party network transactions)

• Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)

• Form 1099-C (canceled debt)

• Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later*

**This document must be completed and returned with your Submittal**

**FORM 16**

**FUNDING COMPLIANCE STATEMENT AND CERTIFICATION**

Project Name: \_\_\_\_\_ Project Number: \_\_\_\_\_

Project Location: \_\_\_\_\_

**CERTIFICATION**

The Proposer hereby agrees to comply with any and all local, state, and/or federal funding requirements, to the extent applicable to the Project, and that any and all applicable local, state, and/or federal funding requirements shall be included within the agreement resulting from this solicitation RFQ 2023-01.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2023. I hereby certify the above statement on behalf of the Proposer. I hereby further certify that I have the authority to execute this certification and bind the Proposer according and that I am the same individual authorized to execute any Agreement resulting from this solicitation RFQ 2023-01.

Firm Name: \_\_\_\_\_

Authorized Representative (printed): \_\_\_\_\_

Authorized representative (signature): \_\_\_\_\_

Title: \_\_\_\_\_

**STATE OF FLORIDA**  
**COUNTY OF \_\_\_\_\_**

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization of \_\_\_\_\_, as \_\_\_\_\_, of \_\_\_\_\_, who personally swore or affirmed that he/she is authorized to execute this Agreement and thereby bind the Contractor, and who is personally known to me or who produced as identification, and who did/did not take an oath this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

(stamp)

\_\_\_\_\_  
NOTARY PUBLIC

***This document must be completed and returned with your Submittal***

**SUPPLEMENTARY CONDITIONS (CONSTRUCTION)**

---

Florida Department of Environmental Protection  
State Revolving Fund Program  
Supplementary Conditions  
for

Formally Advertised  
Construction Procurement

Revised August 2022

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ENVIRONMENTAL PROTECTION  
SUPPLEMENTARY CONDITIONS**

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## FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION SUPPLEMENTARY CONDITIONS

The intent of the Florida Department of Environmental Protection (FDEP) Supplementary Conditions is to complement and supplement other provisions of the Bidding Documents. However, if there is any conflict between the FDEP Supplementary Conditions and other provisions of the Bidding Documents, the FDEP Supplementary Conditions shall take precedence over the other provisions except when the other provisions are similar to, but more stringent than, the FDEP Supplementary Conditions. When other provisions of the Bidding Documents are similar to, but more stringent than, the FDEP Supplementary Conditions, the more stringent provisions shall apply.

### ARTICLE 1 - DEFINITIONS

Wherever used in these Supplementary Conditions (except in the appendices to these Supplementary Conditions), the following terms have the meanings indicated, which are applicable to both the singular and plural thereof.

- 1.1 Addendum - A written or graphic instrument that is issued prior to the opening of bids and that clarifies, corrects, or changes the Bidding Documents.
- 1.2 Agreement or Contract - The written agreement between the Owner and the Contractor covering the Work to be performed and furnished; these Supplementary Conditions and other Contract Documents are attached to the Agreement/Contract and made a part thereof as provided therein.
- 1.3 Bid - The offer or proposal of a bidder submitted on the prescribed form and setting forth the price(s) for the Work to be performed and furnished.
- 1.4 Bidder - Any person, firm, or corporation that submits a bid directly to the Owner.
- 1.5 Bidding Documents - The Advertisement for Bids or the Invitation to Bid, the Instructions to Bidders or the Information for Bidders, the Bid Form, the proposed Contract Documents, and all addenda.
- 1.6 Bond - An instrument of security.
- 1.7 Change Order - A document that is recommended by the Engineer and signed by the Contractor and the Owner; that authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Time; and that is issued on or after the Effective Date of the Agreement/Contract.
- 1.8 Contract Documents - The Agreement/Contract; the Contractor's Bid when attached as an exhibit to the Agreement/Contract; the Performance and Payment Bond(s); the General Conditions; the Supplementary Conditions (including these Supplementary Conditions); the Specifications (written technical descriptions of material, equipment, construction systems, standards, and workmanship as applied to the Work and certain administrative details applicable thereto); the Drawings (drawings that show the character and scope of the Work to be performed and furnished); all addenda that pertain to the Contract Documents; and all change orders.
- 1.9 Contract Time - The number of days or the date stated in the Contract Documents for completion of the Work.
- 1.10 Contractor - The person, firm, or corporation with whom or which the Owner enters into the Agreement/Contract.
- 1.11 Effective Date of the Agreement/Contract - The date indicated in the Agreement/Contract on which the Agreement/Contract becomes effective, or if no such date is indicated in the Agreement/Contract, the date on which the Agreement/Contract is signed and delivered by the last of the two parties to sign and deliver the Agreement/Contract.
- 1.12 Engineer - The person, firm, or corporation named as such in the Contract Documents.
- 1.13 Minority Business Enterprise (MBE) - A historically Black college or university or a business that is (a) certified as socially and economically disadvantaged by the Small Business Administration, (b) certified as an MBE by a state or federal agency, or (c) an independent business concern which is at least 51-percent owned and controlled by minority group members. (A minority group member is an individual who is a citizen of the United States and one of the following: [i] Black American; [ii] Hispanic American [with origins from Puerto Rico, Mexico, Cuba, or South or Central America]; [iii] Native American [American Indian, Eskimo, Aleut, or native Hawaiian]; or [iv] Asian-Pacific American



[with origins from Japan, China, the Philippines, Vietnam, Korea, Samoa, Guam, the U.S. Trust Territories of the Pacific, Northern Marianas, Laos, Cambodia, Taiwan, or the Indian Subcontinent].)

1.14 Notice to Proceed -The written notice given by the Owner to the Contractor fixing the date on which the Contract Time will commence to run and on which the Contractor shall start to perform its obligations under the Contract Documents.

1.15 Owner - The local government (municipality, county, district, or authority; or any agency thereof; or a combination of two or more of the foregoing acting jointly) with which the Florida Department of Environmental Protection (FDEP) may execute, or has executed, a State Revolving Fund loan agreement and for which the Work is to be provided.

1.16 Project - The total construction or facilities described in a State Revolving Fund loan agreement between the FDEP and the Owner, of which the Work to be provided under the Contract Documents may be the whole or a part.

1.17 Sponsor – The recipient of the State Revolving Fund loan agreement that provides funds for the project.

1.18 Subcontract - A direct contract between a subcontractor and the Contractor, or any other subcontractor at any tier, for the furnishing of goods (material and equipment) or the performance of services (including construction) necessary to complete the Work.

1.19 Subcontractor - A person, firm, or corporation having a direct contract with the Contractor, or any other subcontractor at any tier, for the furnishing of goods (material and equipment) or the performance of services (including construction) necessary to complete the Work.

1.20 Successful Bidder - The lowest responsive, responsible bidder to whom or which the Owner intends to award the Agreement/Contract.

1.21 Women's Business Enterprise (WBE) - A business that is (a) certified as a WBE by a state or federal agency or (b) an independent business concern which is at least 51-percent owned and controlled/operated by women. (Determination of whether a business is at least 51-percent owned by women shall be made without regard to community property laws [e.g., an otherwise qualified WBE that is 51-percent owned by a married woman in a community property state will not be disqualified because the married woman's husband has a 50-percent interest in the married woman's share of the business; similarly, a business that is 51-percent owned by a married man and 49-percent owned by women will not become a qualified WBE by virtue of the married man's wife having a 50-percent interest in the married man's share of the business].)

1.22 Work - The entire completed construction or the various separately identifiable parts thereof required to be performed and furnished under the Contract Documents; Work is the result of performing services, furnishing labor, furnishing material and equipment, and incorporating material and equipment into the construction as required by the Contract Documents.

## ARTICLE 2 - PRIVACY OF AGREEMENT/CONTRACT

2.1. The Owner expects to finance this Agreement/Contract with assistance from the FDEP, which administers a State Revolving Fund loan program supported in part with funds directly made available by grants from the United States Environmental Protection Agency (USEPA). Neither the State of Florida nor the United States (nor any of their departments, agencies, or employees) will be a party to this Agreement/Contract or any lower-tier subcontract.

## ARTICLE 3 - PROCUREMENT REQUIREMENTS

3.1. This Agreement/Contract and the Owner's solicitation and award of this Agreement/Contract are subject to requirements contained in Chapter 62-503 (Revolving Loan Program) and/or Chapter 62-552, Florida Administrative Code as applicable.

## ARTICLE 4 - RESOLUTION OF PROTESTS AND CLAIMS/DISPUTES

**Resolution of Protests Concerning the Owner's Solicitation and/or Award of this Agreement/Contract:**

- 4.1. Protests concerning the Owner's solicitation and/or award of this Agreement/Contract must be filed in writing with the Owner to be considered.
- 4.2. All timely written protests concerning the Owner's solicitation and/or award of this Agreement/Contract are to be resolved in accordance with the Owner's dispute resolution process. A copy of the ordinance(s), resolution(s), or written policy (policies) that set forth the Owner's dispute resolution process is included elsewhere in the Bidding Documents or is to be made available by the Owner upon request.
- 4.3. Neither the (FDEP) nor the USEPA will become a party to, or have any role in resolving, protests concerning the Owner's solicitation and/or award of this Agreement/Contract. Protest decisions made by the Owner cannot be appealed to the FDEP or the USEPA.

**Resolution of Claims and Disputes Between the Owner and the Contractor:**

- 4.4. Unless otherwise provided in the Contract Documents, all claims and disputes between the Owner and the Contractor arising out of, or relating to, the Contract Documents or the breach thereof are to be decided by arbitration (if the Owner and the Contractor mutually agree) or in a court of competent jurisdiction within the State of Florida.
- 4.5. Neither the FDEP nor the USEPA will become a party to, or have any role in resolving, claims and disputes between the Owner and the Contractor.

**ARTICLE 5 - CHANGES TO THE BIDDING AND CONTRACT DOCUMENTS**

- 5.1. All changes to the Bidding Documents made subsequent to the FDEP's acceptance of the Bidding Documents and prior to the opening of bids are to be documented via addendum (addenda) to the Bidding Documents; all changes to the Contract Documents made after the opening of bids are to be documented by change order(s) to the Contract Documents. The Owner shall submit all addenda and change orders to the FDEP.

**ARTICLE 6 - BONDS AND INSURANCE**

**Bid Guarantees:**

- 6.1. Each bidder's bid is to be accompanied by a bid guarantee made payable to the Owner in an amount at least equal to five percent of the bidder's maximum bid price and in the form of a certified check or bid bond.

**Performance and Payment Bond(s):**

- 6.2. The Contractor shall furnish a combined performance and payment bond in an amount at least equal to 100 percent of the Contract Price (or, if required elsewhere in the Contract Documents, the Contractor shall furnish separate performance and payment bonds, each in an amount at least equal to 100 percent of the Contract Price) as security for the faithful performance and payment of all the Contractor's obligations under the Contract Documents. This(these) bond(s) are to be delivered to the Owner by the Contractor along with the executed Agreement/Contract. The Owner shall forward a copy of this (these) bond(s) to the FDEP.

**Insurance:**

- 6.3. The Owner and/or the Contractor (as required elsewhere in the Contract Documents) shall purchase and maintain, during the period of construction, such liability insurance as is appropriate for the Work being performed and furnished and as will provide protection from claims that may arise out of, or result from, the Contractor's performance and furnishing of the Work (whether the Work is to be performed or furnished by the Contractor or any subcontractor at the Work site) and the Contractor's other obligations under the Contract Documents. This insurance is to include workers' compensation insurance, comprehensive general liability insurance, comprehensive automobile liability insurance, and contractual liability insurance applicable to the Contractor's indemnification obligations and is to be written for not less than the limits of liability and coverages determined by the Owner or required by law, whichever is greater.

6.4. The Owner and/or the Contractor (as required elsewhere in the Contract Documents) shall purchase and maintain, during the period of construction, property insurance upon the Work at the Work site in an amount equal to the full replacement cost of the Work or the full insurable value of the Work. This insurance is to include the interests of the Owner, the Contractor, and all subcontractors at the Work site (all of whom are to be listed as insured or additional insured parties); is to insure against the perils of fire and extended coverage; and is to include "all-risk" insurance for physical loss or damage due to theft, vandalism and malicious mischief, collapse, water damage, and/or all other risks against which coverage is obtainable.

6.5. Before any Work at the Work site is started, the Contractor shall deliver to the Owner certificates of insurance that the Contractor is required to purchase and maintain in accordance with Paragraphs 6.3 and 6.4 of this Article and other provisions of the Contract Documents, and the Owner shall deliver to the Contractor certificates of insurance that the Owner is required to purchase and maintain in accordance with Paragraphs 6.3 and 6.4 of this Article and other provisions of the Contract Documents.

#### ARTICLE 7 - AWARD OF AGREEMENT/CONTRACT

7.1. If this Agreement/Contract is awarded, it is to be awarded to the lowest responsive, responsible bidder. A fixed price (lump sum or unit price or both) agreement/contract is to be used. A clear explanation of the method of evaluating bids and the basis for awarding this Agreement/Contract are included elsewhere in the Bidding Documents. All bids may be rejected when in the best interest of the Owner. After the contract has been awarded, the Owner shall give the Contractor a notice to proceed fixing the date on which the Contract Time will commence to run. The Owner shall forward a copy of this notice to proceed to the FDEP.

#### ARTICLE 8 - ITEMIZED CONSTRUCTION COST BREAKDOWN; CONSTRUCTION AND PAYMENT SCHEDULES

8.1. The Contractor shall submit to the Owner, within ten calendar days after the Effective Date of this Agreement/Contract, an itemized construction cost breakdown and construction and payment schedules.

8.1.1. The itemized construction cost breakdown, or schedule of values, is to include quantities and prices of items aggregating the Contract Price and is to subdivide the Work into component parts in sufficient detail to serve as the basis for progress payments during construction. Such prices are to include an appropriate amount of overhead and profit applicable to each item of Work.

8.1.2. The construction, or progress, schedule is to indicate the Contractor's estimated starting and completion dates for the various stages of the Work and is to show both the projected cost of Work completed and the projected percentage of Work completed versus Contract Time.

8.1.3. The payment schedule is to show the Contractor's projected payments cumulatively by month.

#### ARTICLE 9 – FDEP/USEPA ACCESS TO RECORDS AND PROJECT SITE

9.1. Authorized representatives of the Owner, the FDEP, and the USEPA shall have access to, for the purpose of inspection, the Work site(s), any books, documents, papers, and records of the Contractor that are pertinent to this Agreement/Contract at any reasonable time. The Contractor shall retain all books, documents, papers, and records pertinent to this Agreement/Contract for a period of five years after receiving and accepting final payment under this Agreement/Contract.

#### NOTE: ARTICLE 10 ONLY APPLIES TO FEDERAL CAP GRANT PROJECTS

#### ARTICLE 10 - DISADVANTAGED BUSINESS ENTERPRISES

The goal percent and timetable for Minority Business Enterprise (MBE) and Women's Business Enterprise (WBE) participation in the Work are found in Appendix B. If bidders or prospective contractors (including the Contractor) intend to let any lower-tier goods or services (including construction) subcontracts for any portion of the Work, they shall physically include these percentage goals for MBE and WBE participation in all solicitations for subcontracts and shall take good faith

efforts to assure that MBEs and WBEs are utilized, when possible, as sources of goods and services. Good faith efforts are to include the following:

10.1.1. Require Disadvantaged Business Enterprises (DBEs) are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State and Local and Government recipients, this will include placing DBEs on solicitation lists and soliciting them whenever they are potential sources.

10.1.2. Make information on forthcoming opportunities available to DBEs and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date.

10.1.3. Consider in the contracting process whether firms competing for large contracts could subcontract with DBEs. For Indian Tribal, State and local Government recipients, this will include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by DBEs in the competitive process.

10.1.4. Encourage contracting with a consortium of DBEs when a contract is too large for one of these firms to handle individually.

10.1.5. Use the services and assistance of the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

10.1.6. If the prime contractor awards subcontracts, require the prime contractor to take the steps in paragraphs 10.1.1 through 10.1.5 of this section.

10.2. Within ten calendar days after being notified of being the apparent Successful Bidder, the apparent Successful Bidder shall submit to the Owner documentation of the affirmative steps it has taken to utilize Minority and Women's Business Enterprises (MBEs and WBEs) in the Work and documentation of its intended use of MBEs and WBEs in the Work. The Owner shall keep this documentation on file and shall forward to the FDEP a copy of the apparent Successful Bidder's documentation concerning its intended use of MBEs and WBEs in the Work.

#### ARTICLE 11 - DEBARMENT AND SUSPENSION (EXECUTIVE ORDER 12549)

##### **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions**

11.1. The bidder certifies, by submission of this proposal, that neither the bidder nor its principals, nor the bidder's subcontractors nor their principals, are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

11.2. Where the bidder is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

11.3. The bidder also certifies that it and its principals and the bidder's subcontractors and their principals:

11.3.1. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

11.3.2. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in paragraph 11.3.1 of this certification; and

11.3.3. Have not within a three-year period preceding this proposal had one or more public transactions (federal, state or local) terminated for cause or default. Where the bidder is unable to certify to any of the above, such owner shall attach an explanation to this proposal.

11.3.4. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

11.3.5. The bidder shall incorporate the foregoing requirements 11.1 through 11.3 in all subcontracts.

## ARTICLE 12 - EQUAL EMPLOYMENT OPPORTUNITY (EXECUTIVE ORDER 11246)

### **12.1. Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity (Executive Order 11246). (Applicable to contracts/subcontracts exceeding \$10,000)**

12.1.1. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Specifications" set forth herein.

12.1.2. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in Florida, are as follows:

Goal for female participation: 6.9 percent statewide

Goal for minority participation: (See Appendix B at FDEP-15 for goals for each county)

These goals are applicable to all the Contractor's construction work (whether or not it is federal or federally assisted) performed in the covered area. If the contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor also is subject to the goals for both its federally involved and non-federally involved construction.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

12.1.3. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.

12.1.4. As used in this Notice, and in the contract resulting from this solicitation, the "covered area" is the State of Florida.

12.1.5. Contractors shall incorporate the foregoing requirements in all subcontracts.

### **12.2. Equal Opportunity Clause (Applicable to contracts/subcontracts exceeding \$10,000)**

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

12.2.1. The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

12.2.2. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. The notice can be obtained online at <http://www.dhs.gov/e-verify/>. The Contractor shall state that all qualified applicants be considered without regard to race, color, religion, sex or national origin.

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

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

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

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

12.2.7. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

12.2.8. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs 12.2.1 through 12.2.8 in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

**12.3. The Standard Federal Equal Employment Opportunity Construction Contract Specifications (Executive Order 11246)**

12.3.1. As used in these specifications:

a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;

b. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;

c. "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.

d. "Minority" includes:

(i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);

(ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);

(iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and

(iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

12.3.2. Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

12.3.3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or Subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's or Subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

12.3.4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7a through p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction Contractors performing construction work in geographical areas where they do not have a federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the FEDERAL REGISTER in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

12.3.5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.

12.3.6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.

12.3.7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:

- a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
- b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.

- c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefore, along with whatever additional actions the Contractor may have taken.
- d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.
- e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 12.3.7b above.
- f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
- g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with onsite supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
- h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.
- i. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.
- j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's work force.
- k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.
- l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
- m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.



- n. Ensure that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
- o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
- p. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.

12.3.8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (12.3.7a through 12.3.7p). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through p of these specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

12.3.9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).

12.3.10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.

12.3.11. The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

12.3.12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

12.3.13. The Contractor, in fulfilling its obligation under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.

12.3.14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

12.3.15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

12.4. Pursuant to 41 CFR 60-1.7, if the price of this bid exceeds \$10,000, the bidder, by signing and submitting this proposal, certifies the following:

- 12.4.1. Affirmative action programs pursuant to 41 CFR 60-2 have been developed and are on file;
- 12.4.2. Documentation of a previous contract or subcontract subject to the equal opportunity clause is available;
- 12.4.3. All reports due under the applicable filing requirements have been filed with the Joint Reporting Committee, the Deputy Assistant Secretary or the Equal Employment Opportunity Commission; and
- 12.4.4. Each prospective construction subcontractor that may be awarded a lower-tier construction subcontract with a price exceeding \$10,000 shall meet the above requirements 12.4.1 through 12.4.3.

12.5. Pursuant to 41 CFR 60-1.8, if the price of this bid exceeds \$10,000, the bidder, by signing and submitting this proposal, certifies the following:

- 12.5.1. That he/she does not maintain or provide for his/her employees any segregated facility at any of his/her establishments;
- 12.5.2. That he/she does not permit employees to perform their services at any location, under his/her control, where segregated facilities are maintained;
- 12.5.3. That he/she will not maintain or provide for employees any segregated facilities at any of his/her establishments;
- 12.5.4. That he/she will not permit employees to perform their services at any location under his/her control where segregated facilities are maintained;
- 12.5.5. That a breach of this certification is violation of the Equal Opportunity Clause of this contract; and
- 12.5.6. That he/she will obtain identical certifications from proposed Subcontractors prior to the award of Subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause, and that he will retain such certifications in his/her files.

As used in this certification, the term "segregated facilities" means any waiting rooms, work eating areas, time clocks, locker rooms, and other storage or dressing areas, transportation and housing facilities provided for employees which are in fact segregated on the basis of race, color, religion, or otherwise.

12.6. If the price of this Agreement/Contract exceeds \$10,000, the Owner shall give written notice to the Director of the Office of Federal Contract Compliance Programs within ten working days of award of this Agreement/Contract. The notice is to include the name, address, and telephone number of the Contractor; the employer identification number of the Contractor; the dollar amount of this Agreement/Contract; the estimated starting and completion dates of this Agreement/Contract; the number of this Agreement/Contract; and the geographical area in which the Work is to be performed.

12.7. If the price of this Agreement/Contract equals or exceeds \$50,000 and if the Contractor has 50 or more employees, the Contractor shall electronically file Standard Form 100 (EEO-1) online at <https://egov.eeoc.gov/eeol/eeol.jsp> within 30 calendar days after the award of this Agreement/Contract, unless the Contractor has submitted such a report within 12 months preceding the date of award of this Agreement/Contract. In addition, the Contractor shall ensure that each construction subcontractor having 50 or more employees and a lower-tier construction subcontract with a price equaling or exceeding \$50,000 also electronically files this form within 30 calendar days after the award to it of the lower-tier construction subcontract, unless the construction subcontractor has submitted such a report within 12 months preceding the date of award of the lower-tier construction subcontract.

ARTICLE 13 - IMMIGRATION REFORM AND CONTROL ACT OF 1986 (STATE OF FLORIDA EXECUTIVE ORDER 11-116)

The Immigration Reform and Control Act of 1986 prohibits employers from knowingly hiring illegal workers. The Contractor shall only employ individuals who may legally work in the United States – either U.S. citizens or foreign citizens who are authorized to work in the U.S. The Contractor shall use the U.S. Department of Homeland Security’s E-Verify Employment Eligibility Verification system (<https://www.e-verify.gov/>) to verify the employment eligibility of:

- all new employees, during the term of this Agreement, to perform employment duties within Florida; and,
- all new employees (including subcontractors and subrecipients) assigned by the Contractor to perform work pursuant to this Agreement.

The Contractor shall include this provision in all subcontracts/subgrants it enters into for the performance of work under this Agreement.

ARTICLE 14 – ENVIRONMENTAL COMPLIANCE

The Contractor, and all subcontractors at any tier, shall comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857[h]), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738 (Administration of the Clean Air Act and the Federal Water Pollution Control Act with Respect to Federal Contracts, Grants, or Loans).

ARTICLE 15 – FEDERAL LABOR STANDARDS PROVISION

Contracts being constructed with assistance from the State Revolving Fund Program are currently required to comply with the Federal Labor Standards Provisions as provided in Appendix C. Signing Appendix A certifies compliance with these provisions.

ARTICLE 16 – AMERICAN IRON AND STEEL PROVISION

Contracts being constructed with assistance from the State Revolving Fund Program are currently required to comply with The American Iron and Steel Provision as provided in Appendix D. Signing Appendix A certifies compliance with these provisions.

ARTICLE 17 - PROHIBITED LOCAL GOVERNMENT CONSTRUCTION PREFERENCES

- A. Pursuant to Section 255.0991, F.S., for a competitive solicitation for construction services in which 50 percent or more of the cost will be paid from state-appropriated funds which have been appropriated at the time of the competitive solicitation, a state, college, county, municipality, school district, or other political subdivision of the state may not use a local ordinance or regulation that provides a preference based upon:
1. The contractor’s maintaining an office or place of business within a particular local jurisdiction;
  2. The contractor’s hiring employees or subcontractors from within a particular local jurisdiction; or
  3. The contractor’s prior payment of local taxes, assessments, or duties within a particular local jurisdiction.
- B. For any competitive solicitation that meets the criteria in Paragraph A., a state college, county, municipality, school district, or other political subdivision of the state shall disclose in the solicitation document that any applicable local ordinance or regulation does not include any preference that is prohibited by Paragraph A.

**NOTE: ARTICLE 18 ONLY APPLIES TO FEDERAL CAP GRANT PROJECTS**

**ARTICLE 18 – BUILD AMERICA, BUY AMERICA PROVISION**

Contracts being constructed with assistance from the State Revolving Fund Program are currently required to comply with The Build America, Buy America provision as provided in Appendix E. Signing Appendix A certifies compliance with the Build America, Buy America provision if the project is a Federal Cap Grant project.

**APPENDIX A TO THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION  
SUPPLEMENTARY CONDITIONS**

**CERTIFICATION OF COMPLIANCE WITH THE FLORIDA DEPARTMENT OF  
ENVIRONMENTAL PROTECTION SUPPLEMENTARY CONDITIONS**

This certification relates to a construction contract proposed by \_\_\_\_\_,  
(insert the name of the Owner)

which expects to finance the proposed construction contract with assistance from the Florida Department of Environmental Protection (which administers a State Revolving Fund loan program supported in part with funds directly made available by grants from the United States Environmental Protection Agency). I am the undersigned prospective construction contractor or subcontractor.

I certify that I have read the Florida Department of Environmental Protection's Supplementary Conditions and agree to incorporate the following articles into the bid and/or contract:

- ARTICLE 11 DEBARMENT AND SUSPENSION (EXECUTIVE ORDER 12549)
- ARTICLE 12 EQUAL EMPLOYMENT OPPORTUNITY (EXECUTIVE ORDER 11246)
- ARTICLE 13 IMMIGRATION REFORM AND CONTROL ACT (FLORIDA EXECUTIVE ORDER 11-116)
- ARTICLE 14 ENVIRONMENTAL COMPLIANCE
- ARTICLE 15 FEDERAL LABOR STANDARDS PROVISION
- ARTICLE 16 AMERICAN IRON AND STEEL PROVISION
- ARTICLE 18 BUILD AMERICA, BUY AMERICA PROVISION – IF A FEDERAL CAP GRANT PROJECT

I agree that I will obtain identical certifications from prospective lower-tier construction subcontractors prior to the award of any lower-tier construction subcontracts with a price exceeding \$2,000. I also agree that I will retain such certifications in my files.

\_\_\_\_\_  
(Signature of Authorized Official)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Name and Title of Authorized Official [Print or Type])

\_\_\_\_\_  
(Name of Prospective Construction Contractor or Subcontractor [Print or Type])

\_\_\_\_\_  
(Address and Telephone Number of Prospective Construction Contractor or Subcontractor [Print or Type])

\_\_\_\_\_  
(Employer Identification Number of Prospective Construction Contractor or Subcontractor)

**APPENDIX B TO THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION  
SUPPLEMENTARY CONDITIONS**

**GOALS AND TIMETABLES FOR MINORITIES AND FEMALES**

[Note: These goals and timetables are the goals and timetables referred to in Paragraph 2 of the "Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity (Executive Order 11246)"; these goals and timetables are to be included in all FDEP assisted construction contracts and subcontracts with a price exceeding \$10,000 and in all solicitations for such contracts and subcontracts.]

The following goals and timetables for female utilization shall be included in all federal and federally assisted construction contracts and subcontracts in excess of \$10,000. The goals are applicable to the contractor's aggregate on-site construction workforce whether or not part of that workforce is performing work on a federal or federally assisted construction contract or subcontract.

Area covered: Goals for Women apply nationwide.

Goals and Timetables

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Timetable	Goals (percent)
Indefinite	6.9

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Goals for minority utilization can be found in the Department of Labor's Construction Contractors Technical Assistance Guide (October 2019), available on the internet at [https://www.dol.gov/sites/dolgov/files/OFCCP/Construction/508\\_cctag\\_12032020.pdf](https://www.dol.gov/sites/dolgov/files/OFCCP/Construction/508_cctag_12032020.pdf). These goals shall be included for each craft and trade in all federal or federally assisted construction contracts and subcontracts in excess of \$10,000 to be performed in the respective geographical areas. The goals are applicable to each nonexempt contractor's total onsite construction workforce, regardless of whether or not part of that workforce is performing work on a federal, federally assisted or non-federally related project, contract or subcontract.

Construction contractors which are participating in an approved Hometown Plan (see 41 CFR 60-4.5) are required to comply with the goals of the Hometown Plan with regard to construction work they perform in the area covered by the Hometown Plan. With regard to all their other covered construction work, such contractors are required to comply with the applicable SMSA or EA goal contained in this Appendix.

**APPENDIX C  
TO THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION  
SUPPLEMENTARY CONDITIONS**

**Davis-Bacon Requirements**

**FEDERAL LABOR STANDARDS PROVISIONS**

**(Davis-Bacon Act, Copeland Act, and Contract Works Hours & Safety Standards Act)**

The Project to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such federal assistance.

**1 Minimum Wages.**

(i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act, 29 CFR Part 3, the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR Part 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii) (a) The sponsor, on behalf of EPA, shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The FDEP shall approve a request for an additional classification and wage rate and fringe benefits; therefore, only when the following criteria have been met:

- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (2) The classification is utilized in the area by the construction industry; and
- (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the sponsor(s) agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the sponsor to the FDEP. The FDEP will transmit the request to the Administrator of the Wage and Hour Division, employment Standards Administration, U. S. Department of Labor. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional

classification action within 30 days of receipt and so advise the FDEP or will notify FEDP within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

(c) In the event that the Contractor, the laborers or mechanics to be employed in the Classification or their representatives, and the sponsor do not agree on the proposed classification and wage rate (including the amount designed for fringe benefits, where appropriate), the FDEP shall refer the request and the local wage determination, including the views of all interested parties and the recommendation of FDEP, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt of the request and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program. Provided, that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account, assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

## **2. Withholding.**

The sponsor shall, upon written request of the EPA or an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, EPA may, after written notice to the contractor, sponsor, applicant, or owners, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

## **3. Payrolls and Basic Records.**

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017).



(ii) (a) The contractor shall submit weekly for each week in which any contract work is performed, a copy of all payrolls to the sponsor. Such documentation shall be available upon request by FDEP. As to each payroll copy received, the sponsor shall provide a certification that the project is in compliance with the requirements of 29 CFR 5.5(a)(1) with each disbursement request. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR Part 5.5(a)(3)(I), except that full social security numbers and home addresses shall not be included on the weekly payrolls. Instead, the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site <http://www.dol.gov/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current addresses of each covered worker, and shall provide them upon request to the sponsor for transmission to the FDEP or EPA if requested by EPA, the FDEP, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsor. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149).

(b) Each payroll submitted shall be accompanied by a Statement of Compliance, signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under 29 CFR Part 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR Part 5.5 (a)(3)(I), and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(c) The weekly submission of a properly executed certification set forth on the reverse side of Option Form WH-347 shall satisfy the requirement for submission of the Statement of Compliance required by paragraph A. 3(ii)(b) of this section.

(d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph A.3(I) of this section available for inspection, copying, or transcription by authorized representatives of the FDEP or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FDEP may, after written notice to the contractor, or sponsor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request to make such records available may be grounds for debarment action pursuant to 29 CFR Part 5.12.

#### **4. Apprentices and Trainees.**

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U. S. Department of Labor, the Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio

of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program, shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with the determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U. S. Department of Labor, the Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program the contract will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal Employment Opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

#### **5. Compliance with Copeland Act Requirements.**

The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract.

#### **6. Subcontracts.**

The contractor or subcontractor will insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as EPA determines may be appropriate, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR Part 5.5.

#### **7. Contract Termination, Debarment.**

A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

## **8. Compliance with Davis-Bacon and Related Act Requirements.**

All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3 and 5 are herein incorporated by referenced in this contract.

## **9. Disputes Concerning Labor Standards.**

Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6 and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the sponsor, FDEP, EPA, the U. S. Department of Labor, or the employees or their representatives.

## **10. Certification of Eligibility.**

(i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded EPA contracts or participate in EPA programs pursuant to Executive Order 12549.

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded EPA contracts or participate in EPA programs pursuant to Executive Order 12549.

(iii) The penalty for making false statements is prescribed in the U. S. Criminal Code, 18 U. S. C. 1001. Additionally, U. S. Criminal Code, Section 1010, Title 18, U. S. C., Federal Housing Administration transactions, provides in part "Whoever, for the purpose of . . . influencing in any way the action of such Administration . . . makes, utters or publishes any statement, knowing the same to be false . . . shall be fined not more than \$5,000 or imprisoned not more than two years, or both".

## **11. Complaints, Proceedings, or Testimony by Employees.**

A. No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this contract are applicable shall be discharged or in any other manner discriminated against by the contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this contract to his employer.

**B. Contract Work Hours and Safety Standards Act.** The sponsor shall insert the following clauses set forth in paragraphs B.(1), (2), (3), and (4) of this section in full in any contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by item 3 above or 29 CFR 4.6. As used in the paragraph, the terms laborers and mechanics include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in subparagraph (1) of this paragraph.

(3) Withholding for unpaid wages and liquidated damages. The sponsor, upon written request of the FDEP or an authorized representative of the Department of Labor, may withhold or cause to be withheld, from any moneys payable on

account of work performed by the contractor or subcontractor under any such contract or any other federal contract with the same prime contract, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

### **C. Health and Safety**

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

(2) The contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 (formerly part 1518) and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act (Public Law 91-54.83 State 96).

(3) The contractor shall include the provisions of this Article in every subcontract so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontract as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

## **12. Guidance to Contractor for Compliance with Labor Standards Provisions**

### **a) Contracts with Two Wage Decisions**

If the contract includes two wage decisions, the contractor, and each subcontractor who works on the site, must submit either two separate payrolls (one for each wage decision) or one payroll which identifies each worker twice and the hours worked under each wage decision. One single payroll, reflecting each worker once, may be submitted provided the Contractor uses the higher rate in the wage decisions for each identical job classification. However, where a job classification is not listed in a wage decision and is needed for that portion of the work, the classification **must** be added to the wage decision. A worker may not be paid at the rate for a classification using the hourly rate for that same classification in another wage decision. After the additional classification is approved, the contractor may pay the higher of the two rates and submit one payroll, if desired.

### **b) Complying with Minimum Hourly Amounts**

1) The minimum hourly amount due to a worker in each classification is the total of the amounts in the Rates and Fringe Benefits (if any) columns of the applicable wage decision.

2) The contractor may satisfy this minimum hourly amount by any combination of cash and bona fide fringe benefits, regardless of the individual amounts reflected in the Rates and Fringe Benefits columns.

3) A contractor payment for a worker which is required by law is not a fringe benefit in meeting the minimum hourly amount due under the applicable wage decision. For example, contractor payments for FICA or unemployment insurance are not a fringe benefit; however, contractor payments for health insurance or retirement are a fringe benefit. Generally, a fringe benefit is bona fide if (a) it is available to most workers and (b) involves payments to a third party.

4) The hourly value of the fringe benefit is calculated by dividing the contractor's annual cost (excluding any amount contributed by the worker) for the fringe benefit by 2080. Therefore, for workers with overtime, an additional payment may be required to meet the minimum hourly wages since generally fringe benefits have no value for any time worked over 40 hours weekly. (If a worker is paid more than the minimum rates required by the wage decision, this should not be a problem. As long as the total wages received by a worker for straight time equals the hours worked times the minimum hourly rate in the wage decision, the requirement of the Davis-Bacon and Related Acts has been satisfied.)

### **c) Overtime**

For any project work over 40 hours weekly, a worker generally must be paid 150% of the actual hourly cash rate received, not the minimum required by the wage decision. (The Davis-Bacon and Related Acts only establishes minimum rates and does not address overtime. The Contract Work Hours Act contains the overtime requirement and uses basic rate of pay as the base for calculation, not the minimum rates established by the Davis-Bacon and Related Acts.)

#### d) Deductions

Workers who have deductions, not required by law, from their pay must authorize these deductions in writing. The authorization must identify the purpose of each deduction and the amount, which may be a specific dollar amount or a percentage. A copy of the authorization must be submitted with the first payroll containing the deduction. If deducted amounts increase, another authorization must be submitted. If deducted amounts decrease, no revision to the original authorization is needed. Court-ordered deductions, such as child support, may be identified by the responsible payroll person in a separate document. This document should identify the worker, the amount deducted and the purpose. A copy of the court order should be submitted.

#### e) Classifications Not Included in the Wage Decision

If a classification not in the wage decision is required, please advise the owner's representative in writing and identify the job classification(s) required. In some instances, the state agency may allow the use of a similar classification in the wage decision.

Otherwise, the contractor and affected workers must agree on a minimum rate, which cannot be lower than the lowest rate for any trade in the wage decision. Laborers (including any subcategory of the laborer classification) and truck drivers are not considered a trade for this purpose. If the classification involves a power equipment operator, the minimum cannot be lower than the lowest rate for any power equipment operator in the wage decision. The owner will provide forms to document agreement on the minimum rate by the affected workers and contractor.

The U.S. Department of Labor (USDOL) must approve the proposed classification and rate. The contractor may pay the proposed rate until the USDOL makes a determination. Should the USDOL require a higher rate, the contractor must make wage restitution to the affected worker(s) for all hours worked under the proposed rate.

#### f) Supervisory Personnel

Foremen and other supervisory personnel who spend at least 80% of their time supervising workers are not covered by the Davis-Bacon and Related Acts. Therefore, a wage decision will not include such supervisory classifications and their wages are not subject to any minimums under the Davis-Bacon and Related Act or overtime payments under the Contract Work Hours and Safety Standards Act. However, foremen and other supervisory personnel who spend less than 80% of their time engaged in supervisory activities are considered workers/mechanics for the time spent engaged in manual labor and must be paid at least the minimum in the wage decision for the appropriate classification(s) based on the work performed.

#### g) Sole Proprietorships / Independent Contractors / Leased Workers

The nature of the relationship between a prime contractor and a worker does not affect the requirement to comply with the labor standards provisions of this contract. The applicability of the labor standards provisions is based on the nature of the work performed.

If the work performed is primarily manual in nature, the worker is subject to the labor standards provisions in this contract. For example, if John Smith is the owner of ABC Plumbing and performs all plumbing work himself, then Mr. Smith is subject to the labor standards provisions, including minimum wages and overtime. His status as owner is irrelevant for labor standards purposes.

If a worker meets the IRS standards for being an independent contractor, and is employed as such, this means that the worker must submit a separate payroll as a subcontractor rather than be included on some other payroll. The worker is still subject to the labor standards provisions in this contract, including minimum wages and overtime.

If a contractor or subcontractor leases its workers, they are subject to the labor standards provisions in this contract, including minimum wages and overtime. The leasing firm must submit payrolls and these payrolls must reflect information required to determine compliance with the labor standards provisions of this contract, including a classification for each worker based on the nature of the work performed, number of regular hours worked, and number of overtime hours worked.

h) Apprentices / Helpers

A worker may be classified as an apprentice **only if participating in a federal or state program**. Documentation of participation must be submitted. Generally, the apprentice program specifies that the apprentice will be compensated at a percentage of journeyman rate. For Davis-Bacon Act purposes, the hourly rate cannot be lower than the percentage of the hourly rate for the classification in the applicable wage decision.

If the worker does not participate in a federal or state apprentice program, then the worker must be classified according to duties performed. This procedure may require classification in the trade depending on tools used, or as a laborer if specialized tools of the trade are not used. The contractor may want to consult with the Wage and Hour Division of the U.S. Department of Labor located in most large cities regarding the appropriate classification.

Presently, no worker may be classified as a helper. As with apprentices not participating in a formal apprentice program, the worker must be classified according to duties performed and tools used.

**APPENDIX D TO THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION  
SUPPLEMENTARY CONDITIONS**

**American Iron and Steel Requirement**

The Contractor acknowledges to and for the benefit of the \_\_\_\_\_ (“Owner”) and the State of Florida (the “State”) that it understands that iron and steel products to be installed as a part of this contract must be in compliance with the requirements in H.R. 3547, “Consolidated Appropriations Act, 2014,” (Appropriations Act). H.R. 3547 includes the following language in Division G, Title IV, Sec. 436, under the heading, “Use of American Iron and Steel,”:

(a) (1) None of the funds made available by a State water pollution control revolving fund as authorized by title VI of the Federal Water Pollution Control Act (33 U.S.C. 1381 et seq.) or made available by a drinking water treatment revolving loan fund as authorized by section 1452 of the Safe Drinking Water Act (42 U.S.C. 300j-12) shall be used for a project for the construction, alteration, maintenance, or repair of a public water system or treatment works unless all of the iron and steel products used in the project are produced in the United States.

(2) In this section, the term “iron and steel products” means the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials.

(b) Subsection (a) shall not apply in any case or category of cases in which the Administrator of the Environmental Protection Agency (in this section referred to as the “Administrator”) finds that--

(1) applying subsection (a) would be inconsistent with the public interest;

(2) iron and steel products are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality; or

(3) inclusion of iron and steel products produced in the United States will increase the cost of the overall project by more than 25 percent.

(c) If the Administrator receives a request for a waiver under this section, the Administrator shall make available to the public on an informal basis a copy of the request and information available to the Administrator concerning the request, and shall allow for informal public input on the request for at least 15 days prior to making a finding based on the request. The Administrator shall make the request and accompanying information available by electronic means, including on the official public Internet Web site of the Environmental Protection Agency.

(d) This section shall be applied in a manner consistent with United States obligations under international agreements.

Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by the Contractor shall permit the Purchaser or State to recover as damages against the Contractor any loss, expense, or cost (including without limitation attorney’s fees) incurred by the Purchaser or State resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part, from the State or any damages owed to the State by the Purchaser). While the Contractor has no direct contractual privity with the State, as a lender to the Purchaser for the funding of its project, the Purchaser and the Contractor agree that the State is a third-party beneficiary and neither this paragraph (nor any other provision of this Agreement necessary to give this paragraph force or effect) shall be amended or waived without the prior written consent of the State.

## APPENDIX E TO THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION SUPPLEMENTARY CONDITIONS

### Build America, Buy America Requirement

The Contractor acknowledges to and for the benefit of the \_\_\_\_\_ (“Owner”) and the State of Florida (the “State”) that it understands that the products to be installed as a part of this contract must be in compliance with the Infrastructure Investment and Jobs Act (“IIJA”), Pub. L. No. 117-58, which includes the Build America, Buy America Act (“the Act”), Pub. L. No. 117-58, §§ 70901-52. The Act requires the following Buy America preference:

1. All iron and steel used in the project are produced in the United States. This means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
2. All manufactured products used in the project are produced in the United States. This means the manufactured product was manufactured in the United States, and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation.
3. All construction materials are manufactured in the United States. This means that all manufacturing processes for the construction material occurred in the United States.

The Contractor hereby presents and warrants to and for the benefit of the Owner and State that (a) the Contractor has reviewed and understands the Build America, Buy America Requirement, (b) all of the products used in the project will be and/or have been produced in the United States in a manner that complies with the Build America, Buy America Requirement, unless a waiver of the requirement is approved, and (c) the Contractor will provide any further verified information, certification or assurance of compliance with this Acknowledgement, or information necessary to support a waiver of the Build America, Buy America Requirement, as may be requested by the Owner or the State.

Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by the Contractor shall permit the Purchaser or State to recover as damages against the Contractor any loss, expense, or cost (including without limitation attorney’s fees) incurred by the Purchaser or State resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part, from the State or any damages owed to the State by the Purchaser). While the Contractor has no direct contractual privity with the State, as a lender to the Purchaser for the funding of its project, the Purchaser and the Contractor agree that the State is a third-party beneficiary and neither this paragraph (nor any other provision of this Agreement necessary to give this paragraph force or effect) shall be amended or waived without the prior written consent of the State.



**FORM 18 - FDEP SUPPLEMENTARY CONDITIONS (EQUIPMENT/MATL'S)**

**SUPPLEMENTARY CONDITIONS (EQUIPMENT/MATERIALS)**

Florida Department of Environmental Protection

State Revolving Fund Program

Supplementary Conditions

for

Formally Advertised

Materials/Equipment Procurement

Revised April 2017

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<b>*NOTE:</b>	<b>Articles 13, 14, 15 and Appendix A only apply to Federal CAP Grant Projects.</b>	

**FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION  
SUPPLEMENTARY CONDITIONS**

The intent of the Florida Department of Environmental Protection (FDEP) Supplementary Conditions is to complement and supplement other provisions of the Bidding Documents. However, if there is any conflict between the FDEP Supplementary Conditions and other provisions of the Bidding Documents, the FDEP Supplementary Conditions shall take precedence over the other provisions except when the other provisions are similar to, but more stringent than, the FDEP Supplementary Conditions. When other provisions of the Bidding Documents are similar to, but more stringent than, the FDEP Supplementary Conditions, the more stringent provisions shall apply.

**ARTICLE 1 - DEFINITIONS**

1.1. Wherever used in these Supplementary Conditions (except in the appendix to these Supplementary Conditions), the following terms have the meanings indicated, which are applicable to both the singular and plural thereof.

1.1.1. Addendum - A written or graphic instrument that is issued prior to the opening of bids and that clarifies, corrects, or changes the Bidding Documents.

1.1.2. Agreement or Contract - The written agreement between the Owner and the Contractor covering the furnishing of the Goods and Special Services; these Supplementary Conditions and other Contract Documents are attached to the Agreement/Contract and made a part thereof as provided therein.

1.1.3. Application for Payment - The form that is accepted by the Engineer and used by the Contractor in requesting progress and/or final payments and that is to include such supporting documentation as is required by the Contract Documents.

1.1.4. Bid - The offer or proposal of a bidder submitted on the prescribed form and setting forth the price(s) for furnishing the Goods and Special Services.

1.1.5. Bidder - Any person, firm, or corporation that submits a bid directly to the Owner.

1.1.6. Bidding Documents - The Advertisement for Bids or the Invitation to Bid, the Instructions to Bidders or the Information for Bidders, the Bid Form, the proposed Contract Documents, and all addenda.

1.1.7. Change Order - A document that is recommended by the Engineer and signed by the Contractor and the Owner; that authorizes an addition, deletion, or revision in the Goods or Special Services or an adjustment in the Contract Price or the Contract Time; and that is issued on or after the Effective Date of the Agreement/Contract.

1.1.8. Contract Documents - The Agreement/Contract; the Contractor's Bid when attached as an exhibit to the Agreement/Contract; the General Conditions; the Supplementary Conditions (including these Supplementary Conditions); the Specifications (written technical descriptions of material, equipment, standards, and workmanship as applied to the Goods and Special Services and certain administrative details applicable thereto); any Drawings (drawings that show the character and scope of the Goods to be furnished); all addenda that pertain to the Contract Documents; and all change orders.

1.1.9. Contract Price - The moneys payable by the Owner to the Contractor under the Contract Documents as stated in the Agreement/Contract.

1.1.10. Contract Time - The number of days or the date(s) stated in the Contract Documents for furnishing the Goods and Special Services.

1.1.11. Contractor - The person, firm, or corporation with whom or which the Owner enters into the Agreement/Contract.

1.1.12. Effective Date of the Agreement/Contract - The date indicated in the Agreement/Contract on which the Agreement/Contract becomes effective, or if no such date is indicated in the Agreement/Contract, the date on which the Agreement/Contract is signed and delivered by the last of the two parties to sign and deliver the Agreement/Contract.

1.1.13. Engineer - The person, firm, or corporation named as such in the Contract Documents.

1.1.14. Goods - All material, equipment, and other tangible personal property required to be furnished under the Contract Documents.

1.1.15. Minority Business Enterprise (MBE) - A historically Black college or university or a business that is (a) certified as socially and economically disadvantaged by the Small Business Administration, (b) certified as an MBE by a state or Federal agency, or (c) an independent business concern which is at least 51-percent owned and controlled by minority group members. (A minority group member is an individual who is a citizen of the United States and one of the following: [i] Black American; [ii] Hispanic American [with origins from Puerto Rico, Mexico, Cuba, or South or Central America]; [iii] Native American [American Indian, Eskimo, Aleut, or native Hawaiian]; or [iv] Asian-Pacific American [with origins from Japan, China, the Philippines, Vietnam, Korea, Samoa, Guam, the U.S. Trust Territories of the Pacific, Northern Marianas, Laos, Cambodia, Taiwan, or the Indian Subcontinent].)

1.1.16. Owner - The local government (municipality, county, district, or authority; or any agency thereof; or a combination of two or more of the foregoing acting jointly) with which the Florida Department of Environmental Protection may execute, or has executed, a State revolving fund loan agreement and to which the Goods and Special Services are to be furnished.

1.1.17. Project - The total construction or facilities described in a State revolving fund loan agreement between the Florida Department of Environmental Protection and the Owner, of which the Goods and Special Services to be furnished under the Contract Documents may be the whole or a part.

1.1.18. Special Services - All field services to be furnished by the Contractor as required by the Contract Documents.

1.1.19. Subcontract - A direct contract between a subcontractor and the Contractor, or any other subcontractor at any tier, for the furnishing of any of the Goods or Special Services required by the Contract Documents.

1.1.20. Subcontractor - A person, firm, or corporation having a direct contract with the Contractor, or any other subcontractor at any tier, for the furnishing of any of the Goods or Special Services required by the Contract Documents.

1.1.21. Successful Bidder - The lowest responsive, responsible bidder to whom or which the Owner intends to award the Agreement/Contract.

1.1.22. Women's Business Enterprise (WBE) - A business that is (a) certified as a WBE by a state or Federal agency or (b) an independent business concern which is at least 51-percent owned and controlled/operated by women. (Determination of whether a business is at least 51-percent owned by women shall be made without regard to community property laws [e.g., an otherwise qualified WBE that is 51-percent owned by a married woman in a community property state will not be disqualified because the married woman's husband has a 50-percent interest in the married woman's share of the business; similarly, a business that is 51-percent owned by a married man and 49-percent owned by women will not become a qualified WBE by virtue of the married man's wife having a 50-percent interest in the married man's share of the business].)

## ARTICLE 2 - PRIVACY OF AGREEMENT/CONTRACT

2.1. The Owner expects to finance this Agreement/Contract with assistance from the Florida Department of Environmental Protection, which administers a State revolving fund loan program supported in part with funds directly made available by grants from the United States Environmental Protection Agency. Neither the State of Florida nor the United States (nor any of their departments, agencies, or employees) will be a party to this Agreement/Contract or any lower-tier subcontract.

## ARTICLE 3 - PROCUREMENT REQUIREMENTS

3.1. This Agreement/Contract and the Owner's solicitation and award of this Agreement/Contract are subject to requirements contained in Chapter 62-503 (Clean Water State Revolving Fund Loan Program) or Chapter 62-552 (Drinking Water State Revolving Fund Loan Program), Florida Administrative Code as applicable.

## ARTICLE 4 - RESOLUTION OF PROTESTS AND CLAIMS/DISPUTES

### **Resolution of Protests Concerning the Owner's Solicitation and/or Award of this Agreement/Contract:**

4.1. Protests concerning the Owner's solicitation and/or award of this Agreement/Contract must be filed in writing with the Owner to be considered.

4.2. All timely written protests concerning the Owner's solicitation and/or award of this Agreement/Contract are to be resolved in accordance with the Owner's dispute resolution process. A copy of the ordinance(s), resolution(s), or written policy (policies) that set forth the Owner's dispute resolution process is included elsewhere in the Bidding Documents or is to be made available by the Owner upon request.

4.3. Neither the Florida Department of Environmental Protection (FDEP) nor the United States Environmental Protection Agency (USEPA) will become a party to, or have any role in resolving, protests concerning the Owner's solicitation and/or award of this Agreement/Contract. Protest decisions made by the Owner can not be appealed to the FDEP or the USEPA.

### **Resolution of Claims and Disputes between the Owner and the Contractor:**

4.4. Unless otherwise provided in the Contract Documents, all claims and disputes between the Owner and the Contractor arising out of, or relating to, the Contract Documents or the breach thereof are to be decided by arbitration (if the Owner and the Contractor mutually agree) or in a court of competent jurisdiction within the State of Florida.

4.5. Neither the Florida Department of Environmental Protection nor the United States Environmental Protection Agency will become a party to, or have any role in resolving, claims and disputes between the Owner and the Contractor.

## ARTICLE 5 - CHANGES TO THE BIDDING AND CONTRACT DOCUMENTS

5.1. All changes to the Bidding Documents made subsequent to the Florida Department of Environmental Protection's (FDEP's) acceptance of the Bidding Documents and prior to the opening of bids are to be documented via addendum (addenda) to the Bidding Documents; all changes to the Contract Documents made after the opening of bids are to be documented by change order(s) to the Contract Documents. The Owner shall submit all addenda and change orders to the FDEP.

## ARTICLE 6 - ADVERTISEMENT FOR BIDS; SUBMISSION OF BIDS; OPENING OF BIDS

### **Advertisement for Bids:**

6.1. At a minimum, this Agreement/Contract is to be advertised for bids in local and statewide newspapers.

### **Submission of Bids:**

6.2. Bidders shall submit their bids at the place and by the deadline indicated elsewhere in the Bidding Documents.

### **Opening of Bids:**

6.3. Bids are to be opened and read aloud publicly at the time and place indicated elsewhere in the Bidding Documents.

## ARTICLE 7 - AWARD OF AGREEMENT/CONTRACT

7.1. If this Agreement/Contract is awarded, it is to be awarded to the lowest responsive, responsible bidder. A fixed-price (lump-sum or unit-price or both) agreement/contract is to be used. A clear explanation of the method of evaluating bids and the basis for awarding this Agreement/Contract are included elsewhere in the Bidding Documents. All bids may be rejected when in the best interest of the Owner.

## ARTICLE 8 - CONTRACT TIME

8.1. The number of days within which, or the date(s) by which, the Goods and Special Services are to be furnished and ready for final payment (the Contract Time) is set forth elsewhere in the Contract Documents. Unless otherwise provided in the Contract Documents, the Contract Time will commence to run on the Effective Date of this Agreement/Contract.

## ARTICLE 9 - PROGRESS AND PAYMENT SCHEDULES

9.1. The Contractor shall submit progress and payment schedules to the Owner within ten calendar days after the Effective Date of this Agreement/Contract.

9.1.1. The progress schedule is to indicate the Contractor's estimated dates for furnishing the various Goods and Special Services and is to show both the projected cost of Goods and Special Services furnished and the projected percentage of Goods and Special Services furnished versus Contract Time.

9.1.2. The payment schedule is to show the Contractor's projected progress and/or final payment(s) cumulatively by month.

## ARTICLE 10 - INSURANCE

10.1. Unless otherwise provided in the Contract Documents, the Contractor shall assume all risk of loss or damage to the Goods prior to the Owner's acceptance of delivery of the Goods and shall purchase and maintain, during fabrication and/or delivery of the Goods, such property insurance upon the Goods as the Owner requires or as the Contractor deems appropriate, whichever is greater.

10.2. Unless otherwise provided in the Contract Documents, the Owner shall assume all risk of loss or damage to the Goods after it accepts delivery of the Goods. After assuming all risk of loss or damage to the Goods, the Owner shall purchase and maintain property insurance upon the Goods. This insurance is to be in the amount recommended by a competent insurance counselor and is to insure against such risks as are customarily insured against in connection with the storage or operation of like goods (to the extent that such insurance is obtainable from time to time against any one or more such risks). In addition, this insurance is to be obtained from responsible insurance companies licensed to do business in the State of Florida.

## ARTICLE 11 - APPLICATION(S) FOR PAYMENT

11.1. The Contractor's application(s) for payment are to be accompanied by such certificates or documents as may be reasonably required. The Owner shall forward a copy of such certificates or documents as may be reasonably required to the Florida Department of Environmental Protection.

## ARTICLE 12 - ACCESS TO RECORDS

12.1. Authorized representatives of the Owner, the Florida Department of Environmental Protection, and the United States Environmental Protection Agency shall have access to, for the purpose of inspection, any books, documents, papers, and records of the Contractor that are pertinent to this Agreement/Contract. The Contractor shall retain all books, documents, papers, and records pertinent to this Agreement/Contract for a period of five years after receiving and accepting final payment under this Agreement/Contract.

**NOTE: Articles 13, 14, and 15 only apply to Federal CAP Grant Projects.**

## ARTICLE 13 - MINORITY AND WOMEN'S BUSINESS ENTERPRISES

13.1. A goal of \_\_\_\_ \* percent of the Contract Price is established for Minority Business Enterprise (MBE) participation in the furnishing of the Goods and Special Services, and a goal of \_\_\_\_ \* percent of the Contract Price is established for Women's Business Enterprise (WBE) participation in the furnishing of the Goods and Special Services. If bidders or prospective contractors (including the Contractor) intend to let any lower-tier subcontracts for any portion of the furnishing of the Goods and Special Services, they shall physically include these percentage goals for MBE and WBE participation in all solicitations for subcontracts and shall take affirmative steps to assure that MBEs and WBEs are utilized, when possible, as sources of the Goods and Special Services. Affirmative steps are to include the following: (a) including small, minority, and women's businesses on solicitation lists; (b) assuring



that small, minority, and women's businesses are solicited whenever they are potential sources; (c) dividing total requirements, when economically feasible, into small tasks or quantities to permit maximum participation by small, minority, and women's businesses; (d) establishing delivery schedules, when requirements permit, that will encourage participation by small, minority, and women's businesses; and (e) using the services of the Small Business Administration and the Office of Minority Business Enterprise of the United States Department of Commerce as appropriate.

\*The percentage goals for MBE and WBE participation are to be inserted by the Owner and are to be based upon the percentage goals that have been, or will be, stipulated in the State revolving fund loan agreement for the Owner's FDEP-assisted Project.

13.2. Within ten calendar days after being notified of being the apparent Successful Bidder, the apparent Successful Bidder shall submit to the Owner documentation of the affirmative steps it has taken to utilize Minority and Women's Business Enterprises (MBEs and WBEs) in the furnishing of the Goods and Special Services and documentation of its intended use of MBEs and WBEs in the furnishing of the Goods and Special Services. The Owner shall keep this documentation on file and shall forward to the Florida Department of Environmental Protection a copy of the apparent Successful Bidder's documentation concerning its intended use of MBEs and WBEs in the furnishing of the Goods and Special Services.

13.3. Minority and Women's Business Enterprise (MBE and WBE) participation in the furnishing of the Goods and Special Services is to be considered in the award of this Agreement/Contract. The Owner shall not execute this Agreement/Contract until the Florida Department of Environmental Protection has approved the extent of MBE and WBE participation in the furnishing of the Goods and Special Services.

ARTICLE 14 - VIOLATING FACILITIES (SECTION 306 OF THE CLEAN AIR ACT, SECTION 508 OF THE CLEAN WATER ACT, AND EXECUTIVE ORDER 11738)

14.1. The Contractor, and all subcontractors at any tier, shall comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857[h]), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738 (Administration of the Clean Air Act and the Federal Water Pollution Control Act with Respect to Federal Contracts, Grants, or Loans), and 40 CFR Part 15, which prohibit the use, under nonexempt Federal contracts, grants, or loans, of facilities included on the United States Environmental Protection Agency's List of Violating Facilities.

14.2. In accordance with 40 CFR Part 15, if the price of this Agreement/Contract exceeds \$100,000 and/or if this Agreement/Contract is otherwise nonexempt from 40 CFR Part 15, the Contractor agrees to the following:

14.2.1. the Contractor will not use any facility on the United States Environmental Protection Agency's List of Violating Facilities in the performance of this Agreement/Contract for the duration of time that the facility remains on the List;

14.2.2. the Contractor will notify the Florida Department of Environmental Protection/United States Environmental Protection Agency (USEPA) if a facility it intends to use in the performance of this Agreement/Contract is on the USEPA's List of Violating Facilities or if it knows that a

facility it intends to use in the performance of this Agreement/Contract has been recommended to be placed on the USEPA's List of Violating Facilities; and

14.2.3. in the performance of this Agreement/Contract, the Contractor will comply with all requirements of the Clean Air Act and the Clean Water Act, including the requirements of Section 114 of the Clean Air Act and Section 308 of the Clean Water Act, and all applicable clean air standards and clean water standards.

14.3. If the Contractor, or any subcontractor at any tier, awards any lower-tier subcontracts for any portion of the Goods or Special Services, it shall physically include in all such subcontracts the following provision:

14.3.1. The Subcontractor shall comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857[h]), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738 (Administration of the Clean Air Act and the Federal Water Pollution Control Act with Respect to Federal Contracts, Grants, or Loans), and 40 CFR Part 15, which prohibit the use, under nonexempt Federal contracts, grants, or loans, of facilities included on the United States Environmental Protection Agency's (USEPA's) List of Violating Facilities. In accordance with 40 CFR Part 15, if the price of this Subcontract exceeds \$100,000 and/or if this Subcontract is otherwise nonexempt from 40 CFR Part 15, the Subcontractor agrees to the following: (a) the Subcontractor will not use any facility on the USEPA's List of Violating Facilities in the performance of this Subcontract for the duration of time that the facility remains on the List; (b) the Subcontractor will notify the Florida Department of Environmental Protection/USEPA if a facility it intends to use in the performance of this Subcontract is on the USEPA's List of Violating Facilities or if it knows that a facility it intends to use in the performance of this Subcontract has been recommended to be placed on the USEPA's List of Violating Facilities; and (c) in the performance of this Subcontract, the Subcontractor will comply with all requirements of the Clean Air Act and the Clean Water Act, including the requirements of Section 114 of the Clean Air Act and Section 308 of the Clean Water Act, and all applicable clean air standards and clean water standards. In addition, if the Subcontractor awards any lower-tier goods or special services subcontracts under this Subcontract, the Subcontractor shall physically include this provision in all such subcontracts.

#### ARTICLE 15 - DEBARMENT AND SUSPENSION (EXECUTIVE ORDER 12549)

15.1. If the price of this Agreement/Contract equals or exceeds \$25,000, the Owner shall not award this Agreement/Contract, nor permit any lower-tier goods or special services subcontract with a price equaling or exceeding \$25,000 to be awarded, to any party that is debarred or suspended or is otherwise excluded from, or ineligible for participation in, Federal assistance programs under Executive Order 12549 (Debarment and Suspension).

15.2. The attention of all bidders or prospective contractors (including the Contractor) is directed to the certification/clause entitled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions", which has been extracted from Appendix B to 40 CFR Part 32 and included as Appendix A to these Supplementary Conditions. The certification/clause entitled "Certification Regarding Debarment, Suspension, Ineligibility and

Voluntary Exclusion - Lower Tier Covered Transactions" is applicable to this Agreement/Contract if the price of this Agreement/Contract equals or exceeds \$25,000.

15.3. If bidders or prospective contractors (including the Contractor), or any prospective subcontractors at any tier, intend to let any lower-tier subcontracts for any portion of the Goods or Special Services, they shall physically include the certification/clause entitled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions", which is included as Appendix A to these Supplementary Conditions, in all lower-tier goods and special services subcontracts with a price equaling or exceeding \$25,000 and in all solicitations for such subcontracts.

#### ARTICLE 16 – AMERICAN IRON AND STEEL PROVISION

Contracts being constructed with assistance from the State Revolving Fund Program are currently required to comply with the American Iron and Steel Provision provisions as provided in Appendix B.

#### ARTICLE 17 - PROHIBITED LOCAL GOVERNMENT CONSTRUCTION PREFERENCES

- A. Pursuant to Section 255.0991, F.S., for a competitive solicitation for construction services in which 50 percent or more of the cost will be paid from state-appropriated funds which have been appropriated at the time of the competitive solicitation, a state, college, county, municipality, school district, or other political subdivision of the state may not use a local ordinance or regulation that provides a preference based upon:
1. The contractor's maintaining an office or place of business within a particular local jurisdiction;
  2. The contractor's hiring employees or subcontractors from within a particular local jurisdiction; or
  3. The contractor's prior payment of local taxes, assessments, or duties within a particular local jurisdiction.
- B. For any competitive solicitation that meets the criteria in Paragraph A., a state college, county, municipality, school district, or other political subdivision of the state shall disclose in the solicitation document that any applicable local ordinance or regulation does not include any preference that is prohibited by Paragraph A.

## APPENDIX A TO THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION SUPPLEMENTARY CONDITIONS

### CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION - LOWER TIER COVERED TRANSACTIONS

[Note: This certification/clause has been extracted from Appendix B to 40 CFR Part 32 and is applicable to all FDEP-assisted goods and services (including construction) contracts and subcontracts with a price equaling or exceeding \$25,000; this certification/clause is to be included in all FDEP-assisted goods and services (including construction) contracts and subcontracts with a price equaling or exceeding \$25,000 and in all solicitations for such contracts and subcontracts.]

#### **Instructions for Certification**

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", "proposal", and "voluntarily excluded", as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions", without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions**

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

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

(3) The prospective lower-tier participant also certifies that it and its principals:

(a) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(b) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (3)(a) of this certification; and

(c) Have not within a three-year period preceding this proposal had one or more public transactions (Federal, State or local) terminated for cause or default. Where the prospective lower-tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal.

**APPENDIX B TO THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION  
SUPPLEMENTARY CONDITIONS  
AMERICAN IRON AND STEEL PROVISION**

The Contractor acknowledges to and for the benefit of \_\_\_\_\_ (“Owner”) and the State of Florida (the “State”) that it understands that iron and steel products to be installed as a part of this contract must be in compliance with the Federal American Iron Steel (AIS) requirements. For Clean Water SRF funded projects, the AIS requirements can be found in Section 608 of the Federal Water Pollution Control Act (Clean Water Act). Section 608 of the Clean Water Act (33 U.S.C. 1388) includes the following language:

(a) In general

Funds made available from a State water pollution control revolving fund established under this title may not be used for a project for the construction, alteration, maintenance, or repair of treatment works unless all of the iron and steel products used in the project are produced in the United States.

(b) Definition of iron and steel products

In this section, the term "iron and steel products" means the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials.

(c) Application

Subsection (a) shall not apply in any case or category of cases in which the Administrator finds that—

- (1) applying subsection (a) would be inconsistent with the public interest;
- (2) iron and steel products are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality; or
- (3) inclusion of iron and steel products produced in the United States will increase the cost of the overall project by more than 25 percent.

(d) Waiver

If the Administrator receives a request for a waiver under this section, the Administrator shall make available to the public, on an informal basis, a copy of the request and information available to the Administrator concerning the request, and shall allow for informal public input on the request for at least 15 days prior to making a finding based on the request. The Administrator shall make the request and accompanying information available by electronic means, including on the official public Internet site of the Environmental Protection Agency.

(e) International agreements

This section shall be applied in a manner consistent with United States obligations under international agreements.

For Drinking Water SRF funded projects, the AIS requirements are in Public Law 113-76 and continue in force under continuing resolutions that use similar language, including Section 424 of the "Consolidated Appropriations Act, 2016."

Notwithstanding any other provision of this Agreement, any failure to comply with AIS requirements by the Contractor shall permit the Purchaser or State to recover as damages against the Contractor any loss, expense, or cost (including without limitation attorney's fees) incurred by the Purchaser or State resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part, from the State or any damages owed to the State by the Purchaser). While the Contractor has no direct contractual privity with the State, as a lender to the Purchaser for the funding of its project, the Purchaser and the Contractor agree that the State is a third-party beneficiary and neither this paragraph (nor any other provision of this Agreement necessary to give this paragraph force or effect) shall be amended or waived without the prior written consent of the State.

For waivers to these requirements based on (c) above, contact the State Revolving Fund Program at (850) 245-2835 or [SRF\\_Reporting@dep.state.fl.us](mailto:SRF_Reporting@dep.state.fl.us).

I certify that the equipment provided under this contract meets the above requirements.

\_\_\_\_\_  
Name of Equipment Supplier

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name of Authorized Official (printed or typed)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature of Authorized Official

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## Qualifications for Construction Manager at Risk (CMAR) Services RFQ No. 2023-01 – City of Bunnell WWTF Expansion and BNR Improvements

Submitted by **PC Construction**

February 24, 2023

Waymon Pardue, Vice President  
wpardue@pcconstruction.com  
904.477.3135



In partnership with prime subcontractor  
**Sawcross Contractors & Engineers**

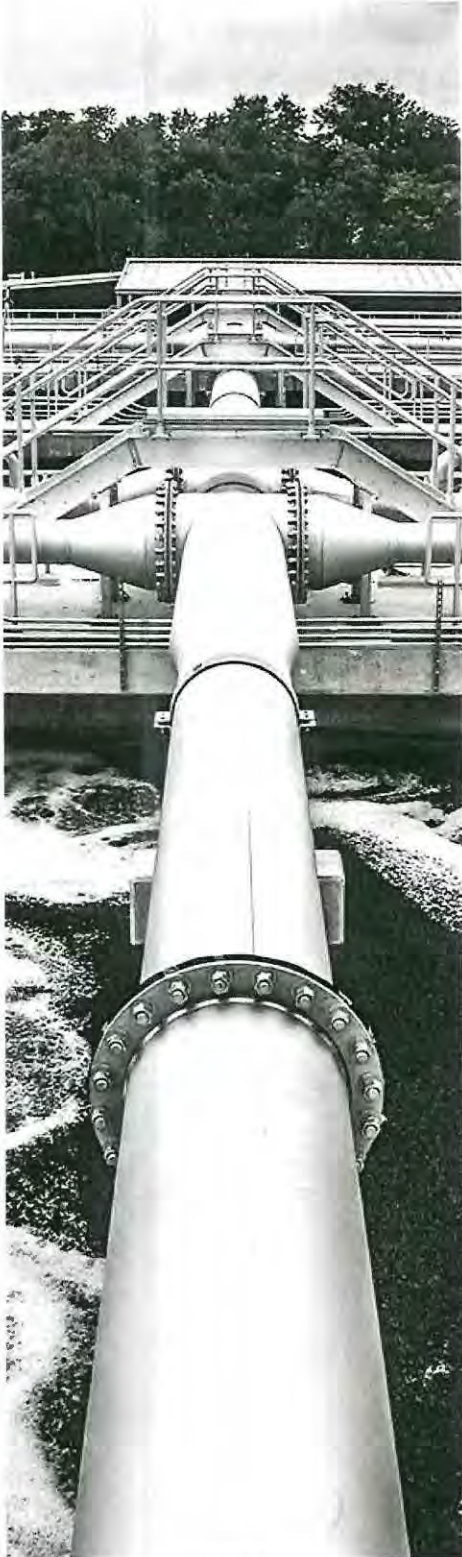






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- Tab 8: Proposer's Availability
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- Tab 10: Reference Letters
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TAB 1

# Statement of Interest and Introduction



**BUILDING STRONGER, TOGETHER**

224 Datura Street, Suite 1315

West Palm Beach, FL 33401

954.225.8246

pcconstruction.com

100% EMPLOYEE OWNED

February 24, 2023

Kristen Bates, City Clerk  
City of Bunnell  
604 East Moody Blvd., Suite 6  
Bunnell, FL 32110

Dear Ms. Bates:

The City of Bunnell's commitment to the quality of life and economic strength of the community requires an expansion and renovation of the municipality's wastewater treatment facility, including a new biological nutrient removal (BNR) process. PC Construction understands time is of the essence with respect to completion of the Bunnell WWTF Expansion and BNR Improvements project due to the age and condition of the facility infrastructure and equipment, and our team stands ready to provide immediate service to the City and community.

PC Construction is an industry-recognized leader in projects of this size and scope—particularly in Florida and the Southeast, where we have delivered iconic and award-winning projects. Our extensive experience includes the \$40 million Westside Regional WRF Improvements CMAR project for the City of Daytona Beach, which was delivered by many of the same local team members who will manage your project, along with our Prime Subcontractor, Sawcross Contractors & Engineers. Our successful delivery of water projects was a direct reason for PC's recognition as [2022 Southeast Contractor of the Year](#) by Engineering News-Record. Additionally, the team of PC/Sawcross was recently awarded the CMAR contract to upgrade the City of Flagler Beach WWTP.

As 100% employee-owned construction companies, we firmly believe true success at every stage of the project is derived through teamwork and collaboration. This is especially important for the Bunnell WWTF Expansion and BNR Improvements project. To complete this project, while maintaining treatment capacity and plant operations throughout its duration, is more than achievable with selection of our team.

We are excited to work together with you and CPH Engineers on this important project, and we have already been working hard on a specialized approach to help you achieve the long-term vision for this project. Our team and delivery process offers the City the following benefits:

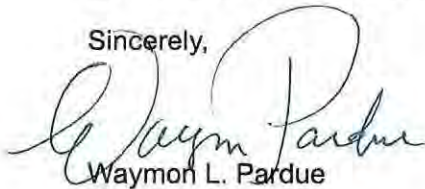
- [Open, transparent collaboration and communication built on trust throughout all project phases.](#) PC and Sawcross believe that fostering a culture of trust, open communication and collaboration is imperative for success. The core of our commitment is remembering the end users—your operations and maintenance staff—and becoming integrated with them. Building a partnership with your staff is our key success factor on similar projects and will be needed to plan, construct and commission a user-friendly facility together. We also have an excellent working relationship with your design engineer, CPH, having completed the 2 mgd Palm Coast WWTP No. 2 with them just a few years ago.
- [Extensive BNR experience.](#) PC's comprehensive BNR experience dates back to 1998 at the Corbalis Water Treatment Plant in Herndon, Virginia. After BNR and ENR upgrades to the 8.5 mgd plant were completed—along with the solids processing and drain pumping station upgrade—the facility reduced its nitrogen discharge by 83 percent and its phosphorus discharge by 85 percent, significantly reducing the amount of nutrients discharged to the Chesapeake Bay watershed.

Since that time, PC has completed many BNR projects across the East Coast, with the vast majority completed on 24/7 active treatment facilities.

- Partnering with Sawcross. Sawcross will be critical to lowering risk associated with skilled labor shortages and availability. They bring exceptional resources to deliver projects on schedule and safely when needed most.
- Immediate availability to begin the project. In our industry, there are widespread shortages of the experienced professionals and craftworkers required for project success, along with overcommitment on many projects throughout Florida by other firms. We have strategically assembled our local team with this in mind, and all PC and Sawcross personnel assigned to his project are 100% available, local, and will be dedicated to the City of Bunnell. This means our team is ready to commence preconstruction efforts immediately upon award. This is our community, and our local resource will deliver!
- Innovation and proven best practices from similar wastewater treatment facility upgrades. PC completed its first Florida treatment plant in the 1990s via CMAR, and we continue to lead the industry by delivering 23 CMAR projects in the water market. Our extensive experience has refined our CMAR processes and systems to deliver project benefits at every stage. We begin with a detailed and robust preconstruction phase where we develop an accurate and reliable cost model. With that we can analyze various design and construction options, and support decision making to optimize schedule and cost. In the construction and commissioning phase, we continue our open-book CMAR approach to manage the project in a hands-on way, providing open-book project accounting, scheduling and quality management. Our team has already begun leveraging our BNR experience to optimize project risk, value engineering, phasing and procurement solutions.
- A Community-Focused Approach. All our hard work will be in support of a successful project for the City of Bunnell and its residents. Nearly all of our proposed project team members are residents of Northeast Florida, many residing in Flagler County itself, so we are looking forward to working with the City to bring outreach, interaction and contracting business opportunities to the community as we have done on each of our nearby projects.

We appreciate your consideration and are truly excited about the opportunity to be selected as your CMAR. If you have any questions, please do not hesitate to contact me.

Sincerely,



Waymon L. Pardue

Vice President

224 Datura Street, Suite 1315

West Palm Beach, FL 33401

904.477.3135

wpardue@pcconstruction.com

*PC acknowledges receipt of Addendum 1, dated January 24, 2023.*



TAB 2

# Business/Firm History and Information

# Business/Firm History and Information

A brief narrative, not exceeding two (2) pages, of the corporate history of the firm, length of time in business under the current corporate name, and the firm’s capabilities.

PC Construction Company (PC), dba PCEO, Inc. in Florida, was founded in 1958. Throughout our 64-year history, we have specialized in the execution of water quality projects across the East Coast with more than \$7 billion of water and wastewater projects in our portfolio. Since our founding, PC has been incorporated in the State of Vermont and manages projects along the entire East Coast from our regional offices in Florida, Georgia, Maine, New Hampshire, New York and North Carolina.

PC is widely known as a pioneering firm in delivering large water and wastewater treatment plant projects via collaborative delivery methods such as CMAR and design-build. Our first CMAR treatment plant project was completed in 1992, among the first in the nation. We have continued to provide best-in-class CMAR services for water and wastewater projects in the 30 years since that project including many of the industry’s most challenging treatment plant projects for governmental owners across the East Coast.

Today, we are a nationally recognized leader in wastewater treatment construction and the CMAR delivery method. Though, we do more than just build treatment facilities – we provide solutions that offer the greatest value to our clients. We encourage the City of Bunnell to speak with the owner contacts provided in this submission to hear first-hand how well our CMAR project teams have performed and the immense value PC has brought to the process.

### PC Construction

PC Construction began as a family-owned construction company (Pizzagalli Construction Company) with the installation of a flagpole foundation at a Vermont post office in 1958. Over the next 64 years, PC began specializing its business and services related to large-scale water and wastewater treatment plant construction. We are proud of our work, which has helped millions of Americans with a most precious resource – clean, safe and reliable water. In the last decade alone, PC has completed over \$3 billion worth of treatment plant projects, which includes new plants as well as expansion and upgrades to existing plants.

Today, PC is one of the largest constructors of wastewater treatment plants in the country, annually ranked by Engineering News-Record (ENR) as a Top 50 Environmental Firm and in the Top 15 in the wastewater market specifically. We have delivered projects ranging from a small biosolids project in Daytona Beach to three-quarters of a billion dollars worth of industry leading projects at the nation’s largest advanced wastewater plant in Washington, D.C.

**ENR SOUTHEAST  
CONTRACTOR OF  
THE YEAR**

PC was recently named 2022 Contractor of the Year by ENR Southeast due to our highly successful delivery of water projects in the region—the \$321 million Atlanta Water Supply Program, \$93 million Richland Creek Water Supply Program and the \$39.9 million Westside Regional WRF Improvements—all delivered via CMAR. These are national award-winning projects that demonstrate how we collaborate, add value to the design and construction processes by identifying innovative construction methods and self-perform work to result in cost savings and scheduling efficiencies for our clients.

Below: The PC team at the Stuart WTP RO Facility in Florida joins the company-wide celebrations for the ENR award.



## Firm Capabilities

For more than 60 years, PC has specialized in the execution of projects involving the expansion, upgrade and construction of wastewater treatment plants. We have refined our capabilities and services to optimize how projects are planned and executed. Owners often cite benefits from our reliable cost estimating, interactive planning and preconstruction, self-perform capabilities and dedicated teams of employee-owners. We maintain the highest quality and safety standards and focus on seamlessly integrating construction and plant operations to deliver projects on schedule and within budget. Our commitment to excellence makes us a trusted partner our clients rely on time and time again.

## Sawcross Contractors & Engineers

Since Mark Hickinbotham founded Sawcross in 1992, the firm has grown from a specialist in small water projects to one of the Florida's best-in-class constructors of water and wastewater infrastructure. They have built a reputation of honesty, hard work, uncompromising precision, and a commitment to exceeding clients' goals and expectations. These values have helped them serve as a premier contractor to many municipal owners in Northeast and Central Florida.



Mark Hickinbotham

PC and Sawcross have extensive experience working with conventional treatment systems as well as incorporating new and advanced treatment systems at existing plants. We have experience with each major system planned for the Bunnell WWTF including influent screening, anoxic/anaerobic equalization basins/pump stations, Bardenpho BNR treatment processes, clarifier construction, tertiary disc filtration system, chlorine contact chambers and each of the other facilities envisioned for your project. We understand the conversion and demolition of existing systems are potential additive items. We have extensive experience in decommissioning, demolishing and repurposing structures and can bring reliable cost estimating to help determine the best course of action for Bunnell WWTF's existing Coaroussel OxDitch and other structures.

We bring this type of industry-leading expertise to the City to ensure the best return on your project's investment. Additionally, both PC and Sawcross bring extensive experience in constructing plant operations buildings, and Sawcross just finished the City of Sanford operations building for their main water treatment plant.

The RFQ Submittal should clearly identify the firm's general and local Florida government experience in providing the construction services requested. Be specific as to the number of years providing the specific services requested.

PC has provided CMAR and general contracting services to governmental owners across the country for more than 60 years, including 47 years in Florida. PC was awarded its first project in Florida in the 1970s—the \$1.5 million sewage treatment plant in Gainesville, Florida. We also completed one of the first design-build water projects in Florida for the City of Tampa. This was a \$50 million project, large for the time (2000-2002). PC was the design-builder, with design engineer and JV partner, CH2M Hill, for the David L. Tippin Water Treatment Facility Upgrade.

PC and Sawcross are very excited to join the City and serve as your construction team and partners. While the relevant experience and knowledge of each of our companies is important, what sets us apart is our team's relationship together and our cultures.

This is what we believe will be the differentiating factor of our team. It is a culture based on open, honest and collaborative communication; partnership with owners and stakeholders; and a deep commitment to team-wide success. Our cultures work well together as proven on the major wastewater work we have completed together for the City of Daytona Beach.



The project was a 20-mgd upgrade to increase capacity to 100-mgd. The upgrade consisted of 30 filter replacements, addition of new 2,500 ppd ozone generation systems, Actiflo clarification and various chemical feed upgrades. The project received the Design Build Institute of America "Project of the Year" award in 2003.

We continued to work on water and industrial projects in Florida municipalities, including the City of Daytona Beach and City of Palm Coast. We have also worked across the State for small and large municipalities alike, including the City of Stuart and the South Florida Water Management District, among many others. Our team is committed to enhancing water and wastewater treatment in the state of Florida.

**Provide the Proposer's Federal Employer Identification Number (FEIN). In the case of a sole proprietorship or partnership, provide the Social Security Numbers for all owners/partners**

PC's FEIN number is 03-0259783.

**Identify the corporate office location where the majority of the services will be provided, project management will be supported through, or work will be performed.**

Our team feels strongly that projects need to be managed from the field—not from the office—so we are committed to local execution of the project. With support from PC's office in West Palm Beach and Sawcross' office in Jacksonville, we propose mobilizing office facilities at the Bunnell WWTF site as soon as possible during preconstruction with a field office complex to accommodate the full team throughout construction.



TAB 3

# Qualifications and Experience of the Project Team

## Qualifications and Experience of the Project Team

Provide a description of the proposed Project Team. This description should provide the names, titles, firm names (if subcontractors are involved), and clearly identify the proposed role in the Project Team for each person.

PC Construction has assembled a core team of treatment facility builders who have been preparing for your project for many months, ready to build on their proven synergy working together as a collaborative team at a wastewater project.

Resumes and experience summaries for the team members listed below are provided in this section on pages 3-5 to 3-13.

### PC Construction—CMAR Firm

- Vice President Waymon Pardue
- Senior Project Manager Jason Surowiec
- Senior Superintendent John Yesalonia, PE
- Senior Project Engineer Melissa Mendez, ENV SP
- Quality Manager Wes Bashlor
- Director of Preconstruction Alex Hango, PE
- Assistant Superintendent Brandon Lovelette

### Sawcross—Prime Subcontractor

- President Mark Hickinbotham, PE
- Project Manager Drew Hickinbotham
- Superintendent Tom Carter



What stands out most with PC Construction's service is their professionalism. From day one when we had our preconstruction meetings, their personnel were always prepared, utilized good judgment, and answered all our questions. **We were very impressed!**

**Stephen Flanagan**  
Utility Director, City of Palm Coast



Provide a detailed organizational chart of the key personnel who will be professionally associated with the Bunnell WWTF Expansion and BNR Improvements project.

Our proposed Organization Chart for this project is included on page 3-4 of this section.

List total number of your firm's key personnel by skill group.

PC Construction has a staff of 428 employee owners. The number of personnel by skill group are listed below.

Position—PC Construction	Number
Officers and Senior Leadership	18
Construction Executives, Project Directors	12
Senior/Project Managers	34
Senior/Project/Trade/Assistant Superintendents	54
Senior/Project/LDP/Office Engineers	64
Risk Manager, Corporate Safety Director, Senior Safety Specialists, Safety Specialists, Quality Control Representatives	40
Chief/Senior/Field Engineers, Commissioning Manager	4
Chief/Senior/Project/Staff Estimators	15
Schedulers, Virtual Construction Engineers	4
Administrative	19
Craftworkers, Foremen	164

Sawcross maintains a staff of 133 construction professionals, including 32 managerial staff and 101 craftworkers, all within the Jacksonville metro area. Sawcross' combined resources also include an extensive fleet of construction equipment, including cranes, excavators, heavy trucks, backhoes, loaders and lifts. Its fleet is regularly maintained and inspected, ensuring the maximum degree of operational efficiencies and safety.

Name all key personnel which will be part of the CMAR Team (Project Manager, Project Engineer, Superintendent, Lead Estimator, Lead Scheduler, etc.) for the proposed City project and provide their cities of residence.

**PC Construction**

- Vice President Waymon Pardue—Ponte Vedra Beach, FL
- Senior Project Manager Jason Surowiec—St. Augustine, FL
- Senior Superintendent John Yesalonia—Palm Coast, FL
- Senior Project Engineer Melissa Mendez—West Palm Beach, FL
- Quality Manager Wes Bashlor—Apollo Beach, FL
- Director of Preconstruction Alex Hango—South Burlington, VT
- Assistant Superintendent Brandon Lovelette—Palm Coast, FL
- Lead Scheduler Liam Beach—South Burlington, VT

**Sawcross**

President Mark Hickinbotham, Sawcross—Jacksonville, FL

Project Manager Drew Hickinbotham, Sawcross—Jacksonville, FL

Superintendent Tom Carter, Sawcross—Ocala, FL

Provide a summary demonstrating the Project Team experience working together. This should include the projects submitted, team member roles on projects and a summary showing the relevance to the Bunnell WWTF project scope and proposed improvements.

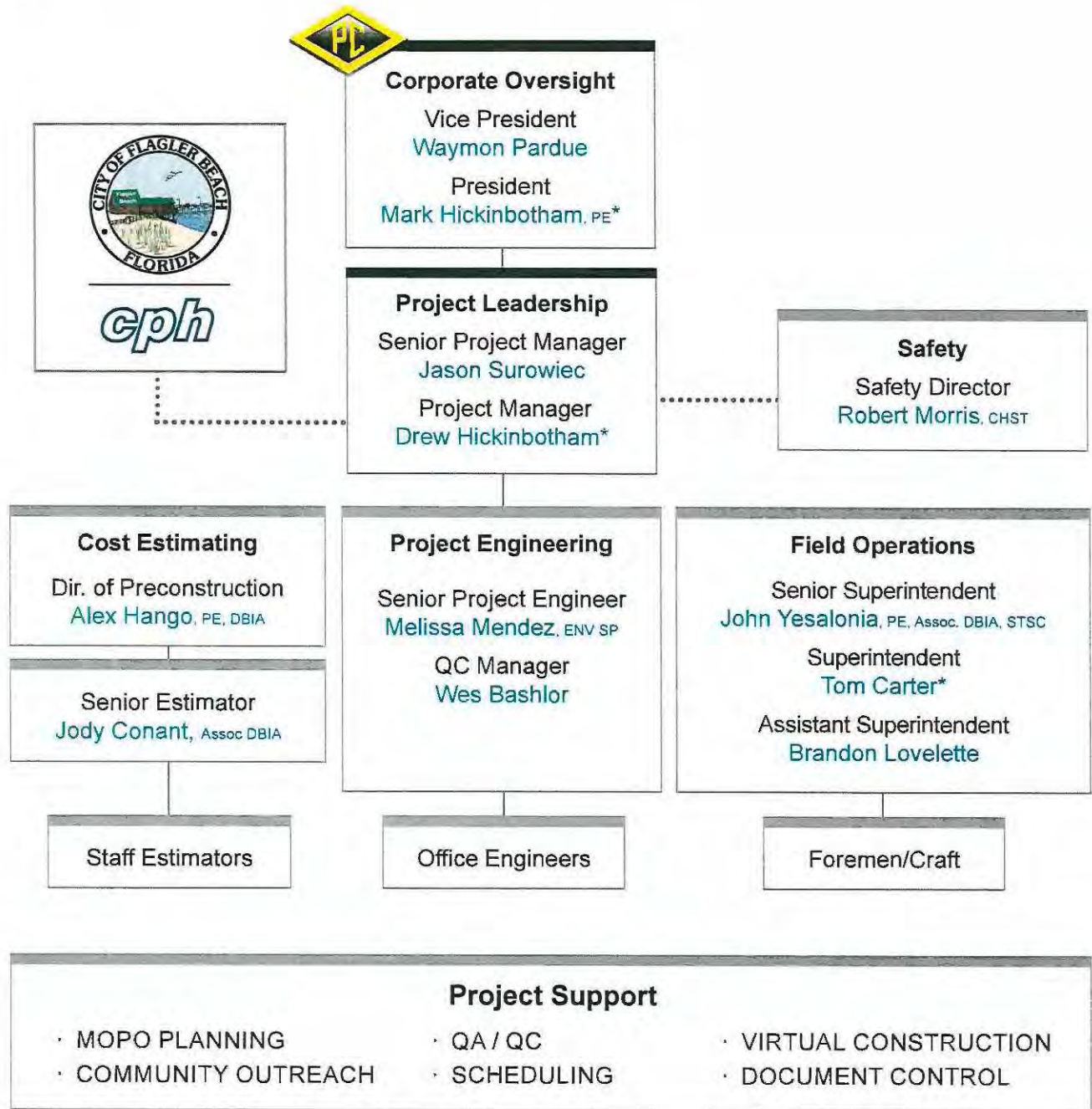
The core management staff members we are proposing are all based in Northeast Florida. Our crews are nearing completion on a third recent project for the City of Daytona Beach, located less than 30 miles from Bunnell WWTF. They are immediately available to begin work on your projects. In addition to management staff, we can will utilize the same seasoned craftworker crews to start work on your project. These local resources are a key aspect to self-performing more than 75% of the scope of work. Through self-performance, we are able to have even tighter control over safety, quality, schedule and cost. Our core team of craft labor and management brings the experience and quality that PC's and Sawcross' reputations are built on.

Sawcross was a prime subcontractor and we established a proven working relationship together at the Westside Regional WRF Improvements CMAR project for the City of Daytona Beach completed recently. We look forward to bringing this team synergy to work for the City of Bunnell.

Provide a summary of at least three (3) wastewater treatment plant projects that incorporate the infrastructure outlined in Article 9.2 of this RFQ.

Please see the included project data sheets for six (6) representative projects, including in this section on pages 3-14 to 3-18. In addition, PC has provided a chart on page 3-19, outlining our historical ability to meet the qualifications mentioned in Section 9.2 of the RFP.

# Organization Chart





## Waymon Pardue

Vice President

TOTAL 46 YRS PC 32 YRS

Waymon started with PC Construction in 1980 and has served as senior project manager for PC's most prominent water and wastewater construction contracts. As vice president, Waymon provides oversight and executive leadership for PC's Southeast operations and project teams. Waymon has more than four decades experience in the construction of complex treatment plant projects, including expansions, upgrades and new facilities. He brings demonstrated leadership capabilities, excellent problem-solving skills and technical construction skills to every project he leads.

### Education

BS, Civil Engineering,  
Pennsylvania State  
University

### Professional Training

First Aid, CPR & AED  
Certified

PC Field Safety Training

### Professional Registration

EIT Certificate, PA

Utilities License, AL

## Recent Project Experience

### Westside Regional Water Reclamation Facility Improvements

Daytona Beach, FL | \$39.9M | CM at-Risk

The project includes the construction of the RAS/WAS pumping, Bardenpho Stage 3, and Stage 5 aeration, and tertiary deep bed filter improvements. RAS/WAS improvements include removal of existing telescoping valves and RAS/WAS pumps, conversion of the existing distribution boxes to wet wells and construction of two new RAS/WAS pump stations. Work also includes the replacement of mechanical surface aerators in the Bardenpho basin, two new CMU block electrical and I&C buildings, aeration improvements including coarse bubble diffuser grids, and the construction of a clarified liquid pump station with vertical centrifugal submersible pumps and a new deep-bed sand filtration system.

### Palm Coast Wastewater Treatment Plant No. 2

Palm Coast, FL | \$21.5M | Design-Bid-Build

The new facility consists of headworks facility membrane bioreactor process tanks and treatment, aeration blowers, chlorine contact tanks, sewage and reclaimed water pumping facilities, a 2-mg reclaimed water storage tank, 2-mg storage reject/percolation pond, sludge holding tanks, sludge dewatering facilities, chemical storage and feeders, electrical distribution controls, standby electrical generation and several structures.

### Stuart Water Treatment Plant RO Facility

Stuart, FL | \$16.7M | Design-Bid-Build

A new reverse osmosis (RO) facility that will allow the City of Stuart to diversify its water supply options. This project consists of a new 1.5-mgd RO treatment facility with a 3.0-mgd-capable process/control building, Floridan aquifer water supply well, pretreatment equipment, chemical systems, filter clear well modifications, transfer pump replacement, new pole barn, valves and a new generator building to house a 500-kW generator and a 4,000-gallon diesel fuel storage tank.

### Ralph Brennan Water Treatment Plant Gravity Filter Upgrade

Daytona Beach, FL | \$6.6M | Design-Build

Scope of work includes rehabilitation and upgrades of the filter complex at the water treatment plant to include design, permitting and construction of the replacement of the aging Leopold filter underdrain system and associated components with a new system capable of meeting plant's permitted capacity of 24 MGD.



## Jason Surowiec

### Senior Project Manager

TOTAL 24 YRS PC 22 YRS

As a senior project manager on the PC Construction team, Jason is responsible for overall project administration and management, scheduling and cost reporting. He plans, monitors and supervises construction activities to ensure compliance with all requirements and project goals. Jason has 24 years of experience in construction management. He has focused on water and wastewater projects including most recently as senior project manager for a \$135M restoration of an operating 60-MGD wastewater plant in New York. Jason is a resident of St. Augustine and looks forward to working closely with the City of Bunnell on this project.

## Recent Project Experience

### **Binghamton-Johnson City Joint Sewage Treatment Plant BAF Restoration and Rehabilitation**

Vestal, NY | \$135M | Design-Bid-Build

This project consists of extensive treatment plant upgrades to replace existing process systems. Work includes selective and mass demolition, extensive sitework and buried piping, flood protection systems, structural concrete, masonry, structural steel, fabricated metals, roofing, interior finishes, painting and coatings, process mechanical equipment and piping, hoisting equipment and elevators, instrumentation and fire protection.

### **Brattleboro Wastewater Treatment Facility Upgrade**

Brattleboro, VT | \$22.6M | Design-Bid-Build

This project included an upgrade to the 3-mgd wastewater treatment plant facility with a moving bed biofilm reactor (MBBR) system. Construction included a new headwork's structure, two primary clarifiers, an energy recovery system, state-of-the-art heating and cooling system for four treatment buildings, as well as technology upgrades to allow the production of unregulated Class-A biosolids as part of the solids treatment process. Also included were upgrades to the existing secondary clarifiers, sludge dewatering system, chlorine facility, control building, and various yard piping and site pump stations allowing the treatment plant to run more efficiently.

### **Airport Parkway Wastewater Treatment Facility Upgrade**

South Burlington, VT | \$22.5M | Design-Bid-Build

This project involved the upgrade and expansion of an existing facility from 2.3 to 3.3 mgd. Upgraded components of the facility included the headworks, primary and secondary clarifiers, aeration tanks, digester complex, secondary treatment complex, administration building and maintenance garage. The solids handling facility was upgraded and now produces Class A biosolids. A new filtration and UV building was constructed to replace the existing chlorine disinfection system. The lab building was expanded to accommodate future needs. Finally, improvements allow for the utilization of biogas from the digestion process to fuel a cogeneration system for the plant's boiler and a micro-turbine generator.

### Education

BS, Interdisciplinary Engineering and Management, Clarkson University

### Professional Training

First Aid, CPR & AED Certified

OSHA 30-hour

PC Field Safety Training

PC Advanced Leadership Program

PC Leadership Development Program

### Professional Registration

Procure Project Management Certification





## John Yesalonia, PE, Assoc. DBIA, STSC Senior Superintendent

TOTAL 14 YRS PC 11 YRS

John will lead all construction and field operations for the project as the senior superintendent. He will immediately engage in preconstruction planning. As early construction begins, he will lead the team's self-perform and subcontractor work crews from the field. John is a versatile superintendent and project manager who has led PC's work for the City of Daytona Beach. He has a long-standing relationship with Sawcross and many team members from his work on this project. He understands how treatment plants work and how to best plan, sequence and execute construction activities. John lives in Palm Coast and is very excited for this local project.

### Recent Project Experience

#### Westside Regional Water Reclamation Facility Improvements

Daytona Beach, FL | \$39.9M | CM at-Risk

The project includes the construction of the RAS/WAS pumping, Bardenpho Stage 3, and Stage 5 aeration, and tertiary deep bed filter improvements. RAS/WAS improvements include removal of existing telescoping valves and RAS/WAS pumps, conversion of the existing distribution boxes to wet wells and construction of two new RAS/WAS pump stations. Work also includes the replacement of mechanical surface aerators in the Bardenpho basin, two new CMU block electrical and I&C buildings, aeration improvements including coarse bubble diffuser grids, and the construction of a clarified liquid pump station with vertical centrifugal submersible pumps and a new deep-bed sand filtration system.

#### Hanahan Water Treatment Plant Plate Settler Basins Phase 1 and Solids Handling Improvements

Hanahan, SC | \$41.4M | CM at-Risk

This project included liquid and solids process improvements and capacity increase from 115 mgd to 130 mgd to a plant originally constructed in 1904. It optimizes the coagulation/flocculation process and allow for common post-filtration chemical feed for the entire plant. New work included a flow splitter and associated raw water mixing improvements, construction of new flocculation/sedimentation basins, settled water piping improvements, new pretreatment chemical metering pumps, polymer mixing system and chemical pipe conduit system. Additional improvements were made to the lime feed, chlorine gas facilities, dechlorination monitoring and control, electrical systems, sludge holding tanks and decant tank upgrades.

#### Ralph Brennan Water Treatment Plant Gravity Filter Upgrade

Daytona Beach, FL | \$6.6M | Design-Build

Scope of work includes rehabilitation and upgrades of the filter complex at the water treatment plant to include design, permitting and construction of the replacement of the aging Leopold filter underdrain system and associated components with a new system capable of meeting plant's permitted capacity of 24 MGD.

#### Education

BS, Engineering and Civil Engineering, Roger Williams University

#### Professional Training

First Aid, CPR & AED Certified

OSHA 30-hour

PC Field Safety Training

PC Leadership Development Program

#### Professional Registration

BCSP Safety Trained Supervisor Construction (STSC)

DBIA Associate Design-Build Professional

Professional Engineer, FL

Professional Engineer, MD

#### Community Involvement

Volusia County Easterseals

Habitat for Humanity, Volunteer

Special Olympics, Volunteer



## Alex Hango, PE, DBIA Director of Preconstruction

TOTAL 11 YRS PC: 10 YRS

As director of preconstruction, Alex leads PC's in-house estimating team and more than \$1 billion worth of water treatment cost estimating each year. Alex will manage the value analysis and constructibility review process to ensure all options are reviewed and priced for consideration. Alex is a professional engineer with a wide range of experience in civil and construction engineering. He has worked on several PC projects in operational roles in field engineering, project engineering, site supervision and scheduling. His technical field and estimating experience is extremely valuable to owners and design teams for value engineering, constructability reviews and alternate systems analyses. Over the years, Alex has led the preconstruction and estimating services on many of PC's most notable collaborative delivery and competitive bid projects.

### Education

BS, Civil Engineering,  
Clarkson University

### Professional Training

First Aid, CPR & AED  
Certified

OSHA 10-hour

PC Field Safety Training

PC Leadership Development  
Program

### Professional Registration

Professional Engineer, VT

DBIA Design-Build  
Professional

## Recent Project Experience

### Westside Regional Water Reclamation Facility Improvements

Daytona Beach, FL | \$39.9M | CM at-Risk

The project includes the construction of the RAS/WAS pumping, Bardenpho Stage 3, and Stage 5 aeration, and tertiary deep bed filter improvements. RAS/WAS improvements include removal of existing telescoping valves and RAS/WAS pumps, conversion of the existing distribution boxes to wet wells and construction of two new RAS/WAS pump stations. Work also includes the replacement of mechanical surface aerators in the Bardenpho basin, two new CMU block electrical and I&C buildings, aeration improvements including coarse bubble diffuser grids, and the construction of a clarified liquid pump station with vertical centrifugal submersible pumps and a new deep-bed sand filtration system.

### WSSC Piscataway Water Resource Recovery Facility Bioenergy Project

Accokeek, MD | \$271.8M | Progressive Design-Build

This project will process sludge from all five of WSSC's water resource recovery facilities and produce Class A biosolids. The project includes a cake receiving facility for the sludge imported from other facilities, cake blending and storage, Cambi's Thermal Hydrolysis Process (THP), a new pre- and post-dewatering facility, two 1.5 million gallon anaerobic digesters and a sidestream deammonification treatment facility. In addition, the facility will capture and clean the digester gas to run a combined heat and power (CHP) system that will power the new facility, provide gas to the Washington Gas Pipeline and feed steam to the THP system.

### Richland Creek Water Supply Program

Dallas, GA | \$93.3M | CM at-Risk

This project incorporates a new 18-mgd water treatment plant, raw water intake and pump station on the Etowah River, reservoir intake and pump station and a 6.3-million-gallon clearwell for finished water storage. The treatment process includes rapid mixing and flocculation, dissolved air flotation, sand filtration and granular activated carbon filters. All the facilities will be provisioned for a future expansion to 36 mgd and are expected to meet the County's water supply needs through 2060.



## Weston Bashlor Quality Control Manager

TOTAL 16YRS PC 1YR

Wes has 16 years of experience in construction project management and field experience. He has successfully managed multiple projects of various values and complexity in multiple states simultaneously, including major Water and Wastewater treatment plants throughout the Southeast. As a senior project manager on the PC Construction team, Wes is responsible for overall project administration and management, scheduling and cost reporting. He plans, monitors and supervises construction activities to ensure compliance with all requirements and project goals. Wes has 16 years of experience in construction management. He has focused on water/wastewater including a large CMAR wastewater expansion project in Sarasota County.

### Relevant Project Experience

#### **South Cross Bayou Advanced Water Reclamation Facility New Headworks and Grit Removal Facility**

Pinellas County, FL | \$30M | Progressive Design-Build

The project included demolition of the existing headworks and grit removal structures. Construction of a new combined headworks and grit removal structure comprised of three rehabilitated center flow fine screens, one new center flow fine screen, new screenings washer/compactor systems, three headcell grit removal systems, three grit pumps and grit classifiers, electrical building, modifications to the existing odor control and septage receiving systems and electrical systems, and an integral and complex bypass system for the duration of the project.

#### **Bee Ridge Water Reclamation Facility Expansion and Conversion to AWT**

Sarasota County, FL | \$160M | CM at-Risk

The project includes demolition of existing South Plant Facilities and rehabilitation/modification to the South Plant. Construction of the new North Plant Wastewater Plant includes the following facilities: headworks, BNR, MBR, operation building, blower building, electrical building, generator building, plant drain pump station, reclaimed pump station, stormwater and storage ponds, visitor/security center, etc.

#### **New Wastewater Treatment Plant**

Camden, SC | \$30M | Design-Bid-Build

The project included construction of a new Wastewater Treatment plant consisting of new influent headworks/screening and grit removal facility, fine and coarse bubble aeration basin; two clarifiers; UV disinfection and effluent facility, sludge handling and blower facilities, maintenance facility, and operations and admin building.

#### **David L. Tippin Water Treatment Facility Master Plan**

Tampa, FL | \$300M | Progressive Design-Build

The Master Plan Update included the planning efforts needed to generate a priority project list, with planning level cost estimates, to renovate, repurpose and upgrade the DLTWTF to a reliable and sustained treatment capacity of 140 MGD and incorporate ancillary improvements not directly related to treatment. New buildings included: Administration Building Visitor's Center, Ion Exchange System Process Building(s), Filter Building, Solids Processing and Maintenance Shop

#### Education

AA, Construction Management Technology, Central Piedmont Community College

#### Professional Training

OSHA 30-hour

Foundation Leadership Course, Stagen

Effective Negotiation Training, Karrass

#### Professional Registration

Project Supervision, Central Piedmont Community College

Project Estimating, Central Piedmont Community College

Procure Project Management Certification

Procure Project Management Core Tools Certified

Procure Project Management Quality & Safety Certified

Procure Superintendent Certification

#### Professional Activities

DBIA, Member

Project Management Institute, Member

# Melissa Mendez, ENV SP

## Senior Project Engineer/Quality

TOTAL 14YRS PC 5YRS



As senior project engineer on the PC Construction team, Melissa is responsible for leading field quality control practices and also assisting with logistics, scheduling, materials forecasting and purchasing, submittal reviews, change order processing and project closeout. Her attention to detail in the planning and sequencing of construction events ensures the efficiency of daily field work activities. Melissa has a proven ability to effectively manage project documents, develop RFIs and contract supplements, log bids, generate material takeoffs and review engineering deliverables. She serves as a key communication liaison between engineering, technical, construction and project control groups.

### Education

BS, Civil Engineering,  
Northwestern University

### Professional Training

Bilingual, English and  
Spanish

First Aid, CPR & AED  
Certified

OSHA 30-hour

PC Field Safety Training

### Professional Registration

Envision Sustainability  
Professional (ENV SP)

Procure Project Management  
Certification

Qualified Stormwater  
Management Inspector

Transportation Workers  
Identification Credentials  
(TWIC) Certification

## Recent Project Experience

### Stuart Water Treatment Plant RO Facility

Stuart, FL | \$16.7M | Design-Bid-Build

### Ralph Brennan Water Treatment Plant Gravity Filter Upgrade

Daytona Beach, FL | \$6.6M | Design-Build

### Everest Water Reclamation Facility Expansion

Cape Coral, FL | \$66M | CM at-Risk

# Brandon Lovelette

## Assistant Superintendent

TOTAL 9YRS PC 9YRS



As assistant superintendent, Brandon supervises field operations and construction activities of PC employees and subcontractors. He has significant experience working and coordinating various trades while ensuring work is put in place safely, according to schedule and to the level of quality PC and owners require. Brandon has completed multiple projects for the City of Daytona Beach in a similar role and has well-established relationships with members of our team, Florida trade partners and regulatory agencies.

### Education

BS, Construction Practice  
and Management, VT  
Technical College

### Professional Training

ACI Concrete Field Testing  
Technician – Grade I

First Aid, CPR & AED  
Certified

Lean Construction Training

OSHA 30-hour

### Professional Registration

Procure Project Management  
Core Tools Certified

Procure Project Management  
Quality & Safety Certified

Procure Superintendent  
Certification

Stormwater Inspector  
Certification

## Recent Project Experience

### Westside Regional Water Reclamation Facility Improvements

Daytona Beach, FL | \$39.9M | CM at-Risk

### Ralph Brennan Water Treatment Plant Gravity Filter Upgrade

Daytona Beach, FL | \$6.6M | Design-Build

### Westside Regional Water Reclamation Facility Biosolids Dewatering System Improvements

Daytona Beach, FL | \$3.8M | Design-Bid-Build



# Mark Hickinbotham, PE

## SAWCROSS INC. PRESIDENT

Project Assignment: Principal-In-Charge

### Education

B.S., Mechanical Engineering,  
Florida Atlantic University

### Professional Registration

GA General Contractor  
GCCO003348  
GA Utility Contractor  
UC300564  
GA Utility Manager  
UM000847  
FL Professional Engineer  
PE36099  
FL General Contractor  
CGC036203  
FL Mechanical Contractor  
CMC056728  
FI Underground Utility  
Contractor  
C056787  
FL Plumbing Contractor  
CFC1427748  
FL Pollutant Storage Systems  
Contractor  
PCC1256908

### Experience

35 Years

### Professional Affiliations

American Society of Mechanical  
Engineers (ASME)

National Utility Contractors  
Association (NUCA)

### Publications

Patent #07-012-PTU-CL,  
"Vacuum Flotation Separation  
Technology"

### Special Recognition

In 2002, The United States Navy  
nominated Sawcross for *Design/Build  
Project of the Year*. This was for the  
diligent execution of their Phase II  
Storm Drain Replacement project  
that Mr. Hickinbotham was the  
Project Manager.

### Experience Summary

Mr. Hickinbotham started Sawcross, Inc. in 1992 as sole owner and President. He built his company by providing estimating, bidding, negotiation, contract administration and project management services, which he continues to provide to this day. He has over 35 years of experience in general, infrastructure and water-wastewater contracting, as well as consulting, mechanical-electrical equipment applications engineering. He continues to oversee all projects as Principal-In-Charge and head Project Manager. He has a proven track record of successful management and execution of all facets of treatment plants, pump station design and construction.

### Selected Project Experience

- Belt Filter Press, City of Jacksonville Beach, \$715,000
- Lake Jackson WWTP, Talquin Electric, \$1,506,000
- Southeast WPCP Dewatering, City of Douglas, GA, \$1,313,000
- Repair WWTP and MCAS Beaufort, Dept. of the Navy, \$3,146,000
- Mayport Clarifiers, Dept. of the Navy, \$435,000
- Killearn Lakes WWTP, Talquin Electric, \$1,443,000
- Repair Site 6 Pier Utilities, Dept. of the Navy, \$2,529,000
- Arlington East Sludge Holding Tank, JEA, \$2,158,000
- WWTP Improvements, City of Winter Garden, \$1,706,000
- Water System Improvements, City of Monroe, GA, \$1,723,000
- Arlington East WRF Expansion, JEA, \$4,487,000
- Ridaught Landing Reclaimed Water Pump Station, CCUA, Middleburg, FL, \$1,454,000
- Atlantic Beach Reclaim Water Facility, City of Atlantic Beach, FL, \$1,251,032
- Buckman RMF Anaerobic Digesters 1 & 2 Cover Replacement, JEA, \$5,044,395
- Gadsden East WWTP, Talquin Electric, \$1,658,000
- Hendricks WTP Expansion, JEA, \$2,218,000
- Design-Build Phase II Storm Drain, NAS Jacksonville, \$4,054,000
- Summer Camp WTP & WWTP, St. Joe Company, \$3,278,000
- Nocatee Reclaim Water Storage and Pump Station, JEA, \$2,394,000
- Starke WWTP Upgrades, City of Starke, \$2,011,000
- Normandy WTP Upgrades, City of Deltona, \$1,409,000
- Arlington WTP Booster Pump Station & Fill Line, JEA, \$1,712,795
- Palm Coast WTP No. 3, City of Pam Coast, \$660,119
- Reclaimed Water Reservoir Outfall & Filtration, City of Port Orange, \$2,070,000
- City of Leesburg Plantation WTP Expansion, City of Leesburg, \$3,313,689
- Ponce De Leon WTP Pump Building and Reservoir Replacement, JEA, \$2,134,567
- State Road 16 WWTP 1.0 MG Reuse Ground Storage Tank, St. Johns County, Florida, \$1,041,690
- Fairfax WTP High Service Pump Rehabilitation, JEA, \$1,185,119
- Greenland Water Treatment Plant Improvement Project, JEA, \$5,486,154
- Southeast Water Treatment Plant High Service Pump Upgrades, JEA, \$3,078,108
- McMillian Wastewater Class III/IV Pumping Station Rehabilitation, JEA, \$10,454,785
- Eastern Wastewater Treatment Plant Expansion, City of Eustis, FL, \$7,501,069
- Lenox Class III-IV Pump Station Replacement, JEA, \$4,160,504
- US-1 South Re-Pump & Booster Pump Station, JEA, \$7,155,363
- Cecil Commerce Water Treatment Plant, JEA, \$3,838,906
- Iron Bridge Regional WRF Biosolids System Improvements, City of Orlando, FL, \$13,835,500





# Drew Hickinbotham

## SAWCROSS INC. PROJECT MANAGER

Project Assignment: Project Manager Construction

### Education

B.S., Building Construction  
Minor, Business  
Auburn University

### Experience

10 Years

### Certifications

OSHA 30 Hour  
OSHA 10 Hour

### Professional Affiliations

American Water Works  
Association, Florida Section  
(AWWA)

Design Build Institute of  
America (DBIA)

Florida Water Environmental  
Association (FWEA)

## Experience Summary

Mr. Hickinbotham has worked in the construction industry for 10 years within the states of Georgia, South Carolina, and Florida, with 5 years exclusively for Sawcross as a project manager and estimator. He has direct experience in water treatment plants, wastewater treatment plants, and emergency high service pump station construction. His experience includes financial management, producing and sustaining construction scheduling, project coordination of superintendents and daily construction activities, engineering teams and clients, permitting and licensing, generating change orders, purchase orders and monthly pay applications to owners, negotiation, bidding and estimating. Additionally, he has familiarity with modern construction technology programs (BIM, Revit, AutoCAD, Primavera), proficient with Microsoft Office products, and has knowledge with the use of PROCORE, Submittal Exchange, IMPACT, E-Builder and other project management software.

## Selected Project Experience

- **Sanford North WRF Tertiary Filtration Systems Improvements, Sanford, Florida – Current** – Contract Amount: \$4,676,000.00
- **CCUA – Ridgecrest WTP Upgrades, Orange Park, Florida – Current** – Contract Amount: \$1,092,885.00
- **Southwest – Timuquana Pump Station Upgrade Project, Jacksonville, Florida – Current** - Contract Amount: \$3,758,000.00
- **Sanford Main WTP Improvements, Sanford, Florida – Current** – Contract Amount: \$7,563,635
- **Marion Oaks Water Treatment Plant #4 Upgrades, Ocala, Florida – November 2019** - Contract Amount: \$1,423,000.00
- **St. Johns County Inlet Beach Master Pump Station Improvements Project, Ponte Vedra Beach, Florida – September 2019** – Contract Amount: \$1,101,000.00
- **Main Street Water Treatment Plant – Well No. 15 Wellhead Assembly and Raw Water Main, Jacksonville, Florida – May 2019** - Contract Amount: \$704,000.00
- **Anastasia Island WWTP Filter Replacement Project, St. Augustine, Florida – June 2018** - Contract Amount: \$901,000.00
- **Georgia Department of Public Safety New Service Building and Headquarters Upgrade, Atlanta, Georgia – August 2018** – Contract Amount: \$6,737,622.00





# Tom Carter

**SAWCROSS INC. SUPERINTENDENT**

**Project Assignment: Assistant Superintendent**

## Experience Summary

Mr. Carter serves as a Superintendent and is responsible for the day-to-day construction activities for Sawcross, Inc. as well as its subcontractors. Tom has worked in the Florida construction industry for 30 years, with the past five years spent exclusively as a Sawcross Superintendent of industrial and municipal water and wastewater treatment plants, water pumping station and sewer pumping station construction projects. Extremely respected and well known in the industry for producing the very highest quality projects and on schedule. Knowledgeable in all facets of plant construction including demolition, sitework, prestressed concrete tanks, concrete, metal and masonry building, all types of piping including stainless, ductile, PVC, HDPE and steel, all type of equipment and pump installation, instrumentation and electrical.

## Selected Project Experience

- **Westside Regional WRF Improvements, Daytona Beach, FL** - Contract Amount: \$14,355,000 (-\$5,369,006-Owner Direct Purchase)
- **Woodmere Water Treatment Plant Well No. 3 & Storage Tank Replacement, Jacksonville, FL – May 2019** - Contract Amount: \$3,336,827.00
- **Eastern Regional WWTP Expansion, Eustis, FL – August 2018** - Contract Amount: \$7,501,069.00
- **McMillan Wastewater Class III/IV Pumping Station Rehabilitation, Jacksonville, FL – February 2019** - Contract Amount: \$9,154,785.00
- **City of Leesburg Plantation Water Treatment Plant Expansion, Leesburg, FL – June 2016** - Contract Amount: \$3,383,689.00

### Education

Southeast Senior High School

### Professional Registration

CUC1223948 – FL

### Experience

30 Years

### Certifications

Qualified Stormwater Management Inspector

OSHA 30 Hour

OSHA 10 Hour

Forklift Certified

Confined Space

CPR & First Aid

Safety Leadership Development for Supervisors

Fall Protection

Aerial Lift

Scaffold

Lock out/ Tag Out

Laser (tools)

Powder Actuated Tools

Fire Extinguishers

Excavation

Signaling/Rigging

HAZCOM

Crane Operator





## Westside Regional Water Reclamation Facility Improvements

Daytona Beach, FL

PC was the CMAR for the improvements to the City of Daytona Beach's primary 17-mgd wastewater treatment plant that restored the facility to full operating capacity while reducing the maintenance required to operate aging equipment. The facility now boasts upgraded technology required to automate existing processes, provide consistent plant operations, and improve the quality of water leaving the plant. Sawcross was a prime subcontractor responsible for process mechanical work on this project.

### Project Features

- A new eight-cell tertiary deep bed sand filter structure to replace the existing automatic backwash filter, including underground ductile iron piping ranging in size from 4 inches to 60 inches, new concrete mudwell, clearwell and filter tanks
- Maintaining plant operations during construction includes two 17-mgd bypasses and multiple underground pipe tie-ins
- Installation of mechanical equipment including underdrain block, air headers and laterals, submersible backwash and feed pumps, back wash blowers, slide gates, filter media, air and liquid piping and valves
- A new clarified liquid pump station structure to feed the new filter and demolition of the existing ABW filter
- Aeration improvements at the five-stage Bardenpho basin including more than 2,100 tons of sludge and grit removal, replacement of six 200 HP mechanical aerators, installation of new coarse bubble aeration, installation of three new positive displacement blowers with stainless steel piping, new isolation gates, and 1,400 linear feet of water line replacement
- RAS/WAS improvements consisting of two new RAS/WAS pumps stations, four new centrifugal screw pumps, new concrete wet well and new above grade piping valves.

**Delivery Method**  
CM at-Risk

**Start Date**  
October 2018

**Budget**  
Initial: \$39.9 million  
Final: \$33.1 million  
Change Orders: 6 change orders (\$7.4 million in Owner Direct Purchase and less than \$600K in owner-requested scope additions)

**Completion Date**  
Substantial: October 2020  
Final: February 2021

**Self-Perform**  
None

**Owner**  
City of Daytona Beach  
Eric Smith  
386.671.8829  
smitheric@codb.us

**Design Team**  
Carollo Engineers  
Sudhan Paranjape  
407.478.4642  
sparanjape@carollo.com





## Hopewell Regional Wastewater Treatment Facility Phase II Nitrogen Removal Improvements

Hopewell, VA

This facility is a 50-mgd secondary wastewater treatment plant treating wastewater from local industries and domestic sources. The plant began operations in 1977 and was designed to treat for biochemical oxygen demand, remove total suspended solids and employ the use of pure oxygen. This progressive design-build project upgraded the facility to ensure the plant meets new nutrient reduction requirements and nitrogen limits in the Chesapeake Bay watershed.

### Project Features

- Improvements included a segregated treatment process to provide year-round nitrification and partial denitrification of the domestic wastewater and a portion of the industrial wastewater in a segregated process
- Moving Bed Biofilm Reactors (MBBR) technology was used to provide the most reliable level of treatment for the unique and unbalanced influent flow characteristics processed by the facility
- Dissolved Air Flotation (DAF) installed to meet more stringent nutrient permit limits
- Additional project systems included fine screens, three pump stations, aeration blowers, chlorine contact tanks, caustic and acid storage and feed, and polymer storage and feed
- Complete electrical upgrade to 34.5kV high-voltage electrical system with power monitoring and a substation providing dual power feed, new transformers to step down to 4160V, new 4160V dual feed switchgear and associated duct bank. We also installed three, 4160V, 1,250 hp blowers for this new electrical system.
- Extensive excavation and groundwater dewatering for new structures
- Extensive MOPO and planning while switching over the influent flow from the old pump station to the new influent pump station

**Delivery Method**  
Progressive Design-Build

**Start Date**  
August 2013

**Budget**  
Initial: \$70.4 million  
Final: \$71.6 million  
Change Orders: 6

**Completion Date**  
Substantial: March 2017  
Final: March 2017

**Self-Perform**  
70%

**Owner**  
City of Hopewell, VA  
Jerry Byerly  
804.541.2210  
jbyerly@hopewellva.gov

**Design Team**  
HDR  
Bill M'Coy  
757.222.1517  
william.mcoy@hdrinc.com



## Palm Coast Wastewater Treatment Plant No. 2 Palm Coast, FL

The new 2-mgd wastewater treatment plant is located on a 15-acre greenfield site and consists of a complete new membrane bioreactor (MBR) treatment facility with added reclaimed water storage capacity. Numerous technological advances are incorporated into the design that will allow for the production of treated water suitable for reuse, reducing the use of potable water for irrigation. By conserving high quality potable water, the City will be able to decrease the rate of groundwater withdrawal. The new facility, combined with their existing facilities, will allow the City of Palm Coast to accommodate continued growth and development.

### Project Features

- New headworks with screening, grit removal, and odor control facilities
- MBR process tanks and treatment, aeration blowers, chlorine contact tanks, sewage and reclaimed water pumping facilities
- Installation of new chlorine and chemical feed systems
- 2-mg reclaimed water storage tank and 2-mg storage reject percolation pond
- Sludge holding tanks, sludge dewatering facilities, chemical storage and feeders
- New electrical distribution, controls, standby electrical generation
- Site improvements such as grading, paving and utilities

**Delivery Method**  
Design-Bid-Build

**Start Date**  
April 2016

**Budget**  
Initial: \$25.1 million  
Final: \$17.9 million  
Change Orders: 11 change orders (\$7.9 million in Owner Direct Purchase and \$700K in owner-requested scope additions)

**Completion Date**  
Substantial: September 2018  
Final: October 2018

**Self-Perform**  
64%

**Owner**  
City of Palm Coast, FL  
Stephen Flanagan  
386.986.2354  
sflanagan@palmcoastgov.com

**Design Team**  
CPH Engineers Inc.  
Josh Pickett  
407.970.0475  
jpickett@cphcorp.com

CPH Engineers  
Brett Markovitz  
386.445.6569  
bmarkovitz@cph.com



## Westside Regional Water Reclamation Facility Biosolids Dewatering System Improvements

Daytona Beach, FL

PC was awarded its second contract at the City of Daytona Beach's primary 17-mgd wastewater treatment plant while closing out the successful CMAR improvements project completed in February 2021. Improvements made to the biosolids dewatering facility and system provided the City with enhance plant efficiencies and cost savings.

### Project Features

- Extensive exterior and interior demolition of existing equipment and utilities
- Installation of two, 30,000-pound three-belt filter presses
- Installation of two washwater pumps and two skid-mounted emulsion polymer blending units
- Installation of a horizontal, inclined and unloading shaftless three-screw conveyors
- Construction of supporting structural concrete
- Installation of process piping and valves, pipe supports and appurtenances
- Installation of new electrical equipment and distribution
- Integration of new instrumentation and control system
- Refurbishment of existing 15,000-pound capacity bridge crane
- Construction of new masonry walls with overhead and man doors
- Detailed planning and collaboration with plant staff to maintain existing plant operations and minimize impacts
- Continuous material evaluation and strong vendor relationships to manage lead times
- PC self-performed approximately 65% of construction including site utilities, concrete, metals and process piping and mechanical work

**Delivery Method**  
Design-Bid-Build

**Start Date**  
September 2020

**Budget**  
Initial: \$3.4 million  
Final: \$2.7 million  
Change Orders: 3 change orders (\$1.2 million in Owner Direct Purchase and \$500K in owner-requested scope additions)

**Completion Date**  
Substantial: May 2022  
Final: June 2022

**Self-Perform**  
65%

**Owner**  
City of Daytona Beach  
Eric Smith  
386.671.8829  
smitheric@codb.us

**Design Team**  
Carollo Engineers  
Sudhan Paranjape  
407.478.4642  
sparanjape@carollo.com

# Eastern Wastewater Treatment Plant Expansion

Eustis, Florida



The project included the construction of a 1.0-MGD expansion to the existing 0.3-MGD Eastern Wastewater Treatment Plant for the City of Eustis. The project includes a 1.0-MGD Biological Treatment Unit (BTU) including a Screening Structure, Master Submersible Influent Pump Station with two 1500 gpm submersible pumps, MLE Process Basins, Clarifiers, Filters, Chlorine Contact Chamber, Effluent Transfer Pump Station with two 1500 gpm vertical turbine reclaim water pumps, three (3) 6" return activated sludge pumps, Hypochlorite System, Blower/Electrical Building, and associated piping, site work, paving, grading, equipment, variable speed drives, electrical including service entrance and an emergency power generator and fuel storage tank, instrumentation and controls (I&C) including instruments and SCADA, and miscellaneous appurtenances necessary for system operation. Work consists of furnishing all labor, equipment, and materials for the construction of the facilities. Due to immediate need for additional capacity, a unique design approach was necessary to expedite the project schedule, which led to the project preliminary design and final design being completed within seven months. Additionally, the construction was required to be completed within one year and pre-purchase of long lead equipment was done to expedite the construction.

## OWNER

City of Eustis,  
Purchasing Department, City  
Hall  
10 North Grove Street,  
3rd Floor  
Eustis, FL 32726  
Rick Gierok, P.E.  
(352) 483-5480 office  
(321) 388-7485 mobile  
gierokr@ci.eustis.fl.us

## ENGINEER

Reiss Engineering, Inc.  
1016 Spring Villas Point  
Winter Springs, FL 32708  
Scott Hoxworth, P.E.  
(407) 679-5358  
swhoxworth@reisseng.com

## Project Type

Bid/Build

## Original Contract Amount

\$7,454,000.00

## Final Contract Amount

\$7,501,069.66

## Notice To Proceed Date

April 2017

## Contract Substantial Completion

July 2018

## Actual Substantial Completion

June 2018



## SAWCROSS, INC.

CONTRACTORS & ENGINEERS

CGC036203 EB8465

10970 New Berlin Road

Jacksonville, FL 32226

OFFICE: (904) 751-7500

FAX: (904) 751-0600

[www.sawcross.com](http://www.sawcross.com)

**PRECONSTRUCTION SERVICES**

**DESIGN BUILD**

**BID BUILD**

## 9.2 Minimum Qualifications

The Proposer has been a Prime Contractor and has successfully constructed, started-up, tested and commissioned a minimum of three (3) of each of the following systems/processes/equipment at WWTFs



	Blue Plains AWWTP Main Process Train Improvements	Tupelo Bayou WWTP	Airport Parkway WWTF Expansion	Atlantic WWTP Expansion Phase 1	Neuse River WWTP Expansion Phase 3	Mattawoman WWTP Upgrade	R.M. Clayton WRC Phase 3 Plant Expansion	Salisbury WWTP Expansion/Pumping Station Upgrades
<b>a. Screening and Conveyor Equipment</b>	✓	✓	✓				✓	✓
<b>b. BNR Treatment System Equipment</b>				✓	✓	✓	✓	
<b>c. EQ Basin mixers and EQ pumps</b>			✓				✓	✓
<b>d. Blower Equipment and SS air piping</b>			✓	✓	✓	✓	✓	✓
<b>e. RAS/WAS pumping facilities</b>	✓	✓	✓	✓			✓	✓
<b>f. Electrical/controls systems</b>	✓	✓	✓	✓	✓	✓	✓	✓
<b>g. Instrumentation/SCADA systems</b>	✓	✓	✓	✓	✓	✓	✓	✓
<b>h. Secondary Clarifier Equipment</b>		✓	✓	✓	✓	✓		✓
<b>i. Fine bubble aeration systems</b>		✓	✓	✓	✓	✓	✓	
<b>j. Tertiary Filtration Equipment</b>		✓	✓					✓
<b>k. CCC Systems and Equipment</b>	✓	✓			✓			
<b>l. Chemical storage/feed systems</b>	✓	✓	✓	✓	✓	✓	✓	✓
<b>m. Emergency generator systems</b>		✓	✓	✓	✓		✓	✓
<b>n. Aerobic digestion equipment</b>	✓	✓	✓	✓				✓



TAB 4

# Approach to the Engagement

# Approach to the Engagement

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This Section shall include a description of the firm's understanding of the project goals, objectives and the CMAR/construction services required; approach to the project work; potential problems or concerns associated with the project work; potential issues with equipment supply chains; and a discussion of how to minimize the impacts on the Maintenance of Plant Operations (MOPO) during construction.

## Understanding of the Project Goals

The City of Bunnell is proactively investing in the Bunnell WWTF to increase capacity from 0.6 mgd to 1.2 mgd, upgrade process treatment by the addition of a 4-stage Bardenpho biological nutrient removal (BNR) treatment process and ensure to increase the longevity of the Facility by updating the aging infrastructure. The City is seeking an efficient and timely collaborative delivery approach for the facility through the construction manager-at-risk delivery method in partnership with Bunnell City staff, the CPH and Bailey design team, and the selected CMAR.

PC Construction understands that the wastewater treatment facility located at 305 South Tolman Street, is currently permitted for 0.6 MGD AADF and the facility has exceeded 50% of its capacity since 2014 and is expected to exceed its permitted capacity by 2024 if not expanded upon to meet the growth demand in the region. This expansion is critical to increase the facilities capacity to 0.09 MGD AADF (due to the current limited effluent disposal capacity) while constructing a facility capable of treating a capacity of 1.2 MGD AADF to accommodate the future growth and our team is ready to dedicate our resources to meeting this dire need for the community.

Our experience provides a guarantee that the upgrades will also equip the plant with the necessary biological nutrient removal process that will meet the effluent advanced wastewater treatment (AWT) standards, benefiting Haw Creek which is the waterway where the effluent is discharged. Other areas of beneficial use of the effluent is irrigation for the residential community and commercial properties such as the Grand Reserve Golf Course.

We recognize the facility is challenged with increased capacity, aging infrastructure and outdated methods of treatment that is creating an absolute need for this expansion and process improvements. Meeting the challenge of building a new process treatment system in the same footprint as the existing system while constructing new process structures will require extensive planning and sequencing for demolition and new construction work. With the existing facilities requiring immediate upgrades, we have focused our construction phasing options to evaluate the existing facilities and make instant process improvements to keep the existing treatment in operation while also balancing cost, schedule and other important aspects for the new process structures.

## Objectives and the CMAR/Construction Services Required

Our methodology and approach to ensure successful completion centers around our extensive experience with building similar facilities through our custom processes, systems, and tactics ensuring we develop and follow a project plan, which begins by listening carefully to our clients. It ends by delivering on a successful project for the community, which is the foundation of our reputation. We've used the tactics below to successfully accomplish hundreds of collaborative delivery wastewater infrastructure projects.

- Utilization of our Industry-leading leadership and experience building BNR and similar facilities
- Establish early partnership with all parties involved for a successful CMAR delivery

- Workshops and other collaborative decision-making processes
- Optimizing use of local labor and material resources
- Meeting current and future regulatory requirements through experience
- Solutions bringing the most benefit for the investment, at the highest quality
- Constructing with zero customer impacts during construction
- Dedication to maintaining plant operations and staff training
- Quality workmanship and new project management technologies to lead the process
- A safe environment for all stakeholders and workers as well as your communities
- Rich history of bringing innovative ideas and value engineering
- Commitment to open-book GMP process, competitive cost, and price certainty
- Local workforce development programs that enhance lives in the community
- Sustainable construction practices (for achievable Envision awards if desired)

**Our team's reputation and leadership in wastewater treatment construction, extensive experience with BNR treatment, depth of collaboration experience with CPH and Bailey Engineering, existing relationship between PC and Sawcross, seasoned staff of professionals, CMAR and collaborative delivery expertise, local presence, and workforce development experience are all key to a successful project with The City of Bunnell.**

### **Fast Start Approach**

During the Preconstruction Phase, the first step to our approach is to establish a **30-day Operational Plan** to identify any current operational errors in need of immediate attention to keep the facility in compliance with state and federal regulations while construction commences. We will start this process with a workshop to determine key items that require field verification to be incorporated into our plan of action. These items include measuring exiting wall thickness of structures, pipe thickness and locations, equipment verifications and existing treatment procedures. We consider this 30-day Operational Plan as part of our **Fast Start Approach**, which provides the required improvements to operations immediately. Local material inventory and equipment allows our team to act fast and execute on immediate work determined during our 30-day review or emergency work as necessary.



**PC's in-house Virtual Construction team provides a real sense of the size, scope and sequence of construction activities to analyze potential impacts, work out problems and support decision making.**



## Workshops

We take Ownership in properly preparing for all stages of the project and focus on making key decisions through the collaborative effort of workshops. All workshop will include city staff, the design team, prime subcontractors and any other key members required for decision making per the specific topic. We have identified six (6) key workshop topics critical to minimizing project risks and setting the stage to keep this project on schedule and budget:

- Partnering and Collaboration Workshop (immediately after the CMAR selection)
- 30-day Operational Review Workshop (as previously mentioned above)
- 30% Design, Cost & Schedule Review, VE & Constructability Workshop
- 60% Design, Cost & Schedule Review, VE & Constructability Workshop
- 90% Design, Cost & Schedule Review, VE & Constructability Workshop
- Maintenance of Plant Operations Workshop
- GMP Development Workshop (including an early works/procurement package)

Additional workshops will be held during the remaining design phase and further into construction. In-person and virtual options will be utilized for face-to-face discussion and brainstorming of critical decisions and opportunities for timely team check-ins in cases where critical path decisions are needed more quickly than the team can be gathered for an in-person meeting.

Our team will also facilitate decision making through the utilization of scoring spreadsheets or specialized decision-making tools to accelerate the decision-making process. If needed, we are ready to provide independent facilitators for key meetings. We have successfully used these approaches on our projects and stand ready to facilitate similar workshops and meetings for this project.

Continuing through the preconstruction services phase of the project, we will execute on the key objectives of the preconstruction services phase stated below:

- Partnering and Collaboration for decision making (utilizing tools, workshops, etc.)
- Design and Equipment Selection
- Developing the Design to Completion
- Generating the GMP's
- Early Works/Early Procurement Package

## Approach to the Project Work

Our approach starts with setting the stage with partnering with the City Staff, the Design Team, our Prime Subcontractor and the community. Our team will jump right into reviewing all available reports, drawings, memorandums, preliminary design report, and the available 60% design drawings and technical specification documents and meet with plant operations staff to prepare for the project and further add value to the Bunnell WWTF Expansion and BNR Improvements project.

Through our experience with the startup and commissioning of complex wastewater treatment facilities including major BNR processes, we take a three phased approach to our process.

**Phase 1: Preconstruction Services (including an Early Work/Procurement Package)**

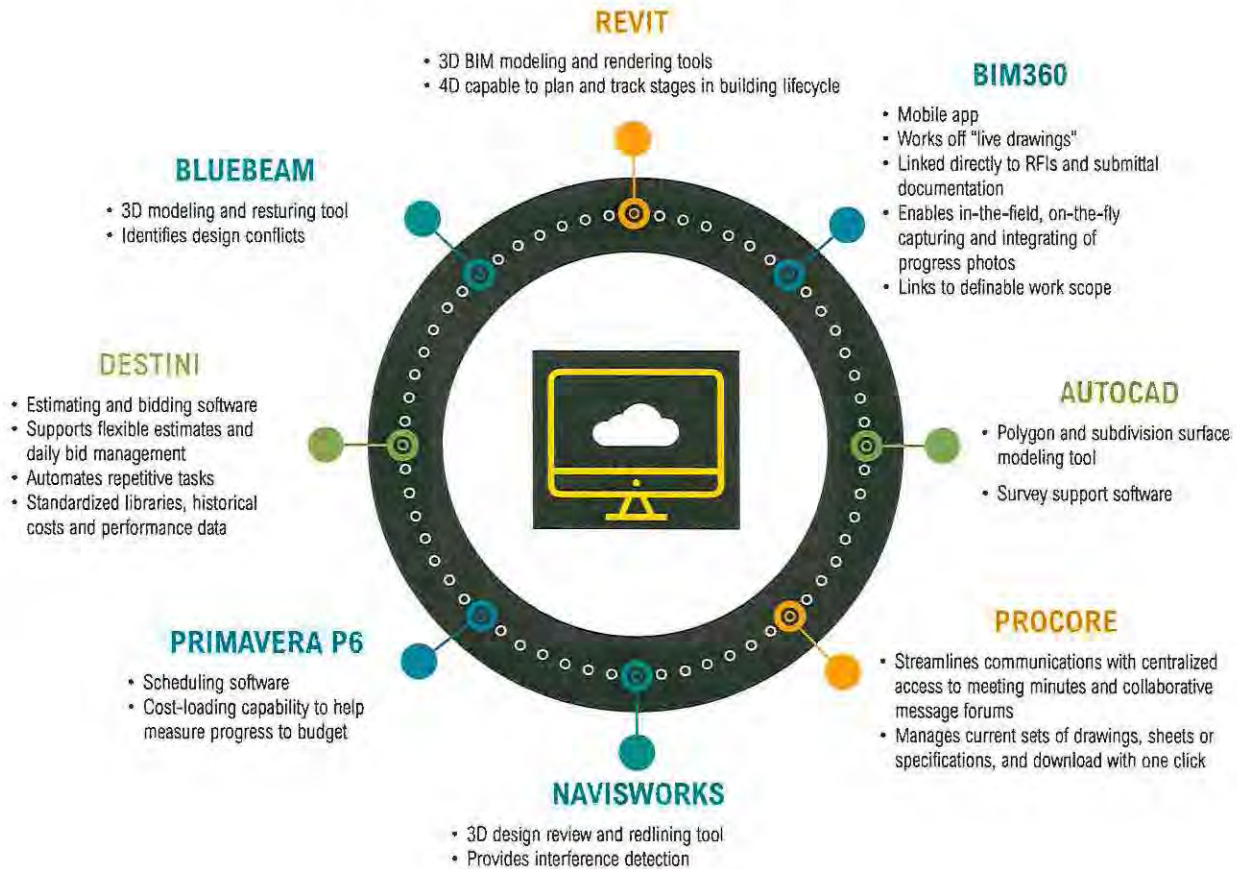
**Phase 2: Construction Services**

**Phase 3: Startup, Training and Commissioning Services**

## Phase 1: Preconstruction Services

Our team utilizes the latest technology to achieve to achieve our goals though preconstruction and further into construction. *Below is a matrix illustrating our toolbox of technology to drive success.*

### Collaborative Technology Toolbox



Our team’s collaborative approach to creating an open-book, guaranteed maximum price (GMP) is lead by our Estimating Director, Alex Hango. Our collaborative preconstruction services focus on estimating, virtual design and scheduling, as well as additional supporting resources during design. Alex’s objective is to manage successful Task Order 1 (preconstruction services) that will culminate in a successful GMP or multiple GMPs. Similar to our workshop approach, PC and Sawcross will work closely with CPH to create the appropriate agenda for each weekly meeting required to ensure that the mutually agreed upon “open book” GMP’s are inclusive of all the appropriate data for the City’s review and approval.

**Cost Estimating**—PC’s cost estimating services are the signature element of our preconstruction success stories. We bring a large in-house estimating team who estimate in excess of \$2 billion of water and wastewater construction each year. Our ability to perform a detailed estimate based on the conceptual design documents to the 60% design documents is unmatched for your project’s scope because of our recent market cost data and extensive self-performance on similar wastewater treatment plant rehabilitations and expansions. We will provide clear direction through the Owner Direct Purchasing (ODP) procedure for the City Clerk. Throughout the estimating process, we focus on explanation and education through a transparent and detailed estimate review, bringing substantial benefit to the City Staff, specifically the City Clerk.

**Initial Estimate**—We will immediately complete an initial estimate with detailed backup of the scope envisioned. The initial estimate will be provided thirty (30) calendar days after receipt of the 30% contract drawings and technical specifications. This is also the appropriate time to develop owner and CMAR contingency amounts. PC will prepare an updated estimate after the Value Engineering and Constructability Workshop, based on the sixty percent (60%) contract drawings and technical specifications within thirty (30) calendar days of receipt of the drawings and technical specifications. Any significant deviations from the previous cost estimate relative to quantities, costs and schedule will be identified along with a suggested action plan to realign the project with the budget. The estimate will be a detailed and comprehensive exercise further narrowing the scope of assumptions and qualifications.

**Subcommittees and Workshops**—As the design progresses, PC's estimating, and operations teams will work with the City, CPH and our Prime Subcontractor (Sawcross) by utilizing sub-committees and workshops to manage design development and provide corresponding estimating services. As part of these workshops, we host trade-specific meetings to review work areas in detail. This open dialogue allows the design and estimate to progress faster and provides alternative cost evaluations well before the design progresses to advanced stages.

**Work Packages**—Following these workshops, we will begin quantifying all project components and identify project-specific work packages. Using this information, we can solicit pricing and compare that information to our historical database to ensure best value. During this phase, we will work with the FDEP SRF loan managers to generate the appropriate draft bid documents. We will focus on ensuring each package is covered by multiple bidders (at least three (3) qualified subcontractors) while carefully monitoring equipment selections to maintain a competitive procurement process and eliminate sole sourcing and potential packaging of equipment by vendors. PC will work directly with the City Clerk and FDEP SRF Loan Manager for approval of each package.



Our estimators proactively ask questions about scope and technical considerations, identifying constructability and potential value engineering items for consideration.

**Cost Estimates**—PC will provide subsequent cost estimates at the thirty (30%), sixty (60%) and ninety percent (90%) design milestones with clear, division-by-division explanations for any cost variations (increases and decreases). To design towards a budget, we must know the cost every day and that is why we provide real-time cost estimating. Our team provides cost representation at every meeting to allow professional construction cost guidance and enable informed decision-making. PC's cost-tracking log provides the framework to document feedback between design milestones as design concepts are modified and keeps stakeholders informed on overall project costs. This approach maximizes the benefits of the CMAR delivery method.

**GMP Development and Approval**—Modifying the outline referenced in the RFQ, we will begin development of the GMP no later than the thirty (30%) design milestone and finalize the GMP within forty-five (45) calendar days after receipt of the 60% contract drawings and technical specifications. Driven by schedule and the need to maintain full operations of the existing facility, this project may benefit from employing the strategy of multiple GMPs.

→ **Early Works/Procurement Package GMP**—This is for long-lead equipment such as electrical equipment, certain materials purchases such as pipe and fittings, early site work, demolition and similar work packages; and a second for the balance of the project scope. The GMP will be structured similar to previous estimates developed during preconstruction in a completely open-book manner. This includes an organized format with all back-up documentation provided including subcontractor bids and quotes.

## **Phase 2: Construction Services**

Our team will start the project with our top priority in mind, **SAFETY!** Protecting the lives of our clients, employees, subcontractors, and the public is our greatest value and guides our philosophy. Our project leaders recognize their responsibility to establish and maintain exceptional worksites. Their commitment is proven and demonstrated through our award-winning safety performance and guided by our Core Safety Program. Our methodology of achieving safety excellence relies on a simple approach and message: “No One Gets Hurt.”

We have proposed a team comprised of construction professionals ideally suited for their respective areas of the project. Everyone’s experience, knowledge and team focus will be applied to its greatest extent at the onset of construction. Our approach is to establish each area of work as individual projects, supported by their specific teams with an overall tightly coordinated leadership team to ensure the project is on schedule and within budget.

The cornerstone of our construction approach is properly preparing each task through workplans which establishes the basis and sequence of work and associated construction plans. For each workplan, we implement three phases of management: Preparatory, Installation, and Follow-up. Inspections for these phases include QC checklists and are conducted in the following manner:

- **Preparation**—Managers collaborate with foremen, subcontractors, design team members, craft labor and other participants, such as Bunnell staff, to confirm quality standards, identify materials and equipment requirements, complete shop drawings, and develop the workplan and testing components for each task.
- **Installation**—An initial meeting is conducted with all parties involved with the particular task to establish a standard of workmanship. Safety measures are reviewed, equipment checks take place, materials are logged and placed at the installation site, inspection of the site conditions are reviewed all prior to the work being conducted. Each crew to complete the task at hand following the detailed workplan for that scope. Following installation and after the work is completed, Managers confirm the work complies with contract requirements, verifies controls are adequate, confirms the appropriate level of workmanship is accomplished, and ensures worksite safety.
- **Follow-up**—Dedicated site QC personnel including the foreman, project engineer, and subcontractor foreman (for subcontracted work) verify all elements of the preparatory and initial phase QC elements are complete.

As stated above in the preconstruction section, our team utilizes the latest technology to achieve to achieve our goals though preconstruction and further into construction.

## **Phase 3: Startup and Commissioning to Operation**

Our goal during testing and startup is to examine and demonstrate process performance, operability, and maintainability of the new process equipment to ensure safe and reliable operation of the plant ahead of the project acceptance period. A structured approach to functional testing provides equipment and systems that are complete and function properly, while providing comprehensive system training and documentation so your O&M staff can manage the facility effectively. We will dedicate local staff to continue to assist with operations after startup to ensure the plant staff is comfortable operating the new processes.

Our Commissioning Managers, John Yesalonia and Wes Bashlor, will manage a team comprising design and construction staff, MOPO specialists, electrical and I&C subcontractors, equipment manufacturers, Bunnell operators, and your Owner's Representative through the testing, training, and acceptance of the project. Each step in the testing and acceptance regimen is pre-planned, practiced, and delivered safely, without disruption to plant operations. An overview of the testing and acceptance phases, activities, and outcomes is featured *below*.

## Testing, Startup and Training/Transition to Plant Operations

PREREQUISITES		KEY TESTING ACTIVITIES	KEY TRAINING ACTIVITIES	OUTCOMES
<ul style="list-style-type: none"> <li>Equipment and startup testing plan</li> <li>Startup and testing schedule</li> <li>Transition plan</li> <li>Operator training plan and schedule</li> <li>Stormwater pollution prevention plan (SWPPP)</li> </ul>	1 Pre-Operational Checkout	<ul style="list-style-type: none"> <li>Equipment</li> <li>Mechanical</li> <li>Electrical</li> <li>Instrumentation equipment</li> <li>Individual component/instrument calibration</li> <li>Pre-operational check-out summary</li> </ul>	<b>Overview process training</b> <ul style="list-style-type: none"> <li>System overview</li> <li>System components</li> <li>Purpose and intent</li> <li>Treatment objectives</li> <li>How it works</li> <li>Process science</li> </ul>	<ul style="list-style-type: none"> <li>Equipment components installed properly, operate under conditions specified</li> <li>Comprehensive classroom training for all operators</li> </ul>
<ul style="list-style-type: none"> <li>Equipment components installed properly, operate under conditions specified</li> </ul>	2 Functional Testing	<ul style="list-style-type: none"> <li>Process/mechanical/equipment</li> <li>Electrical</li> <li>I+C</li> <li>Functional testing summary</li> </ul>	<b>Process training</b> <ul style="list-style-type: none"> <li>Individual system components</li> <li>Process flow integration</li> <li>Design criteria</li> <li>Process variables</li> <li>Vendor training</li> </ul>	<ul style="list-style-type: none"> <li>All functional tests have been satisfactorily completed</li> <li>Equipment within its system operates under simulated conditions</li> <li>Hands-on training for all operators</li> </ul>
<ul style="list-style-type: none"> <li>All pre-operational checks and functional tests satisfactorily completed</li> </ul>	3 Start-Up Testing	<ul style="list-style-type: none"> <li>Collective system components</li> <li>Water/temporary media system circulation</li> </ul>	<b>Startup training</b> <ul style="list-style-type: none"> <li>Equipment controls training</li> <li>Process troubleshooting</li> <li>SQP and UPCP training</li> <li>Vendor training</li> <li>Service manual training</li> </ul>	<ul style="list-style-type: none"> <li>Equipment within a system operates under simulated conditions</li> <li>Hands-on training for all operators in preparation for full system startup and operation under actual operating conditions</li> </ul>
<ul style="list-style-type: none"> <li>O+M manuals</li> <li>Equipment and startup</li> <li>Test Report</li> <li>Detailed acceptance testing plan</li> </ul>	4 Acceptance Testing	<ul style="list-style-type: none"> <li>Full system startup and operation, under actual operating conditions, as part of plant process for 30 days</li> <li>Whole-plant acceptance test period of 180 days to substantiate performance</li> </ul>	<b>On-the-job training</b> <ul style="list-style-type: none"> <li>On-the-job training and shadowing</li> <li>Refresher training</li> </ul>	<ul style="list-style-type: none"> <li>Acceptance testing report documenting that the designed and constructed system operates under design conditions and meets all performance criteria and requirements of CMAR contract</li> <li>Operators working alongside our CMAR team to manage and maintain plant performance</li> </ul>

### Experience for Approach to the Work

As stated in our cover letter, PC's comprehensive BNR experience dates back to 1998 and extends up and down the East Coast. In our experience, the challenges on CMAR projects often follow the unknowns of the project. These items can include utility locations, existing conditions and items not available for inspection at the time of GMP. These unknown conditions are why we take the **30-day Operation Plan** approach.

An excellent example of a CMAR challenge, stemming from an unknown quantity, is the solids removal required at the City of Daytona Beach CMAR project. With half of the BNR Basin in service at all times, there was no ability to remove the tank from service to establish the amount of solids removal that should be allocated in the GMP. After completing the first phase of solids removal- it was identified that

the remaining quantities and funding would not be enough for the project. The BNR Basin required the removal of over 2000 Tons of material posing a financial and schedule concern.

Though the proper allocation of contingency funding for the project, this risk was identified early, assigned a monetary allowance and was paid for out of the CMAR contingency without impact to the owner. In addition, the construction schedule was modified to resolve this unknown as early as possible in the project. Though proper management of the schedule and contingency, issues like this will be resolved without impact to the project.

Following our best practices, the Risk Register (*example below*) is used to anticipate issues before they become real and is a critical tool in developing the proper mitigation for each risk on the project.

Risk No.	Potential Risk	Cause	Impact	Probability	Impact	Mitigation Risk Matrix	Mitigation Measures
1	Differing Site Conditions	Subsurface conditions that are not anticipated, requiring relocation of unknown utilities or special attention, to excavation stabilization or foundation design are encountered	Cost	Low	Moderate		Review and evaluation of available, extensive geotechnical data and reports from previous projects. Perform supplemental investigative borings and subsurface investigations to prepare reports for areas of potential concern.
2	Odor Control	Failure of selected odor control systems to meet	Cost	Low	Moderate		Initial review by our odor consultant, Carl Huber, indicates that in addition to odor

### Potential Problems or Concerns Associated with the Project Work

The most prominent potential issues that typically arise during construction on a project happens when completing tie-ins to the existing facility or damaging underground infrastructure when installing pipelines or setting foundations. PC Construction and our Prime Subcontractor (Sawcross) have vast experience with planning our work appropriately to avoid these potential issues. Our work planning starts in preconstruction with generating a detailed Maintenance of Plant Operations (MOPO) which kicks off from the MOPO workshop. The work planning doesn't stop there, we generate a detail workplan for each activity onsite prior to starting the work for a specific installation. As stated above, our workplan cover all aspects of an installation, from safety and material requirements to the equipment, shop drawings and engineering drawings/details. We have included a detailed description of our workplans as well as an example in *Tab 6—Quality Control, Sanctions and Adverse Litigation*.

### Potential Issues with Equipment Supply Chains

The current market conditions have created many challenges and uncertainties throughout the lifespan of a project. PC Construction has focused on ways to address these volatile market conditions and establish strategies to address these uncertainties, to include:

- Engineer/Contractor/Owner collaboration throughout the design & construction process.
- Open Book GMP development and collaboration with all parties
- Early procurement—start procurement on major equipment and establish baseline pricing and schedule.
- Establish Owner Direct Purchase (ODP) opportunities.
- Detailed and methodical equipment and material selection through a collaborative process

- Early market outreach—Raise project awareness to increase competition and lock-in the vendors and subcontractors during the design phase and continue development into construction
- Getting out of the gate strong—Accelerating submittals for the partial release of long-lead equipment items and start on a GMP package to accelerate the project schedule.
- Develop and implement an extensive onsite warehousing process to procure and delivery materials early in the project to help mitigate constraints during construction along with the expansion of payment terms for stored materials.
- Self-perform ability and trade support utilizing our ample local resources
- A "Just in Time" mindset—Change the model (if required) at any point during the process to ensure innovations are continually reviewed and included in the project
- Optimize the construction means and methods—utilize precast concrete structures, pre-assembled power distribution centers, prefabricated metal buildings and raceways, etc.

### **Maintenance of Plant Operations**

We take our role and accountability for non-interference with facility operations throughout the project very seriously and will perform field investigations, facility research and testing to ensure we understand existing conditions and have proper contingency measures in place for our work.

We understand that throughout the course of the Bunnell WWTF Expansion and BNR Improvements project, it is imperative that plant operations are maintained, and no loss of service is experienced by the communities you serve. Our CMAR Team is qualified and prepared to work with your O&M staff throughout all phases of this project to provide zero downtime and avoid service issues. Our team's wealth of experience with maintenance of plant operations (MOPO) for similar treatment plant improvement and expansion projects provides the knowledge and foundation for delivering on our commitment to keeping your facility running. MOPO entails careful planning and work sequencing to avoid conflicts with daily operations or emergency operations, should this be required. We are accountable for non-interference with facility operations throughout field investigations, construction, inspections/testing, and project commissioning.



PC did a great job under some extenuating circumstances. The project had some difficult MOPO issues that required a significant planning effort and the entirety of the project management staff went the extra mile to keep the operations staff informed and in business all the while.

**Eric A. Smith, P.E.**  
Engineer, The City of Daytona Beach



MOPO for the Bunnell WWTF Expansion and BNR Improvements project requires a detailed plan at the outset of the project, the result of collaboration between all CMAR Team members, CPH, the City, and facility O&M staff. This effort is to be conducted during the preconstruction phase following the intel collected at our 30-day Operational Plan and in parallel with our MOPO workshop in order to:

- Fully comprehend the current plant processes and any potential impacts during construction
- Evaluate the risks associated with the task at hand
- Work with plant operations staff to understand any challenges that may be presented during the transition process
- Develop detailed implementation plans and sequences

- Define testing and commissioning plans
- Finalize the MOPO plan with Plant operations staff

Our team has already begun to compile a list of concerns to be addressed in the MOPO Plan for this project such as:

- Complete early performance testing to further understand the current processes and make modifications to remove obstacles
- Understand major risk factors, influent demand and plant constraints when generating the new Influent Structure w/ mechanical screening system
- Generate a MOPO for the early works package focused on site logistical changes to reduce interference to daily operations for the modifications to the existing facility
- Understand the current capture rate for grit removal and the required temporary capture requirements during existing structure modifications; determine if grit removal is required during construction
- Develop detailed plans to maintain plant operations ensuring all processes are uninterrupted during any major tie-in (Influent, Effluent, etc.) requiring any complex bypass sequencing
- Generate detailed excavation plans when constructing structures adjacent to existing facilities in operations

We will further develop the MOPO Plans with the County and plant operations staff during preconstruction. The final MOPO Plan will address major piping tie-ins, required shutdowns and durations, plant operations assistance required, and mitigation measures as well as other critical elements for fully maintaining plant operations. Our Team's General Superintendent, John Yesalonia, Prime Subcontractor Field Superintendent Tom Carter from Sawcross and other field work leaders will ensure that the construction work is conducted in compliance with the MOPO Plan to protect facility operations and prevent any downtime/interruption of service.

### Discuss experience in identifying and successfully meeting the requirements of the FDEP SRF Loan program, USACE program, Davis-Bacon Act, and the American Iron and Steel (AIS) program. Avoid presenting duplication of information from other sections of the RFQ submittal.

Our team has supported owner compliance with state and federal loan programs, including State Revolving Fund (SRF) programs, for several decades. We understand how favorable such loan and grant programs are for a municipality's water quality projects. Our team has significant experience supporting loan reporting requirements and compliance with other guidelines (including American Iron and Steel, Davis-Bacon Wages and DBE requirements) and we continue to lead compliance with the latest federal funding programs. To support the City's efforts to secure and comply with SRF, we have included The Berryhill Group, a firm that specializes in these important loan programs, as a consultant to our team. We are currently working on several wastewater projects with The Berryhill Group.

**USACE**—PC understands Congress has authorized and funded USACE with \$130.5 million to provide environmental infrastructure (EI) assistance (e.g., planning, design, and construction of municipal drinking water and wastewater infrastructure projects in specified communities, counties, and states) such as the City of Bunnell, FL. Similar with SRF loan requirements, our team has significant experience supporting loan reporting requirements and compliance with all other guidelines per the latest federal funding programs. Our team also has significant experience obtaining and complying with USACE permits for wastewater projects. For example, at the R.A. Thomas Wastewater Treatment Plant in Winston-Salem, North Carolina, USACE permits were required to reroute a nearby creek and



accommodate construction of a new equalization basin. As general contractor, PC led coordination with the Corps and other regulatory agencies to obtain the USACE permit and comply with all provisions during construction. PC has specialized experience in managing compliance with USACE funding and permitting and will be a valuable asset to interfacing with the USACE.

**Buy American and American Iron and Steel Act**—We are well aware this project may be eligible for and will seek funding by various programs such as Buy American, American Rescue Plan Act (ARPA), etc. PC is very familiar with the federal requirements for treatment works projects and continues plan for compliance with the latest funding programs. For example, to strictly adhere to Buy America requirements, PC has established relationships with several national manufacturers and distributors that supply our projects with certified domestic products. Most recently, during the construction of the \$67 million Tupelo Bayou WWTP in Conway, Arkansas, PC complied with the Buy America requirement for procuring over five miles of domestic ductile iron pipe for the project.



**Davis-Bacon Wages**—More than half of our annual work takes place on projects with Davis-Bacon prevailing wage requirements, and our payroll systems are configured to seamlessly manage these projects. We are able to provide certified weekly payroll reports and accommodate payroll compliance audits.

Also provide a statement of the Proposer’s capacity to perform the work within the proposed project schedule (660 calendar days from NTP). This should take the form of either a narrative or chart which describes the available time for the proposed Project Team throughout the expected time frame for the project and which represents a commitment by the responding firms to allocate the necessary resources to the project.

**Availability of Resources**

A differentiating factor in the selection of a construction partner is the availability of their resources to meet the project demands from day one. This is especially important in today’s market where construction management and skilled labor is facing unprecedented shortages. PC crews are nearing completion on multiple projects for the City of Daytona Beach, located approximately thirty minutes from Bunnell WWTF. Our Prime Subcontractor, Sawcross, has manpower and equipment available today. We will utilize the same seasoned crews to start work on your project. These local resources are a key aspect to our ability to self-perform more than 75% of the scope of work. Through self-performance, we are able to have even tighter control over safety, quality, schedule and cost. Our core team of craft labor and management brings the experience and quality that PC’s and Sawcross’ reputations are built on. **They are all 100% committed to this project and 100% available to begin work on this project for the City of Bunnell.**





TAB 5

Value Engineering, Design  
Support, Project Scheduling,  
Project Estimating and Project  
Communication

# Value Engineering, Design Support, Project Scheduling, Project Estimating and Project Communication

## Describe the Proposer's approach to partnering with the City of Bunnell and the Project Engineer (CPH, LLC).

Utilizing a collaborative delivery approach for the Bunnell WWTF Expansion and BNR Improvements project, will result in a strong partnership between the City and both its contractor and designer. PC Construction has a long-standing relationship with CPH and Bailey Engineering. PC has recently worked directly with Steve Bailey on Daytona and Palm Coast projects. Sawcross and CPH have worked together for 30+ years on numerous projects. Sawcross and CPH are currently working on three (3) projects together. These existing relationships have an outstanding working partnership that provides exceptional products for municipalities all throughout the Southeast.

Prior to the start of construction operations, we will co-locate in a single field office complex onsite. In our CMAR experience, we have found that co-locating the owner, design, and construction teams on the project site greatly enhances the team dynamic and substantially increases project success.

The location, capacity, and performance of subcontractors is also a key factor during the competitive procurement process. Our extensive relationships with local subcontractors through PC and Sawcross allows for a more thorough outreach and subcontractor procurement process that we will implement to bring the competitive costs and qualified trade partners to the project.

**Communication**—Open communication starts early in the project lifecycle with frequent and focused meetings to ensure that the project goals, roles, responsibilities and expectations are clearly defined and understood by each team member. We will organize project meetings to allow efficient decision making and to provide the necessary project updates. These meetings may be weekly, monthly or as needed and will include stakeholders such as the City of Bunnell, CPH and subcontractors.



One of the cool things that PC did on the Daytona WRF project was hold a mandatory weekly meeting at the jobsite trailer for all subcontractors to present the work they would be performing during the following three weeks. This was very beneficial in eliminating conflicts in the work between subcontractors.

**Mark E. Hickinbotham, P.E.**  
President, Sawcross Contractors & Engineers



**Collaboration**—This is the backbone of every successful project. The ability of the team to work together to resolve project challenges in the best interest of the project requires keeping the project goals at the center of every decision, respecting each other's perspective and trusting our partners. We acknowledge that trust is not earned overnight, and our highly experienced team will allow us to hit the ground running on the path to earning your confidence.

**Consistency**—A consistent process yields predictable results, and PC understands the need to meet the established commitments, which extend beyond the field and into the daily interactions with the entire project team. We ask questions in a timely manner, submit reports and requisitions on schedule and conduct productive and effective meetings and collaborative sessions with all the appropriate team members at the table. PC utilizes a variety of tools - including Procore, Lean, Egnyte and Primavera P6 - to maintain a consistent process. These processes are also continuously evaluated and refined as better tools become available. These tools support effective collaboration by creating a transparent working environment where project information is easily accessible to the entire project team. All team members have meeting information, such as agendas and minutes, as well as RFIs and submittals, schedules and requisitions available at their fingertips.

### Provide examples of previous opportunities and experience providing value engineering on previous projects that may reduce project cost and provide added value, throughout all phases of a project.

At the Mallard Creek WRF CMAR Improvements project in Charlotte, North Carolina, the initial design called for several individual junction manholes to bring the flow into the head of the new influent pump station (IPS) and split the flow into two new screen channels. These manholes were large, 35 feet deep and were spaced away from the IPS to get the piping to align between them. Our estimating team identified this as a major opportunity for cost and schedule savings with the owner if the scope could be redesigned. They worked with the designers to successfully change the design from individual manholes spaced away from the IPS to a common influent junction box that was connected directly to the IPS. This drastically reduced excavation (much of which was in rock), support of excavation and the dewatering footprint required, saving the owner significant money and months from the original schedule.

At the Westside Regional WRF in Daytona Beach, PC's first task upon award was to develop a cost model from the 95% documents. During this process, PC uncovered a significant prior error in the project's probable cost estimate, wherein a portion of the project cost had not been accounted for. PC, the engineer and owner team quickly worked in collaboration to develop Value Engineering solutions and an improved MOPO approach, saving \$6 million and keeping the \$40 million project budget intact. PC continued to develop and catalog VE options for the owner throughout the preconstruction/GMP and construction processes. This was important since the budget was stressed from the outset. PC, in collaboration with the Owner, made several timely, efficient decisions—even into construction—to improve the budget.

PC's key VE ideas included:

- Additional valves provided for construction of new UV Structure
- Additional paving of entire project site (meeting owner's needs through contingency funds)
- Owner-customized instrumentation package optimized by engagement of the plant operations staff

### Discuss recommended protocols for meshing value engineering with budget, schedule, estimating, and potential redesign. Describe the benefits and the challenges associated with CMAR involvement in design activities. Also, describe your firm's approach to cost control methods for the design and construction phases.

Our team members have extensive experience in assisting owners and design engineers with closing the gap between a desired project and available budget, all while maintaining the schedule. Our

estimators are familiar with alternate practices used by designers and will suggest a variety of cost-effective solutions that have been implemented to meet similar requirements elsewhere. Our VE review team includes several members of the project team coupled with senior leadership, which brings diverse expertise and a depth of experience to the process.

For example, we will assign Senior Project Manager Jason Surowiec to the influent screening facility due to his most recent plant rehabilitation experience, while he still oversees management of the entire project. Superintendent John Yesalonia would be the ideal candidate to lead the VE and constructability review for the Bardenpho BNR Treatment Process process structure due to his experience building similar systems. John will ensure a cross-functional team reviews the plans and specifications and submits VE and constructability ideas for the area. We will similarly designate project areas to other groups and leaders.

The work of each group is integrated into VE tracking logs that are used with the design team and owner to create open dialogue and collaborative outcomes. In addition to ensuring cost efficiencies, other factors we consider in the VE and constructability process are:

- Schedule advantages
- Operation and maintenance costs/ease
- Design impact
- Technical compliance
- Future expandability

During collaborative VE workshops, we will then brainstorm a wide spectrum of VE opportunities based on past experience and outcomes. Using our value analysis matrix, we will record, vet and price ideas. The matrix includes:

- Description of each item
- Benefits (operational costs, product durability, ease of operation, sustainability, life-cycle analysis)
- Estimated cost and schedule savings
- Possible design updates needed
- Whether the item is formally accepted for inclusion in the documents

This document is updated regularly and is shared with the project team to provide a clear understanding of the cost impact of each item and the cumulative effect of the items selected on the overall estimated project cost. This provides the City, plant staff, design engineers and PC with the appropriate information to make clear and informed decisions together.

We have generated a preliminary VE log with over 30+ ideas that are ready for review/discussion with city staff tomorrow. *Included below* are a few of the key ideas below that will be expanded upon after review of the 30% documents.

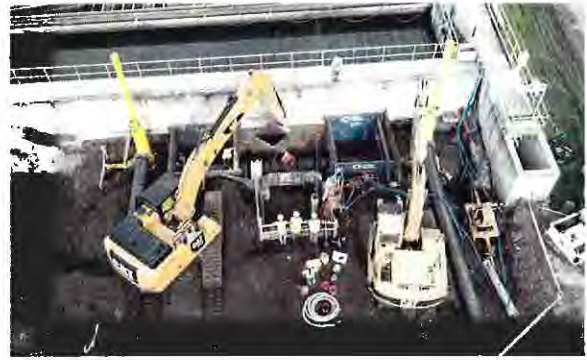
IDEA	SCHEDULE AND/OR COST BENEFIT
Precast Concrete	Reduction of onsite manhours is a risk reduction for craft labor and safety.
Prefabricated Steel Tanks	Reduction of onsite manhours is a risk reduction for craft labor and safety.
Common Wall Construction	Minimized concrete and yard piping to bring structures together.
Prefabricated Raceways	Prefabricated material can save installation, design and delivery costs
Above-grade Yard Piping	Lower material cost and expedited delivery
Pre-assembled Power Distribution Centers	Prefabricated material can save installation, design and delivery costs

## Challenges

The foundation of a successful project begins with the effort and detail put forth during the preconstruction phase especially with all key stakeholders (owner, designer and builder) aligning around common goals. We strongly believe having CMAR involvement in design is essential to positively the project outcome. This is when our team can partner with owners and designers to get the best return on the project's capital investment. *Please see below for our discussion on benefits and challenges associated with CMAR involvement in design activities.*

CMAR INVOLVEMENT IN DESIGN ACTIVITIES		
BENEFIT	Constructability	At a recent water supply program, one of the major design challenges, with far-reaching construction cost implications, was the reservoir pump station. This was a 120-foot-tall free-standing vertical structure during construction that would be completely submerged for the duration of its service life (once the reservoir was filled). The main issue was not only how to construct the station, but also how to tie it into the pipeline. PC provided quick-turn conceptual pricing on several options and explained advantages and disadvantages of each. A precast concrete panel building was decided upon (instead of cast-in-place concrete or masonry) and the solution to tie in the pipeline was to install it beneath the bridge deck. The open collaboration, weighing many options along with professional construction guidance, helped the owner make informed decisions based on budget and other long-term maintenance needs.
BENEFIT	Design-construction prioritization	An early work package is a common solution to begin certain scopes of construction (site work, utility work, demolition, etc.) before major new construction on water/wastewater projects. This enables a smoother start to major construction and often reduces the overall schedule. Having the CMAR and design engineer determine early packages of work, and then prioritize the needed design work, has led to success on many of our projects.
BENEFIT	Early and strategic procurement	It is no secret that market conditions and supply chain issues are causing cost impacts throughout the construction industry. As it applies to rising costs and supply chain constraints, the key mitigation strategy, ideal for the CMAR involvement in design, is early procurement. We have successfully employed early purchase of key process and electrical equipment, piping, valves and entire precast buildings, for many of our ongoing water projects.
CHALLENGE	Value engineering	Preferences on material, equipment, systems, etc. vary between firms. At times, focused VE efforts to meet budget, can result in original design ideas being reduced in quality or performance. PC takes a fact-based, objective approach to VE. We conduct rigorous equipment and subcontractor selection and seek to educate all parties on the overall advantages and disadvantages of VE (considering cost, but also schedule, long-term reliability, future maintenance, etc.) We seek to make difficult budget and VE decisions together as a team in the best interest of the project.
CHALLENGE	Standards and past experience	Design details and specifications can become standardized within global and national engineering firms. We have seen instances where some design requirements do not apply to a project/region. For example, the structural reinforcing bar (rebar) design of a wall might be extensive to address seismic needs in California; however, a project in Florida might not need that rebar detail. Instead, a detail for hurricane-wind loading is actually recommended. We assign local and experienced team members, and allocate the time needed to understand design details. In instances where improvements can be made, we work together to recommend modifications or adjustments.
CHALLENGE	Communication	As an experienced CMAR, we recognize successful projects require a high level of integration between parties. This can be challenged by having distributed widespread teams of designers and consultants. There are instances when the lack of fact-to-face interaction can result in less efficiency or collaboration. We have found that co-locating key members of owner, design and construction teams on the project site and in the same facility greatly enhances the team dynamic and project success. We also have invested in platforms and systems that allow both in-person and remote collaboration for members of the team that are not able to co-locate on site.

**Effluent Turbidity Challenge (from Westside Regional WRF CMAR, Daytona Beach, Florida)**—One specific and impressive example of putting the plant needs and surrounding neighborhoods first is our complete plant bypass and connection to the UV System at Westside Regional WRF in Daytona Beach. Due to turbidity and permitting concerns for a tie-in entering the plants UV structure, PC Construction collaborated with the owner and engineer to provide an out of the box solution to keep the turbidity within the permitted limits and noise at a minimum due to surrounding neighbors.



Instead of using bypass pumping, PC provided two 42" line-stops with a 24" HDPE bypass to allow the flow to enter the UV Structure by gravity, alleviating the concerns with effluent turbidity. In addition, the remaining bypass pumps used in this scenario were upgraded to a silenced version.

This solution removed significant stress on the plant's existing infrastructure and provided a conservative and safe solution for plant staff. The added consideration for the surrounding neighbors, as this operation was 24 hours a day, makes this a great example of a solution to a complex issue that considers all aspects of potential concerns for our clients.

### Describe the firm's experience in expediting a project schedule and the anticipated opportunities to do so on this project.

The days of the contractor independently building a baseline schedule within the first 90 days of award and transferring those expectations to trade partners and vendors are long gone. At PC, we start scheduling when projects are advertised, and we do it more collaboratively than ever. This experience has enabled us to deliver nearly every project we undertake on time - and many ahead of schedule - by working in partnership the owner and engineer.

#### **Noman Cole PCP Example**

As one example, PC held Contract 2 of the Solids Processing Rehabilitation Program at the 68-mgd Noman Cole Jr. Pollution Control Plant (NCPCP) in Fairfax County, Virginia. A main portion of the \$17 million Contract 2 involved upgrading existing dissolved air flotation thickening (DAFT) for waste activated sludge thickening, installing a new polymer system for waste activated sludge thickening, and incorporating new scum collection systems on primary and secondary clarifiers to improve the collection of scum.

The DAFT rehabilitation portion of Contract 2 consisted of the complete rehabilitation of two treatment buildings on the NCPCP site. The two buildings, Q1 and Q2, house the DAFTs (two per building) and auxiliary support systems for the DAFTs such as pumping and compressed air, electrical systems, I&C systems and HVAC systems. The Notice to Proceed (NTP) for Contract 2 was July 10, 2017. The contractually specified duration to substantial completion was 915 days from NTP (January 10, 2020). The actual substantial completion date was October 18, 2019, which was 85 days early.

PC achieved early completion by forming a partnership between the owner and design engineer from the beginning of the project. We proposed an early completion goal for the team at the initial project chartering session. The contributing factor that made the 85-day reduction in construction time possible was the approval for PC to perform work on more than one DAFT unit at a time. During design, plant operations staff requested that the contractor only be allowed to work on a single DAFT unit at one time, thereby maintaining a total of three units available for service.

When the work on the first two DAFT units was completed in Q2, the new units demonstrated sufficient reliability and treatment plant operations staff were comfortable releasing the entire Q1 building and two existing DAFT units to the PC so we could rehabilitate the entire building at one time, resulting in significant time savings in construction. The key to the time savings was trust and communication among all parties to consider a contractor idea that ultimately benefited all parties.



Westside Regional WRF, Daytona Beach, FL

### **Westside Regional WRF Example**

On the Westside Regional WRF CMAR project in Daytona Beach (detailed in Section 4) PC was able to accelerate the start up and commissioning of new deep bed sand filters after a request from plant staff. Through collaboration, clear communication and increased effort, PC was able to meet that request and deliver an exceptional product several weeks early—increasing the City’s capacity during hurricane season.

The ability to accelerate the schedule has a foundation in clear and open communication with operations staff as well as a thorough and experienced commissioning process. One of the goals as a CMAR is schedule enhancement, with control of the project schedule and consistent dialogue about operational needs this construction schedule will target your needs, not just the listed milestones. Our goal in construction is to accelerate the schedule and create “float” or additional time for your critical milestones, which is shared with the owner and engineer. Creating float on the construction schedule and the milestones of the project will allow our team to adapt to changing priorities, add value via additional scope and put the plant in the best possible operational scenario as easy as possible.

For the Bunnell project, by utilizing the anticipated project schedule and milestones outlined in the RFQ as a starting point, we have put considerable thought into the schedule and developed a schedule and approach with the following top priorities:

- Deliver the project as fast as possible without incurring costs for acceleration.
- Utilize resource leveling concepts to avoid manpower spikes and provide cost benefits to the City.
- Build and commission the new processes with limited interference to ongoing plant operations.

We believe the Bunnell construction schedule is achievable (and can be accelerated, particularly in regard to the following opportunities):

### **Owner Direct Purchasing (ODP)**

By working closely with equipment vendors and careful procurement evaluation, our team will help the City manage the owner direct purchases (ODP) process early in the preconstruction phase. Our team has helped numerous firms navigate successful ODP for process equipment. This has resulted in savings returned to ratepayers from strategic, value-driven solutions. We have experience working with multiple state agencies including FDEP and maintaining compliance throughout the process. By leveraging our strong relationships with the vendors and suppliers we will be able to stay ahead of market conditions and manage the potential risk associated with supply chains.

### **Early works/Procurement Package GMP**

We will establish an early works package consisting of long-lead procurement material established around Florida’s Owner Direct Purchase Program, mobilization and establishment of our co-location trailer complex, site work, excavation, yard piping, site electrical, and modification to the existing utilities identified in our 30-day Operational Plan. Establishing an early works package will allow the team to start on the critical path scope items that are driven through the procurement process.



### **Precast**

Precast concrete wall installation for new structures provides a reduction of onsite manhours is a risk reduction for craft labor and safety. This fast track installation methods of precast walls significantly reduce the overall schedule of a project.

### **Self-perform Ability**

We will incorporate our combined self-perform and trade support, utilizing our ample local resources from PC Construction and Sawcross Contractors & Engineers.

### **Provide your firm's ideal scenario for maintaining open communication between the City, Project Engineer, and CMAR Contractor throughout preconstruction and construction activities.**

PC uses Procore, the industry-leading, cloud-based project management software for all project communications. This intuitive project management solution is built around collaboration and streamlining workflow. We share system access with all team members including the owner, design team and subcontractors, so data is maintained in real-time and information can be easily accessed, including submittals, requests for information (RFIs), transmittals, drawings and meeting minutes.

Procore can also streamline field operations. Using iPads or other mobile devices, field personnel can always access the latest drawings, mark-up drawings to facilitate punchlist and ensure accurate as-builts. Subcontractors can quickly and easily submit their daily manpower reports.

### **Also, describe the way in which your firm develops and maintains design and construction project schedules.**

As stated previously, we are confident that our vast local resources and our proposed approach to manage each structure as an individual project, will provide the most effective use of time and resources to complete the entire project as quickly and efficiently as possible. We have aligned our schedule to the resources needed to complete the scope of work efficiently. The project master schedule, combined with the GMP, is our basis of schedule management and tracking throughout the project. We will utilize multiple levels of schedules to drive project execution.

The first level—the initial milestone schedule—is in process and will be developed for the overall buildout once the project documents are received. It is the basis for collaborative workshops with all team members to align plant operations, design and construction activities.

Using our generated milestone schedule, we will then employ a collaborative approach to continue to develop and maintain comprehensive project structure schedules. We will continue to conduct workshops with our project managers, superintendents, estimators, procurement, schedulers and the design team to draw upon our collective treatment plant expertise to develop and maintain a comprehensive project schedule. During the process, we will continue to consider MOPO, site logistics, future expansion projects on-site, sequencing constraints, prioritization goals and alignment of resources to maximize efficiencies and allow for flexibility. This comprehensive project schedule will continuously be reviewed (and modified as needed) with City staff to ensure that we are aligned and coordinated with the goals of Bunnell.

In addition to the overall project schedule, we will produce a detailed six-week look-ahead schedule provided to the team at the weekly meetings. It is the detailed schedule showing work activities and areas that the construction team uses on a daily basis to track progress and coordinate logistics details.

Bar charts, logic diagrams, and tabular reports show time requirements, sequence, and manpower and cash requirements that will be in consideration when generating all schedules.

**Put together a preliminary project schedule for the proposed project work and provide value engineering ideas to reduce project cost while adding project value.**

PC Construction has created a preliminary project schedule using Primavera P6 software (*included on the following pages*). This schedule is condensed and will further be developed once the drawings are received. We have identified all preconstruction activities and milestones which are critical to completion of the project. We will continue to review and include innovative ideas to advance the schedule and reduce the cost risk for the project.



PC's attention to detail, hard work, knowledge, and spirit of cooperation made my inspections painless. The result is a completed project, working as designed, and obviously put together by an organization that cares. I do not offer praise often. Here, it is indeed warranted.

**Paul Thompson, P.E.**  
SRF Program Liaison, Florida Rural Water Association



Activity ID	Activity Description	Duration	Early Start	Early Finish	2023												2024												2025												2026											
					J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D
<b>17796 - Bunnell WWTF Expansion &amp; BNR Improvement</b>																																																				
<b>Milestones</b>																																																				
MI1000	Notice of Award	0	17-Mar-23*																																																	
MI1010	Contract Execution	0	14-Apr-23																																																	
MI1020	30% GMP -Early Work Package - Board Approval	0	26-Jul-23																																																	
MI1030	Notice to Proceed- Early Work Package GMP	0	31-Jul-23*																																																	
MI1040	Begin Construction- Early Work Package	0	07-Aug-23																																																	
MI1060	60% GMP - Board Approval	0	21-Nov-23																																																	
MI1050	Notice to Proceed- Construction	0	21-Nov-23*																																																	
MI9985	Substantial Completion	0	08-Oct-25																																																	
MI9999	Final Completion (660 Days from NTP)	0	05-Nov-25*																																																	
<b>Preconstruction</b>																																																				
<b>30-Day Work Plan</b>																																																				
<b>Partnering and Collaboration Workshops</b>																																																				
PR1000	30 Day Operational Review Workshops	20	17-Mar-23	13-Apr-23																																																
PR1010	Partnering and Collaboration Workshop	5	14-Apr-23	20-Apr-23																																																
PR1020	Permitting Workshop	5	21-Apr-23	27-Apr-23																																																
<b>Site Investigations</b>																																																				
PR1030	Investigation of Existing Conditions & Plant Needs	20	14-Apr-23	11-May-23																																																
PR1040	Equipment Checkout and Evaluation	20	12-May-23	09-Jun-23																																																
PR1050	Test Pitting	15	12-Jun-23	30-Jun-23																																																
PR1060	Verify Tie-In Locations	10	05-Jul-23	18-Jul-23																																																
<b>30% Design</b>																																																				
<b>VE, Constructability Workshop</b>																																																				
PR1070	30 % VE & Constructability Workshops	30	14-Apr-23	13-May-23																																																
PR1080	30% Drawings and Technical Specifications Received	40	14-Apr-23	09-Jun-23																																																
<b>30% Design Cost Estimate</b>																																																				
PR1090	***30% Design Cost Estimate***	30	12-Jun-23	25-Jul-23																																																
PR1100	Identify ODP Equipment & Material	3	13-Jun-23	15-Jun-23																																																
PR1110	ITB, RFQ, & Bid Packages for Major Vendors/Subs	10	16-Jun-23	29-Jun-23																																																
PR1120	Submit 30% Design Cost Estimate	10	29-Jun-23	14-Jul-23																																																
PR1130	Finalize Vendor/Subs Pricing	7	30-Jun-23	12-Jul-23																																																
PR1140	Preliminary Estimate Review Meeting	2	13-Jul-23	14-Jul-23																																																
<b>60% Design</b>																																																				
<b>VE, Constructability Workshop</b>																																																				
PR1150	60% VE & Constructability Workshops	30	26-Jul-23	24-Aug-23																																																
PR1160	60% Drawings and Technical Specifications Received	60	26-Jul-23	18-Oct-23																																																
<b>60% Design Cost Estimate</b>																																																				
PR1170	***60% Design Cost Estimate***	20	19-Oct-23	15-Nov-23																																																

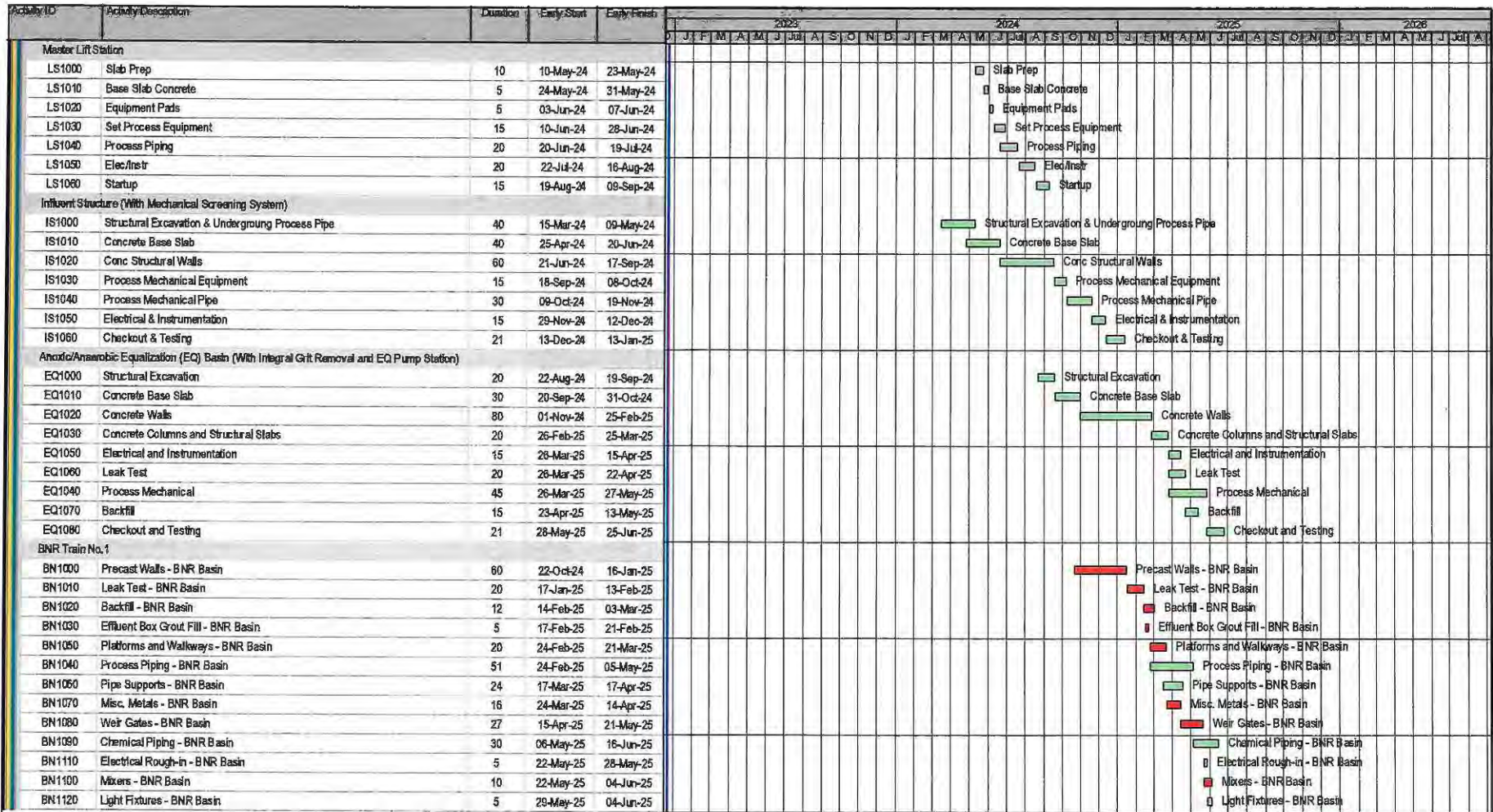
Start Date 17-Mar-23  
 Finish Date 05-Nov-25  
 Run Date 15-Feb-23





Level of Effort  
 Remaining Work  
 Critical Remaining Work  
 Milestone

17796 - Bunnell WWTF Expansion BNR Improvement








Start Date	17-Mar-23		Level of Effort
Finish Date	05-Nov-25		Remaining Work
Run Date	15-Feb-23		Critical Remaining Work
			Milestone

17796 - Bunnell WWTF Expansion BNR Improvement

Page 3 of 8

















TAB 6

# Quality Control, Sanctions and Adverse Litigation



# Quality Control, Sanctions and Adverse Litigation

Include a descriptive statement of the Proposer's quality control/quality assurance procedures, including the qualifications of the person(s) responsible for quality assurance. If subcontractors are involved, this statement will address the lead firm's procedures relative to the subcontractors.

At PC, we take great pride in putting high-quality work in place. Our goal is to produce an end product of top quality; one that exceeds our clients' expectations and is in compliance with the contract documents and requirements. We lead the industry in utilizing technology, including 3D laser scanning, to deliver high-quality products to owners across the state of Florida.

As your construction manager at-risk (CMAR), it will be PC's responsibility to ensure proper materials and equipment are used, competent workmanship provided, and all contractual requirements are met. We achieve our quality goals by implementing a formal quality control plan on every project. The plan begins with the identification of PC's quality manager for the project and defines the quality roles and responsibilities for the PC project team. For the Bunnell project, Senior Project Engineer Melissa Mendez (see sidebar) will be the quality manager with participation and support from PC's project team.

## Preconstruction Meetings

Every subcontractor is required to participate in a PC preconstruction meeting prior to mobilization. These meetings will be conducted with the subcontractor's management team to review contract documents and discuss details of how we plan to fulfill all quality requirements. The subcontractor will also identify a quality representative who will be directly supervising and responsible for the quality related to the scope of work.

## Submittal Process and Material Verification

The work begins with a detailed submittal process managed by our project team ensuring proper documentation on materials and equipment as well as the necessary approvals for use. During construction, each material delivery received on site will be checked for compliance with the contract documents and approved submittals. PC will provide special verification for high-risk or long-lead materials previously identified in the quality control plan as requiring additional compliance checks.

## Plan-Do-Check (PDC) Meetings

PC's strength is the ability to provide project teams and supervisors who offer comprehensive construction experience – not only inspection services. PDC meetings will be held for scopes of work identified in the quality control plan with three phases.

## QUALITY MANAGER WES BASHLOR

Wes will be responsible for the oversight of project quality control programs for the Bunnell project. He will act on the City's behalf to monitor, review and report field work conforms with specifications and PC Construction quality procedures. With 16 years of construction experience focused in the Southeast, Wes's tenure in the construction industry complements his thorough understanding of treatment processes and provides her with solid analytical skills to ensure quality is built into the project.





## Risk Management

PC has a clear understanding of the current plant characteristics and potential concerns for this project. Our team is already working on a mitigation plan for those specific issues while continuing to identify and document other risks in our risk register. The PC team will continue to refine this process in early preconstruction with the City and designer. The major potential risks and mitigations we have identified for this project are detailed below.

### RISK Safety during construction and operator safety with the new facility

An incident on site occurs that rises to the level of a recordable injury, draws public attention (negative publicity) and consumes City of Bunnell resources. **Mitigation:** Safety begins at design with a HAZOP workshop. PC develops a site safety plan and works closely with city staff and workers in the field.

### RISK Failing infrastructure

A major pipe failure causing leaking wastewater and/or creating a sinkhole. **Mitigation:** Utilize our local laydown yard stocked with pipe sleeve, pipe, fittings, valves, etc. for quick emergency action to take place from our local resources.

### RISK Costs associated with supporting and rerouting existing utilities due to inaccurate as-builts.

The treatment plant has moderate existing utilities information which may result in numerous existing utilities not identified. **Mitigation:** Develop an early potholing plan. Modify layout for limited impact on existing utilities.

### RISK Material escalation

Current market conditions are causing uncertainty in material pricing and availability. **Mitigation:** Design for materials and trades that produce less volatility. Allow for changes during construction to mitigate late arising issues. Procure major equipment components early.

### RISK Aging pump, motors and mixers

Pump, motors and mixers are at the end of their life expectancy, creating additional maintenance requirements. **Mitigation:** Assign the quality control manager to check the equipment and perform routine maintenance until the equipment is replaced. Set the plan early during the 30-day Operational Plan.

### RISK Scope addition by owner, post-GMP

Owner desire for changes post-GMP development. **Mitigation:** Workshop-based collaboration and chartering establishes communication plan to maximize input from all stakeholders in the design - no surprises post GMP. An owner's contingency is included in the GMP for scope addition.

### RISK Scope gap after GMP due to coordination in design or construction packages

After the project has progressed to GMP potential scope gaps may be found that would have to be fixed during construction. **Mitigation:** Perform detailed constructability reviews. Implement well-coordinated work packages and descoping during procurement to minimize/eliminate issues.

### RISK Facility is near flow capacity with process limitations

The WWTF experiencing peak flow during heavy rain events. **Mitigation:** Implement MOPO plans to ensure rated capacity is maintained. Increase equalization/storage options. Work closely with the city and design team to ensure the project expansion goal can be achieved through the design development.

### RISK Interruption of existing plant operations, traffic, odor, etc.

The work will affect active plant operations due to required bypassing to complete installation. **Mitigation:** Develop, review and update MOPO plan with plant operations/engineering staff. Ensure all scenarios are reviewed/discussed for accuracy. Maintain MOPO register throughout project duration.

### RISK Startup and commissioning of new facility

Not providing accurate information for startup and commissioning **Mitigation:** Utilize past experiences to ensure a smooth and successful startup achieved by the PC team. List the requirements such as flow rate, chemicals sludge processing, etc. And provide clear start up instructions.

Provide a summary of any and all litigation, claim(s) or contract dispute(s) filed by, or against, the Proposer in the past ten (10) years that are related to the services that Proposer provides in the regular course of business.

PC has occasionally been involved in claims and disputes typical in the construction industry. These are of the types and amounts consistent with the size of the company and the services provided in the ordinary course of business. Nearly all disputes that have arisen have been between PC and a subcontractor or vendor, and all such disputes have been resolved without any involvement by or impact on the Owner or its property. The requested list is included below.

Caption of Litigation or Arbitration	Date Litigation Started	Status of Case	Description
Welliver McGuire, Inc., AAA Reinforcing LLC, ZMK Construction, Inc. Alliance Masonry Corp., Rauilli & Sons, Inc. v. Travelers Casualty and Surety, Federal Insurance Co.; Civil Action No. 3:21-cv-428 (FJS/ML), U.S. District Court for the Northern District of NY	2021	Suit was against PC's sureties, but PC defended and indemnified its sureties. PC settled with all of the subcontractor claimants well in advance of trial. Case has been dismissed in its entirety. No involvement by or risk to Owner.	Five PC Subcontractors made a claim against PC's performance bond surety related to a multi-prime project. PC asserted counterclaims against multiple subcontractors and has reached full settlement and dismissal with all subcontractors.
High Valley Designs LTD v PC Construction Company dba PCEO in NY, Travelers Casualty and Surety Company of America and Federal Insurance Company; Index No. 2021-50453, New York Supreme Court, County of Dutchess	2021	Arbitration.	Lawsuit by subcontractor PC terminated for default, transferred to arbitration per subcontract provisions. Claimant currently seeks approximately \$250,000; PC has a counterclaim exceeding this amount.
Vermont Mutual Insurance Co a/s/o The Village Townhomes at Spruce Peaks Owners Assoc. Inc., a Vermont Corporation v. PC Construction Company, a Vermont Corporation, Alpine Sprinkler Inc., a Vermont Corporation, and Zehren and Associates, Inc. a Foreign Corporation	2020	Settled for \$7,000 contribution by PC.	A Homeowners Association (HOA) brought suit against PC, its subcontractor and sprinkler designer related to a sprinkler line that froze, cracked and caused water damage.
Vasti Glass and Steel, Corp. a Florida corporation v. PCEO, Inc. a VT Corporation dba PC Construction Company; Case No. 2020-006703-CA-01, Circuit Court of the 11th Judicial Circuit in and for Miami-Dade County, FL	2019	Dismissed for payment of \$10,000.	PC terminated the Sub for default.
PC Construction Company v. Lynchburg Steel & Specialty Company (Case N. 1:18-cv-654 (LOG/TCB))	2018	Judgment in favor of PC.	PC filed suit against Subcontractor for their failure to pay 2nd tier subcontractors and vendors.



TAB 7  
Safety Record



# Safety Record

Describe your firm's approach to safety and how your firm ensures a safe workplace at the construction site.

Safety is our number-one priority in project delivery. PC's safety performance metric for this project is to have zero safety injuries during construction. We will actively manage and measure performance against our goal through our industry leading safety process. Our commitment to safety is proven by millions of self-perform workhours and a 2022 experience modification rating (EMR) of 0.61, which is significantly better than the industry standard of 1.0.

Our teams understand that safety is more than a priority – it is an unchanging value that guides our actions and creates a safety culture that permeates everything we do. Our safety culture is what defines us and sets us apart. We engage every person at every level to be responsible for their personal safety and the safety of those around them. Everyone is authorized, and expected, to speak up when they encounter anything that is not in line with our safety standards. Our methodology of achieving safety excellence relies on a simple approach and message: "No One Gets Hurt."

## Preconstruction

Our approach to safety begins at the earliest stages where the entire project is analyzed for specific safety risks. Safety is addressed and planned into our schedule, logistics and subcontractor and material procurement.

**Site Safety Plan**—PC will develop a site-specific health and safety plan to identify risks and hazards associated with the work at the Bunnell site as well as corresponding mitigation plans. High-risk activities, safety training needs, emergency procedures and other project-specific requirements are included in the plan. Our plan will also include a site-specific safety orientation that will be used at the introductory meeting with every worker and person coming to the project site.

## Construction

We believe all injuries are preventable by good decision-making, working safely and maintaining focus on the task at hand. Our teams have an unwavering commitment to safety, and we continuously challenge ourselves to refine our program and raise our performance goals.

**Safe Start for Workers**—Prior to work on the Bunnell site, PC's project team meets with each and every person (PC, subcontractor, vendor, inspector) for a site-specific safety orientation to review safety expectations, responsibilities, owner- and site-specific requirements, personal protective equipment (PPE) requirements and many other procedures. This crucial meeting sets the stage for collaboration between all team members to prevent safety incidents.



Once construction begins, PC hosts mandatory safety briefings every morning along with weekly toolbox talks.

Provide a brief summary of the firm's standard safety plan and enforcement methods. Describe how the firm handles site visits from outside vendors and engineers. Provide a list of OSHA citations levied during the past five (5) years. Describe the infractions and indicate whether there was a warning or fine imposed and the dollar amount of each. Include details from your organization's OSHA 300A log for the past five (5) years including number of lost workday cases, restricted workday cases, cases requiring medical attention, and number of fatalities.

**Visitor Protocols**

We take site security very seriously. Our commitment begins at the earliest stages of the preconstruction phase, when developing site logistics plans and evaluating the qualifications of potential subcontractors to determine the bidders list. We use the web-based CMiC program to effectively distribute project information, including site security requirements, to all subcontractors and vendors. If background checks will be required for this project, this is an ideal time in the CMAR process to certify or perform background checks from our acceptable subcontractor pool.

PC Construction is experienced managing subcontractors and vendors on sensitive construction sites across the country. We implement subcontractor and vendor on-site/off-site sign-in protocol on projects where personnel location status and control is important or sensitive. A database is developed for each project that includes all subcontractor or vendor personnel located on site. This database will include the project-specific training or certification requirements in checklist format. The information is accessible by mobile device, allowing our safety and field supervisory personnel to remotely check each individual's compliance status, and if and when they are on the Bunnell project site.

**OSHA Citations**

2022: None.

2021: None.

2020: None.

2019: Other-than-serious violation for a subcontractor's employee using a tool without a safety guard while cutting masonry stone. Violation was immediately corrected. \$3,500 penalty assessed. Other-than-serious violation for a subcontractor's failure to provide adequate dust control while cutting masonry stone. Violation was immediately corrected. \$3,500 penalty assessed.

2018: None.

**OSHA 300A Log Details**

Data from PC's OSHA 300A Logs for the past five (5) years is included below.

	2022	2021	2020	2019	2018
Lost workday cases	0	1	2	2	3
Restricted workday cases	0	1	0	3	3
Cases requiring medical attention	5	3	3	4	14
Number of fatalities	0	0	0	0	0



TAB 8

# Proposer's Availability

## Proposer's Availability

Describe the Proposer's current workload and also provide the information in a tabular format. List the size of the projects, construction costs, client's name, scheduled substantial completion date of projects, and scheduled final completion date of the projects. The project with the nearest substantial completion date should be listed first, with other projects listed in order of substantial completion dates. Projects that have been awarded but are not yet under contract should appear at the end of the table.

As you will see in this submittal, we have capacity for the Bunnell WWTF Expansion. In fact, this project is an ideal transition for our experienced management team and craft crews as they near completion on the fourth and final contract with the City of Daytona Beach at its Ralph Brennan WTP. Many of the team members proposed for your project are local and have been stationed at PC's City of Daytona Beach projects for multiple assignments starting with the Westside Regional WRF CMAR Improvements in 2018.

*Our current Projects in Progress list is included on page 8-3 of this section.*

Discuss resources available to dedicate to this project and your approach to maintaining the project schedule.

### Dedication of the Team

The PC team does not subscribe to the practice plaguing Florida's water and wastewater market of over-committing resources and then feigning availability. Our team is upfront about our current commitments. For many months, we have known this project will require significant resources. We have strategically assembled our team and have made sincere commitments to reserve our top personnel for this project. All PC and Sawcross management and craft labor referenced in *Tab 3 - Qualifications and Experience of the Project Team* are 100% available and will be dedicated to this project. This means our team is ready to commence preconstruction efforts immediately upon award.

The project leaders and team members proposed for this project are not encumbered with managing multiple assignments and stand ready to immediately begin the preconstruction phase. The team presented in *Tab 3* will be committed for the duration of this project, because we know that a consistent team will be key to its speed and success.

### Ensuring Sufficient Resources to Meet Schedule

Shortage of skilled workforces will continue to be one of the largest challenges we face as owners and builders. One of our most effective strategies is to improve the efficiency of the labor resources available to the project, which we do through Lean building principles.

- We leverage our trade partners and vendors to build realistic baseline schedules and "batch" work efficiently for available crew sizes.
- We discuss and plan each trades scope of work, needs and expectations to eliminate waste and re-work.

Our scheduling approach to your project will be no different—your schedule will be a living, breathing tool with input of all key players that is updated on a weekly basis at a minimum. Three-week and 90-day look-ahead schedules are prepared with input from all trades. Utilizing Lean principles,

commitments to task start dates and durations are made by the respective trade partners which leads to true "TEAM" collaboration on the jobsite. Constraints to progress are identified early and through a collaborative effort their impact to the project are mitigated or entirely removed.

### **Strength in Self-Performance**

PC and Sawcross, with the help of our long-standing craft labor pool, has placed tens of millions of work hours over last decade – the majority on water and wastewater treatment plants. We can self-perform up to 75% of the construction planned for the Bunnell WWTF project (and is typical of our self-performance on many of our treatment plant projects).

Senior Superintendent John Yesalonia and many members of PC's self-perform team are approaching completion after six years of work on water and wastewater projects for the City of Daytona Beach. These crews will be available to begin construction as planned at the Bunnell WWTF in summer 2023.

PC's self-perform craft employees are among the best in the nation. Across our water/wastewater market our craft roster has an average of 10 years of service with PC. This is simply unheard of in the construction industry and translates into safety, production, efficiency and quality for your project.

Attach a letter of intent from a Surety indicating the Proposer's bondability for this project. The Surety shall acknowledge that the firm may be bonded for each phase of the project. The Surety must be licensed to do business in the State of Florida, and must have a Best Rating of "A" and a financial size of "V" or higher. *The letter of intent from our surety and a Certificate of Insurance stating required coverage is obtainable are both included at the end of this section.*

# Projects In Progress

Project/ Location	Project Size	Construction Costs (\$)	Client's Name	Scheduled Substantial Completion	Scheduled Final Completion
Mallard Creek Water Reclamation Facility and Lee S. Dukes Water Treatment Plant Standby Power and Electrical Improvements Charlotte   Huntersville, NC PC Project 16931	Electrical upgrades at two operating plants: 12 mgd Mallard and 18.3 mgd Dukes	15,900,000	Charlotte Water 5100 Brookshire Boulevard Charlotte, NC 28216 Mike Vaniska 704.336.1042 michael.vaniska@charlottenc.gov	12/2022	1/2023
Manchester Wastewater Treatment Facility Solids Train Upgrade Manchester, NH PC Project 17071	Operating 50 mgd WWTF upgrade	19,600,000	City of Manchester Department of Public Works 300 Winston Street Manchester, NH 03103 Frederick J. McNeill, PE 603.235.6626 FMcNeill@ManchesterNH.gov	12/2023	1/2023
Ralph Brennan Water Treatment Plant Gravity Filter Upgrade Daytona Beach, FL PC Project 16766	Operating WWTF expansion to 24 mgd	4,900,000	City of Daytona Beach, FL City Hall, 301 S. Ridgewood Avenue Daytona Beach, FL 32114 Eric Smith 386.671.8829 smitheric@codb.us	12/2023	1/2023
Killian Creek Wastewater Treatment Plant Phase 3 Upgrades Stanley, NC PC Project 16823	Operating WWTF expansion to 6.6 mgd	31,800,000	Lincoln County 115 West Main Street Lincolnton, NC 28092 Chuck King 704.479.2065 cking@lincolncounty.org	3/2023	4/2023
Stuart Water Treatment Plant Reverse Osmosis (RO) Facility Stuart, FL PC Project 17252	New 6 mgd RO WTP	16,700,000	City of Stuart, FL 121 SW Flagler Ave. Stuart, FL 34994 Tim Voelker 772.288.5332 tvoelker@ci.stuart.fl.us	9/2023	11/2023
Intrenchment Creek WRC Decommissioning and South River WRC Primary Clarifiers Atlanta, GA PC Project 16813	Operating 35 mgd WWTF upgrade	54,000,000	City of Atlanta, GA 55 Trinity Avenue, SW, Suite 1900 Atlanta, GA 30303 Ade Abon 404.546.0311 aabon@atlantaga.gov	10/2023	2/2024
WSSC Piscataway Water Resource Recovery Facility Bioenergy Project Accokeek, MD PC Project 16906	Operating 31 mgd WWTF biosolids upgrade	271,800,000	Washington Suburban Sanitary Commission 14501 Sweitzer Lane Laurel, MD 20707 Theon Grojean 301.206.8501 theon.grojean@wsscwater.com	6/2024	7/2024
Henry Fork Wastewater Treatment Facility Solids Handling Facilities Upgrade Hickory, NC PC Project 17176	Operating 9-mgd plant biosolids upgrade	35,000,000	City of Hickory, NC 4014 River Road Hickory, NC 28602 Drew Foy 828.323.7427 afoy@hickorync.gov	5/2024	9/2024
WTP No.2 Treatment and Disposal Improvements Design Package 1,3 and 4 Lake Worth, FL PC Project 17267	Operating 15-mgd WTP upgrade	26,700,000	Palm Beach County Water Utilities Department 8100 Forest Hill Boulevard West Palm Beach, FL 33413 Nicole Gumbs, PE 561.493.6103 ngumbs@pbwater.com	8/2024	10/2024



February 9, 2023

City of Bunnell  
604 East Moody Boulevard, Suite 6  
Bunnell, FL 32110

RE: PC Construction Company  
193 Tilley Drive, South Burlington, Vermont 05403

Project: CMAR RFQ No. 2023-01  
Bunnell WWTF Expansion and BNR Improvements

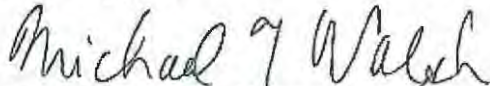
To whom it may concern:

We are pleased to confirm that Travelers Casualty and Surety Company of America (AM Best A++, XV), and its corporate antecedents, have acted as surety for PC Construction Company for over 25 years. Travelers is lead surety in a co-surety arrangement with Federal Insurance Company (AM Best A++, XV). Individual project performance and payment bonding capacity exceeds \$150 million; aggregate capacity exceeds \$700 million.

PC Construction has the ability to provide Performance and Payment Bonds for this project should they be selected. As is customary within the surety industry, the issuance of any bid or final bonds is always contingent upon a satisfactory underwriting review at the time a request for bonds is made. This review may include, but not be limited to, acceptable terms, conditions, documents, bond forms and confirmation of an acceptable financing source and payment provisions. It should be understood that any arrangement for surety bonds is a matter strictly between PC Construction and their sureties.

PC Construction Company is one of our finest insurance and surety clients. We are pleased to recommend them as experienced, performance-oriented design-builders, construction managers and general contractors. Please let us know if you would like additional information concerning any aspect of PC's surety bonding program.

Very truly yours,

  
Michael T. Walsh, Attorney-in-fact

PO Box 2127, 620 Hinesburg Road / South Burlington, VT 05407 / (802) 658-1100 / NFP.com

*For informational purposes only. This document does not amend, extend, or alter coverage. Please refer to any actual policy(s) for specific terms, conditions, limitations, and exclusions. P&C Insurance Services provided through NFP Property & Casualty Services, Inc. Doing business in California as NFP Property & Casualty Insurance Services, Inc. (License # OF15716). L&A Insurance Services provided through NFP Corporate Services (NY), LLC. Doing business in California as NFP Corporate Insurance Services, LLC (License # OFA1161). Both entities are subsidiaries of NFP Corp. (NFP).*







TAB 9

# Existing Relationships

# Existing Relationships

Identify any existing relationships that might affect either positively or negatively, the Proposer's ability to perform the services requested.

Our extensive experience in Florida provides our team several benefits including excellent relationships with the subcontractor community, local authorities having jurisdiction and other stakeholders. Our established subcontractor relationships will help provide preferred pricing, supervisory personnel, work crews and other aspects that are important to cost-effective, safe and quality projects.

PC has no existing relationships that would negatively affect our ability to complete the Bunnell WWTF Expansion and BNR Improvements project successfully.



At Sawcross, we are very selective with the partners in which we choose to do business with. We want partners who share in our core values and ultimately the treatment of our clients. We are confident that PC will be assembling a team comprised of the best-in-class talent, ingenuity, and determination to deliver on a promise to the Bunnell community. PC has already demonstrated this with our work together on the Daytona Beach Westside Biosolids project and we are proud to continue our relationship with PC by placing our people, our name, and our reputation on a project for the community of Bunnell.

**Mark E. Hickinbotham, P.E.**  
President, Sawcross Contractors & Engineers





TAB 10

# Reference Letters



## City of Daytona Beach UTILITIES DEPARTMENT

125 Basin Street, Suite 100  
Daytona Beach, Florida 32114  
(386) 671 8800

May 13, 2022

**Re: Letter of Recommendation – PC Construction**

To Whom it May Concern,

PC Construction (PC) has been working with the City of Daytona Beach (City) since 2018 on a variety of projects. While PC was unknown to the City prior to 2018, through their skill, knowledge, and dedication, they have become a preferred contractor for the City. Below are a few highlights of projects that PC has performed/is performing for the City over the past 5 years:

- Westside Regional WRF Improvements Project – \$40M Construction Manager at Risk (CMAR)
- Brennan WTP Filter Upgrades Project - \$6.6M Progressive Design Build
- Westside Regional WRF Biosolids Dewatering Project - \$3.8M Design-Bid-Build
- Westside Regional Emergency Pipe Repair - \$0.2M Emergency Authorization

While the size and scope of their projects have varied widely, PC's attention to detail and commitment to delivering high quality projects has not. Not only has PC completed these projects on-time and within the budget (aside from owner-directed change orders), but there are additional areas that PC has really excelled in that should be noted:

- Commitment – PC is highly committed to being available to City staff, spending time with operations and maintenance staff to ensure they are involved in every step of the project. They have taken the time to become intimately familiar with the facilities they work on to ensure plant operations are maintained at all times.
- Collaboration – PC has proven to be a great team player and collaborator. They have come alongside whatever Engineering firm the City has hired and worked seamlessly with them and City staff to ensure the City is getting the best product possible. On the CMAR project noted above, PC worked with the City to develop ideas to spend nearly \$2.4M in Owners Contingency. Over 100 individual contingency use items were identified and executed that truly enhanced the end product.
- Innovation – From the use of 3D scanning and aerial photography for construction records, innovation is something that PC has brought to the City. Additionally, they have been instrumental in helping the City value engineer items or identify innovative ways to reduce overall construction costs.
- Start Up & Commissioning- At Westside WRF our CMAR upgrade featured process upgrades to the existing 5 Stage Bardolph Process as well as other major process upgrades. PC was able to incorporate changes to the process control strategy from the plant staff ahead of the construction schedule even after completion of design. The collaboration with plant and engineering staff

combined with an intimate understanding the wastewater process made for a well-planned and successful startup and commissioning process.

Based on our experience with PC, and the consistent and exceptional services they have provided to the City, we have confidence that they will bring the same level of service and quality to any project they work on. Please feel free to contact me should you have any questions or want additional information.

Sincerely,

A handwritten signature in black ink, appearing to read 'Eric A. Smith', with a stylized flourish at the end.

Eric A. Smith, P.E.  
Deputy Utilities Director  
Office: 386-671-8829  
Cell: 321-698-2440  
Email: [smitheric@codb.us](mailto:smitheric@codb.us)



# City of PALM COAST

Utility Department

2 Utility Drive  
Palm Coast, FL 32137  
386-986-2360

June 12, 2020

To whom it may benefit,

Project Description: 2-mgd wastewater treatment plant is located on a 15-acre greenfield site and consists of a new membrane bioreactor treatment facility with added reclaimed water storage capacity. Numerous technological advances were incorporated into the design to allow production of treated water suitable for reuse, reducing the use of potable water for irrigation. Construction included headworks with screening, grit removal, and odor control facilities; MBR process tanks and treatment, aeration blowers, chlorine contact tanks, sewage and reclaimed water pumping facilities; 2-mg reclaimed water storage tank and 2-mg storage reject percolation pond; and sludge holding tanks, sludge dewatering facilities, chemical storage and feeders.

Contract Duration: 4/2016 thru 2/2018

Project Value: \$17,500,000

Overall Owner Satisfaction: We at the City of Palm Coast were blessed to have an excellent design team(CPH Engineers) as well as an extremely knowledgeable, reasonable and ethical contractor(PC Construction) work with us to build our second city wastewater facility. It was our first project with PC Construction and we were highly impressed with the talented team they brought to Palm Coast to work on our project. They did much of the project themselves and what they sub-contracted out they controlled well. We would love to have them back to work here again.

If you have additional questions, please feel free to contact me, Stephen Flanagan, City of Palm Coast Utility Director at (386) 986-2354 or [sflanagan@palmcoastgov.com](mailto:sflanagan@palmcoastgov.com)

Sincerely,

*Stephen Flanagan*

Stephen Flanagan





# City of Eustis

Public Utilities Department • P.O. Drawer 68 • Eustis, FL 32727-0068

September 2, 2020

To Whom it May Concern,

On behalf of the City of Eustis, Public Works Department, Eustis, Florida I am pleased to provide a letter of recommendation for Sawcross Incorporated.

Sawcross Incorporated was the general contractor for the \$7,501,069 Eustis Eastern Expansion project for the City of Eustis, Public Works Department. Sawcross fulfilled their duties as general contractor to the satisfaction of all parties. The project commenced on 03.17.17 and was completed within schedule on 07.01.18, and on budget as set forth in the contract agreement.

The project included the construction of a 1.0-MGD expansion to the existing 0.3-MGD Eastern Wastewater Treatment Plant. The project includes a 1.0-MGD parallel train including a Screening Structure, Master Submersible Influent Pump Station with two 1500 gpm submersible pumps, MLE Process Basins, two Clarifiers, Filters, Chlorine Contact Chamber, Effluent Transfer Pump Station with two 1500 gpm vertical turbine reclaim water pumps, three (3) 6" return activated sludge pumps, Hypochlorite System, Blower/Electrical Building, and associated piping, site work, paving, grading, equipment, variable speed drives, electrical, an emergency power generator with fuel storage tank, instrumentation and controls (I&C) including instruments and SCADA, and miscellaneous appurtenances necessary for system operation,

The on-site personnel of Sawcross did a great job in keeping change orders to a minimum and helping the city to achieve federal regulatory funding goals throughout construction. The project workmanship was excellent, communication was upfront and forthright, and all issues addressed in a prompt manner.

In summary, the City of Eustis, Public Works Department would recommend the services of Sawcross Incorporated to others and would not hesitate to use Sawcross Incorporated in the future.

Sincerely,

Rick Gierok, P.E. – Director of Public Works

## TAB 11

# Required Forms

- Proposer's Certification
- Qualification Form for the City of Bunnell
- Hold Harmless Agreement
- Drug Free Workplace Program Certification
- Public Entity Crimes Statement
- Conflict of Interest Disclosure Form
- Vendor Certification Regarding Scrutinized Companies' Lists
- Proposer's Qualification Form
- Declaration Statement
- Non-Collusion Affidavit of the Prime Qualifier
- Acknowledgments
- Compliance with Public Records Law
- Subconsultant Listing
- W-9 Form - Request for Taxpayer Identification Number and Certification
- Funding Compliance Statement and Certification
- FDEP SRF - Supplementary Conditions (Construction)
- FDEP SRF - Supplementary Conditions (Equipment/ Materials)
- Florida General Contractor's License



**FORM 2**

**PROPOSER'S CERTIFICATION**

Submit To: <b>City of Bunnell</b>		<b>CITY OF BUNNELL</b>											
<b>604 East Moody Blvd. Bunnell, FL 32110 386-437-7500</b>		<b>REQUEST FOR QUALIFICATION (RFQ) CERTIFICATION AND ADDENDA ACKNOWLEDGMENT</b>											
<b>DUE DATE:</b> February 24, 2023	<b>DUE TIME:</b> 10am	<b>RFQ No. 2023-01</b>											
<b>TITLE: CMAR Services – Bunnell WWTF Expansion and BNR Improvements</b>													
<b>FIRM NAME:</b> PC Construction Company, dba PCEO, Inc. in Florida		<b>PHONE NUMBER:</b> 904.477.3135											
<b>FIRM MAILING ADDRESS:</b> 224 Datura Street, Suite 1315		<b>FAX NUMBER:</b> 802.419.4857											
<b>CITY/STATE/ZIP:</b> West Palm Beach, FL 33401		<b>E-MAIL ADDRESS:</b> clayman@pcconstruction.com											
<p>"I, the undersigned, certify that I have reviewed the addenda listed below (list all addenda received to date). I understand that timely commencement will be considered in award of this RFQ and that cancellation of award will be considered if commencement time is not met, and that untimely commencement may be cause for termination of contract. I further certify that the services will meet or exceed the RFQ requirements. I, the undersigned, declare that I have carefully examined the RFQ, specifications, terms and conditions as applicable for this Request, and that I am thoroughly familiar with all provisions and the quality and type of coverage and services specified. I further declare that I have not divulged, discussed, or compared this RFQ with any other Offeror and have not colluded with any Offerors or parties to an RFQ whatsoever for any fraudulent purpose."</p> <p>January 24, 2023</p> <table><tr><td>_____</td><td>_____</td><td>_____</td><td>_____</td><td>_____</td></tr><tr><td>Addendum #1</td><td>Addendum #</td><td>Addendum #</td><td>Addendum #</td><td>Addendum #</td></tr></table>				_____	_____	_____	_____	_____	Addendum #1	Addendum #	Addendum #	Addendum #	Addendum #
_____	_____	_____	_____	_____									
Addendum #1	Addendum #	Addendum #	Addendum #	Addendum #									
The CMAR RFQ Proposer shall check off each of the following items as the necessary action is completed:													
<input checked="" type="checkbox"/> All applicable forms have been signed and included													
<input checked="" type="checkbox"/> All information as Requested in the CMAR RFQ document is included herein.													
<input checked="" type="checkbox"/> The mailing envelope has been addressed properly and includes the correct RFQ No., Project Title, etc.													
<p>"I certify that this quote is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting an RFQ for the same material, supplies, equipment, or services and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this RFQ and certify that I am authorized to sign this response and that the offer is in compliance with all requirements of the RFQ, including but not limited to certification requirements. In conducting offers with an agency for the City of Bunnell, Respondent agrees that if this RFQ is accepted, the Respondent will convey, sell, assign, or transfer to the City of Bunnell all rights, title and interest in and to all causes of action it may now or hereafter acquire under the anti-trust laws of the United States for price fixing relating to the particular commodities or services purchased or acquired by the City. At the City's discretion, such assignment shall be made and become effective at the time the purchasing agency renders final payment to the Respondent."</p>													
_____ Chester J. Layman Authorized Agent's Name (Print)		 Authorized Agent's Signature	February 21, 2023 Date										
_____ Vice President Authorized Agent's Title (Print)													

***This document must be completed and returned with your Submittal***

**FORM 3**

**QUALIFICATIONS FORM FOR THE CITY OF BUNNELL**



Name of Firm Submitting Qualifications PC Construction Company, dba PCEO, Inc. in Florida

Name of Person Submitting Qualifications Chester J. Layman, Vice President

**PROPOSER ACKNOWLEDGMENT**

"The undersigned hereby declares that he/she has informed himself/herself fully regarding all conditions to the work to be done, and that he/she has examined the Bunnell CMAR RFQ document for the work and comments hereto attached. The Firm proposes and agrees, if this submission is accepted, to contract with the City of Bunnell to provide the CMAR services outlined and furnish all necessary materials, equipment, labor and services necessary to complete the work covered by the CMAR RFQ and proposed Contract Documents for the Project. The Firm agrees to conduct the proposed Task Order No. 1 and No. 2 work for the agreed upon price, once negotiated with the Owner, and complete all of the work within the negotiated timeframe.

  
Signature

February 21, 2023  
Date

No. 2023-01  
RFQ Number

[  ] Check if exception(s) or deviation(s) to the CMAR RFQ Document. Attach separate sheet(s) detailing reason and type for the exception or deviation.

***This document must be completed and returned with your Submittal***

**FORM 4**

**HOLD HARMLESS AGREEMENT**

The Firm agrees to hold the City of Bunnell harmless against all claims for bodily injury, sickness, disease, death or personal injury or damage to property or loss of use of property arising out of or resulting, in whole or in part, from a negligent act or omission or willful misconduct of consultant or its employees, subcontractors, agents or representatives.


The Firm shall purchase and maintain workers' compensation insurance for all workers' compensation insurance and employers' liability in accordance with Florida Statute Chapter 440.

The Firm shall also purchase any other coverage required by law for the benefit of employees.

Required insurance shall be documented in Certificates of Insurance and shall be provided to the City representative requesting the service.

By signature upon this form the Firm stipulates that he/she agrees to the Hold Harmless Agreement, and to abide by all insurance requirements.

PC Construction Company, dba PCEO, Inc. in Florida  
**Firm – Print Name**

  
**Firm – Authorized Signature**

Bunnell WWTF Expansion and BNR Improvements  
**Project Name**

February 21, 2023  
**Date**

**The effective date of this Hold Harmless Agreement shall be for the duration of this project.**

***This document must be completed and returned with your Submittal***

**FORM 5**

**DRUG FREE WORKPLACE PROGRAM CERTIFICATION**

I, the undersigned, in accordance with Florida Statute 287.087, hereby certify that,

PC Construction Company, dba PCEO, Inc. in Florida  
(Print or type name of Firm)

- Publishes a written statement notifying that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace named above and specifying actions that will be taken against violations of such prohibition.
- Informs employees about the dangers of drug abuse in the workplace, the firm's policy of maintaining a drug free working environment, and available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug use violations.
- Gives each employee engaged in providing commodities or contractual services that are under RFQ or bid, a copy of the statement specified above.
- Notifies the employees that as a condition of working on the commodities or contractual services that are under RFQ or bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, please or guilty or nolo contendere to, any violation of Chapter 1893, or of any controlled substance law of the State of Florida or the United States, for a violation occurring in the work place, no later than five (5) days after such conviction, and requires employees to sign copies of such written (\*) statement to acknowledge their receipt.
- Imposes a sanction on, or requires the satisfactory participation in, a drug abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.
- Makes a good faith effort to continue to maintain a drug free workplace through the implementation of the drug free workplace program.
- "As a person authorized to sign this statement, I certify that the above-named business, firm or corporation complies fully with the requirements set forth herein".

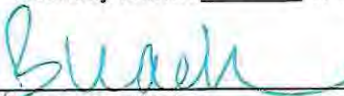
  
 \_\_\_\_\_  
 Authorized Signature  
 February 21, 2023  
 \_\_\_\_\_  
 Date Signed

State of: Vermont

County of: Chittenden

Sworn to and subscribed before me this 21st day of February, 20 23

Personally known X or Produced Identification \_\_\_\_\_  
(Specify Type of Identification)

  
 \_\_\_\_\_  
 Signature of Notary

My Commission Expires January 31, 2025



***This document must be completed and returned with your Submittal***

**FORM 6**

**SWORN STATEMENT TO SECTION 287.133(3)(a),  
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES FORM**

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

I. This sworn statement is submitted to City of Bunnell

By Chester J. Layman, Vice President  
{print individual's name and title}

for PC Construction Company, dba PCEO, Inc. in Florida  
{print name of entity submitting sworn statement}

whose business address is 224 Datura Street, Suite 1315, West Palm Beach, FL 33401

and (if applicable) its Federal Employer Identification Number (FEIN) is 03-0259783 (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: N/A.)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), **Florida Statutes**, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), **Florida Statutes**, means a finding of guilt or a conviction of a public entity crime, with or without adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), **Florida Statutes**, means:
  - a. A predecessor or successor of a person convicted of a public entity crime; or
  - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
  - c. I understand that a "person" as defined in Paragraph 287.133(1)(e), **Florida Statutes**, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.



**FORM 7**

**CONFLICT OF INTEREST DISCLOSURE FORM**

I HEREBY CERTIFY that

1. I (*printed name*) Chester J. Layman am the

(*title*) Vice President and the duly authorized representative of the firm of (*Firm Name*) PC Construction Company, dba PCEO, Inc. in Florida whose address

is 224 Datura Street, Suite 1315, West Palm Beach, FL 33401,

and that I possess the legal authority to make this affidavit on behalf of myself and the firm for which I am acting; and,

- 2. Except as listed below, no employee, officer, or agent of the firm have any conflicts of interest, real or apparent, due to ownership, other clients, contracts, or interests associated with this project; and,
- 3. This bid qualification is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid qualification for the same services and is in all respects fair and without collusion or fraud.

EXCEPTIONS (List)

Signature: 

Printed Name: Chester J. Layman, Vice President

Firm Name: PC Construction Company, dba PCEO, Inc. in Florida

Date: February 21, 2023

State of Vermont

County of Chittenden

Sworn to and subscribed before me this 21st day of February 2023

Personally Known  X  
OR Produced Identification \_\_\_\_\_, Type of Identification \_\_\_\_\_

My Commission Expires January 31, 2025

 Betsey Leach  
(Printed, typed, or stamped commissioned name of notary)



***This document must be completed and returned with your Submittal***

**FORM 8**

**VENDOR CERTIFICATION REGARDING SCRUTINIZED COMPANIES' LISTS  
PURSUANT TO FLORIDA STATUTES, SECTION 187.135**

Respondent Vendor Name: PC Construction Company, dba PCEO, Inc. in Florida

Name of Company: PC Construction Company

FEIN: 03-0259783

Authorized Representative's Name and Title: Chester J. Layman, Vice President

Address: 224 Datura Street, Suite 1315, West Palm Beach, FL 33401

Phone Number: 802.651.1379 Email Address: clayman@pccconstruction.com

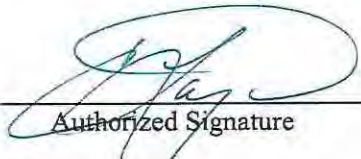
Florida Statutes, Sections 287.135, , prohibits Florida municipalities from contracting with companies, for goods or services over \$1,000,000, that are on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List engaged in any Business operations with Cuba or Syria, or which are on the list of Scrutinized Companies that Boycott Israel.

The list of "Scrutinized Companies" is created pursuant to Florida Statutes, Section 215.473. A copy of the current list of "Scrutinized Companies" can be found at the following link:

<https://www.sbafla.com/fsb/FundsWeManage/FRSPensionPlan/GlobalGovernanceMandates/QuarterlyReports.aspx>

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

I understand and agree that the City may immediately terminate any contract resulting from this solicitation if the company referenced above is found to have submitted a false certification related to the Scrutinized Companies that Boycott Israel List, engaging in a boycott of Israel, the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or engaging in business operations in Cuba or Syria.

Certified By:   
Authorized Signature

Print Name: Chester J. Layman

Print Title: Vice President

***This document must be completed and returned with your Submittal***



**FORM 9**

**PROPOSER'S QUALIFICATION FORM**

**LIST MAJOR WORK PRESENTLY UNDER CONTRACT:**

<u>% Completed</u>	<u>Project</u>	<u>Contract</u>	<u>Amount</u>
	Please see 'Projects in Progress' on the following page.		\$ _____
			\$ _____
			\$ _____

**LIST CURRENT PROJECTS FOR WHICH YOU ARE THE CANDIDATE FOR AWARD:**

N/A  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**OTHER INFORMATION ABOUT PROJECTS:**

N/A  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Has the Proposer, at any time, failed to complete a contract?

Yes     No

**STATEMENT OF LITIGATION:**

Are there any judgments, claims or suits pending or outstanding by or against you?

Yes     No

Attach detailed explanation as required as part of the RFQ Submittal.

**CONTRACT VALUES:**

List total value of contracts for work completed on similar projects in the past five (5) years, whether as an individual firm or as part of a joint venture. **Values must be listed individually by contract or project and then summarized as a total dollar amount.**

\$ \$1.28 billion (Please see 'Projects Recently Completed' on following pages.)    **Total Value for PAST completed and similar project**

\$ \_\_\_\_\_    **Total Value for PAST completed and similar project**

Attach additional page if necessary.

AS OF FEBRUARY 2023

# Projects In Progress

Project/ Location	Percent Complete	Contract Amount (\$)	Client's Name	Scheduled Final Completion
Mallard Creek Water Reclamation Facility and Lee S. Dukes Water Treatment Plant Standby Power and Electrical Improvements Charlotte   Huntersville, NC PC Project 16931	95%	15,900,000	Charlotte Water 5100 Brookshire Boulevard Charlotte, NC 28216 Mike Vaniska 704.336.1042 michael.vaniska@charlottenc.gov	3/2023
Manchester Wastewater Treatment Facility Solids Train Upgrade Manchester, NH PC Project 17071	85%	19,600,000	City of Manchester Department of Public Works 300 Winston Street Manchester, NH 03103 Frederick J. McNeill, PE 603.235.6626 FMcNeill@ManchesterNH.gov	3/2023
Killian Creek Wastewater Treatment Plant Phase 3 Upgrades Stanley, NC PC Project 16823	75%	31,800,000	Lincoln County 115 West Main Street Lincolnton, NC 28092 Chuck King 704.479.2065 cking@lincolncounty.org	4/2023
Ralph Brennan Water Treatment Plant Gravity Filter Upgrade Daytona Beach, FL PC Project 16766	90%	4,900,000	City of Daytona Beach, FL City Hall, 301 S. Ridgewood Avenue Daytona Beach, FL 32114 Eric Smith 386.671.8829 smitheric@codb.us	6/2023
Stuart Water Treatment Plant Reverse Osmosis (RO) Facility Stuart, FL PC Project 17252	25%	16,700,000	City of Stuart, FL 121 SW Flagler Ave. Stuart, FL 34994 Tim Voelker 772.288.5332 tvoelker@ci.stuart.fl.us	11/2023
Intranchment Creek WRC Decommissioning and South River WRC Primary Clarifiers Atlanta, GA PC Project 16813	50%	54,000,000	City of Atlanta, GA 55 Trinity Avenue, SW, Suite 1900 Atlanta, GA 30303 Ade Abon 404.546.0311 aabon@atlantaga.gov	2/2024
WSSC Piscataway Water Resource Recovery Facility Bioenergy Project Accokeek, MD PC Project 16906	70%	271,800,000	Washington Suburban Sanitary Commission 14501 Sweitzer Lane Laurel, MD 20707 Theon Grojean 301.206.8501 theon.grojean@wsscwater.com	7/2024
Henry Fork Wastewater Treatment Facility Solids Handling Facilities Upgrade Hickory, NC PC Project 17176	5%	35,000,000	City of Hickory, NC 4014 River Road Hickory, NC 28602 Drew Foy 828.323.7427 afoy@hickorync.gov	9/2024
WTP No.2 Treatment and Disposal Improvements Design Package 1,3 and 4 Lake Worth, FL PC Project 17267	5%	26,700,000	Palm Beach County Water Utilities Department 8100 Forest Hill Boulevard West Palm Beach, FL 33413 Nicole Gumbs, PE 561.493.6103 ngumbs@pbwater.com	10/2024

## Projects Recently Completed

Project/ Location	Architect/ Engineer	Owner	Amount	Date Complete
Westside Regional Water Reclamation Facility Biosolids Dewatering System Improvements Daytona Beach, FL PC Project 16860	Carollo Engineers 200 Robinson Street, Suite 1400 Orlando, FL 32801 Sudhan Paranjape 407.478.4642 sparanjape@carollo.com	City of Daytona Beach, FL City Hall, 301 S. Ridgewood Avenue Daytona Beach, FL 32114 Eric Smith 386.671.8829 smitheric@codb.us	3,800,000 Design-Bid-Build	06/2022
Richland Creek Water Supply Program Dallas, GA PC Project 14144	Arcadis 2839 Paces Ferry Road, Suite 900 Atlanta, GA 30339 John Dean 770.384.6521 John.Dean@arcadis.com	Paulding County, GA / Water Department 3844 Atlanta Highway Hiram, GA 30141 Laurie Ashmore 770.222.6850 Laurie.Ashmore@paulding.gov Brown and Caldwell, Program Manager Kelly Comstock 770.394.2997 kcomstock@brwncald.com	93,300,000 CM at-Risk	03/2021
Lynchburg Wastewater Treatment Plant Combined Sewer Overflow Reduction Improvements Lynchburg, VA PC Project 15931	Greeley and Hansen 9020 Stony Point Parkway, Suite 475 Richmond, VA 23235 Kurt Stykemain, PE 804.310.8268 kstykeain@greeley-hansen.com	City of Lynchburg, VA Department of Water Resources 525 Taylor Street Lynchburg, VA 24501 Eric Schrader, PE 434.455.4089 eric.schrader@lynchburgva.gov	44,600,000 CM at-Risk	02/2021
Westside Regional Water Reclamation Facility Improvements Daytona Beach, FL PC Project 15443	Carollo Engineers 200 Robinson Street, Suite 1400 Orlando, FL 32801 Sudhan Paranjape 407.478.4642 sparanjape@carollo.com	City of Daytona Beach, FL City Hall, 301 S. Ridgewood Avenue Daytona Beach, FL 32114 Eric Smith 386.671.8829 smitheric@codb.us	39,900,000 CM at-Risk	02/2021
Atlanta Water Supply Program Atlanta, GA PC Project 14960	JP2 5887 Glenridge Drive, Suite 300 Atlanta, GA 30328 George Ajy 678.662.2982 george.ajy@r2linc.com	City of Atlanta, GA 55 Trinity Avenue, SW, Suite 1900 Atlanta, GA 30303 Ade Abon 404.546.0311 aabon@atlantaga.gov	321,300,000 CM at-Risk	12/2020
Binghamton-Johnson City Joint Sewage Treatment Plant BAF Restoration and Rehabilitation Vestal, NY PC Project 15063	GHD 1 Remington Park Drive Cazenovia, NY 13035 John LaGorga 315.655.8161 john.lagorga@ghd.com	City of Binghamton, NY 38 Hawley Street Binghamton, NY 13901 Ronald Lake 607.772.7118 rblake@cityofbinghamton.com	135,000,000 Design-Bid-Build	11/2020
Hanahan WTP Plate Settler Basins Phase 1 and Solids Handling Improvements Hanahan, SC PC Project 14749	Black & Veatch 550 King Street, Suite 400 Charleston, SC 29403 Jonathan Ladd 803.647.6841 ledjs@bv.com	Charleston Water System 103 St. Philip Street Charleston, SC 29403 Don Benjamin 843.727.6876 benjamind@charlestoncpw.com	41,400,000 CM at-Risk	09/2020
Blue Plains Advanced Wastewater Treatment Plant Wet Weather Treatment Facility Washington, DC PC Project 13991	CDM Smith 3201 Jermantown Road, Suite 400 Fairfax, VA 22030 David Schwartz 703.691.6462 schwartzdj@cdmsmith.com	DC Water 5000 Overlook Avenue, SW Washington, DC 20032 Aaron Montgomery 703.732.7350 aaron.montgomery@dcwater.com	213,700,000 Design-Build	04/2020
Noman Cole PCP Solids Processing Rehabilitation Phase II Lorton, VA PC Project 15369	CH2M Hill 8720 Stony Point Pkwy, Suite 110 Richmond, VA 23235 Dan Lynch 703.376.5000 dlynch@ch2m.com	County of Fairfax, Virginia 12000 Government Center Park Fairfax, VA 22035 Franklin Roberts 703.324.5111 franklin.roberts@fairfaxcounty.gov	18,400,000 Design-Bid-Build	02/2020

Project/ Location	Architect/ Engineer	Owner	Amount	Date Complete
Cox Creek Water Reclamation Facility Non-ENR Miscellaneous Improvements Curtis Bay, MD PC Project 14727	GHD 16701 Melford Boulevard, Suite 330 Bowie, MD 20715 Gregory Jablonski 240.206.6823 gregory.jablonski@ghd.com	Anne Arundel County, MD 44 Calvert Street Annapolis, MD 21401 Richard Meehan 410.571.0092 rmeehan@aacounty.org	15,700,000 Design-Bid-Build	07/2019
Trap Rock Water Treatment Facility Leesburg, VA PC Project 12849	CDM Smith 3201 Jermanstown Road, Suite 400 Fairfax, VA 22030 Brandon Flint 703.517.1401 flintbt@cdmsmith.com	Loudoun Water 44865 Loudoun Water Way Ashburn, VA 20146 Nicolle Boulay 703.674.5763 nicolle.boulay@stantec.com	133,200,000 Design-Bid-Build	06/2019
Potomac River Intake and Pumping Station Leesburg, VA PC Project 14094	Arcadis 3101 Wilson Boulevard, Suite 550 Arlington, VA 22201 Christopher Waters 703.351.9100 chris.waters@arcadis-us.com	Loudoun Water 44865 Loudoun Water Way Ashburn, VA 20146 Nicolle Boulay 703.674.5763 nicolle.boulay@stantec.com	27,300,000 Design-Bid-Build	06/2019
Frederick Wastewater Treatment Plant Enhanced Nutrient Removal Upgrade Frederick, MD PC Project 14003	GHD 16701 Melford Boulevard, Suite 330 Bowie, MD 20715 Scott Crosswell 717.585.6416 scott.crosswell@ghd.com	City of Frederick, MD 101 North Court Street Frederick, MD 21701 Ron Wingfield 301.600.6202 rwingfield@cityoffrederick.com	44,000,000 Design-Bid-Build	03/2019
Brunswick Wastewater Treatment Facility Upgrade Phase 1 Brunswick, ME PC Project 14884	Wright-Pierce 99 Main Street Topsham, ME 04086 Edward Leonard 207.725.8721 ed.leonard@wright-pierce.com	Brunswick Sewer District 10 Pine Tree Road Brunswick, ME 04011 Robert Pontau 207.729.0148 x16 rpontau@brunswicksewer.org	18,000,000 CM at-Risk	03/2019
Cox Creek Water Reclamation Facility ENR Upgrade Phase II Curtis Bay, MD PC Project 12878	GHD 16701 Melford Boulevard, Suite 330 Bowie, MD 20715 Gregory Jablonski 240.206.6823 gregory.jablonski@ghd.com	Anne Arundel County, MD 44 Calvert Street Annapolis, MD 21401 Richard Meehan 410.571.0092 rmeehan@aacounty.com	86,400,000 Design-Bid-Build	02/2019
Neuse River Wastewater Treatment Plant Expansion Phase 4 Raleigh, NC PC Project 14403	Hazen and Sawyer 4011 WestChase Boulevard, Suite 500 Raleigh, NC 27607 Amy Hanna 919.833.7152 ahanna@hazenandsawyer.com	City of Raleigh, NC 219 Fayetteville Street Mall, Suite 620 Raleigh, NC 27601 Ed Stempien 919.996.3490 edward.stempien@raleighnc.gov	25,900,000 Design-Bid-Build	10/2018
Palm Coast Wastewater Treatment Plant No. 2 Palm Coast, FL PC Project 10238	CPH Engineers 520 Palm Coast Parkway SW Palm Coast, FL 32137 Brett Markovitz 386.445.6559 bmarkovitz@cph.com	City of Palm Coast, FL 160 Lake Avenue Palm Coast, FL 32164 Stephen Flanagan 386.986.2354 sflanagan@palmcoastgov.com	17,500,000 Design-Bid-Build	02/2018

**REFERENCES:**

Bank(s) Maintaining Account(s): TD Bank, 111 Main Street, Burlington, VT 05401

Surety/Underwriter: (if required): Travelers Casualty and Surety Company of America (Lead Surety)

Federal Insurance Company (Chubb Indemnity Insurance Company) (Co-Surety)

Other References: (Use additional sheets if necessary)

Surety agent: NFP, 620 Hinesburg Road, South Burlington, VT 05403 (Michael T. Walsh, CIC, CPCU, Managing Director)

**TYPE OF FIRM:**

Corporation: If firm is a corporation, please list state in which it is incorporated: Vermont.  
If firm is a corporation, by signing this form, Proposer certifies that the firm is authorized to do business in the State of Florida. Years in business:

Partnership/Years in Business:

Sole Proprietorship/Years in Business:

Other: Please list:

PC Construction Company, dba PCEO, Inc. in Florida  
Company

224 Datura Street, Suite 1315

Address

  
Authorized Signature

West Palm Beach, FL 33401

City, State, Zip Code

Chester J. Layman, Vice President

Printed Name & Title

802.651.1379

Telephone No.

clayman@pcconstruction.com

Email

802.419.4857

Fax No.

***This document must be completed and returned with your Submittal***

**FORM 10**

**DECLARATION STATEMENT**

City of Bunnell  
604 East Moody Blvd., Suite 6  
Bunnell, FL 32110

**RE: RFQ No. 2023-01, Bunnell WWTF Expansion and BNR Improvements**

Dear Mayor and City Commission Members:

The undersigned as Proposer, or on behalf of Proposer, declares that this RFQ Submittal is submitted without any other understanding, agreement or connection with any person, corporation, or firm submitting a Response for the same purpose and that the Response is in all respects fair and without collusion or fraud.

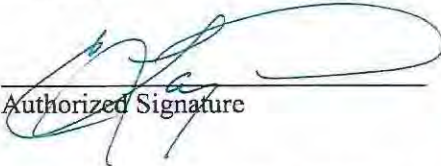
The undersigned as Proposer, or on behalf of Proposer, further declares that this Response is in compliance in every respect with all the Instructions to Proposers issued prior to the opening of the RFQ Submittals.

The undersigned as Proposer, or on behalf of Proposer, if selected, agrees to commence negotiations in good faith and execute an appropriate City document for the purpose of establishing a formal contractual relationship with the City for the performance of all requirements to which the RFQ Submittal pertains as set forth in **RFQ No. 2023-01, BUNNELL WWTF EXPANSION AND BNR IMPROVEMENTS.**

IN WITNESS WHEREOF, WE have hereunto subscribed our names on this 21st day of February,  
2023 in the City of South Burlington in the ~~State of Florida~~ State of Vermont

PC Construction Company, dba PCEO, Inc. in Florida  
Company

224 Datura Street, Suite 1315  
Address

  
Authorized Signature

West Palm Beach, FL 33401  
City, State, Zip Code

Chester J. Layman, Vice President  
Printed Name & Title

802.651.1379  
Telephone No.

clayman@pccconstruction.com  
Email

802.419.4857  
Fax No.

***This document must be completed and returned with your Submittal***

**FORM 11**

**NON-COLLUSION AFFIDAVIT OF THE PRIME QUALIFIER**

*THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.*

State of Vermont

County of Chittenden

Chester J. Layman, being first duly sworn, deposes and says that:

I am the Vice President of PC Construction Company, dba PCEO, Inc. in Florida (Proposer) which has submitted a Response to City of Bunnell, FL, RFQ No. 2023-01.

I am fully informed respecting the preparation and contents of the Response to RFQ No. 2023-01, and of all pertinent circumstances respecting such Response.

Neither the Proposer nor any of its officers, partners, owners, agent representatives, employees or parties in interest, including this Affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, sought by agreement or collusion or communication or conference with any other proposer, firm or person, to fix the price or prices in the Proposer's Response to RFQ No. 2023-01, or that of any other proposer, or to fix any overhead, profit or cost element of the Response price or the price of any other proposer, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Bunnell, FL.

The price or prices quoted in the Proposer's Response to RFQ No. 2023-01, are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Proposer or any of its agents, representatives, owners, employees, or parties in interest, including this Affiant.

PC Construction Company, dba PCEO, Inc. in Florida  
Company

224 Datura Street, Suite 1315  
Address

  
Authorized Signature

West Palm Beach, FL 33401  
City, State, Zip Code

Chester J. Layman, Vice President  
Printed Name & Title

802.651.1379  
Telephone No.

clayman@pccconstruction.com  
E-mail

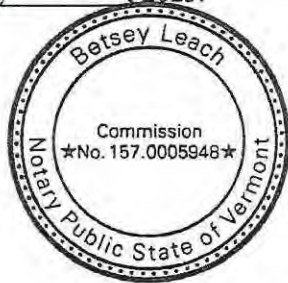
802.419.4857  
Fax No.

STATE OF FLORIDA

COUNTY OF

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization of as Chester J. Layman, Vice President, of PC Construction Company, dba PCEO, Inc. in Florida, who personally swore or affirmed that he/she is authorized to execute this Agreement and thereby bind the Contractor, and who is personally known to me ~~or who produced~~ \_\_\_\_\_ as ~~identification~~, and who ~~did/did not~~ take an oath this 21st day of February, 2023.

(stamp)



Betsey Leach  
NOTARY PUBLIC

Betsey Leach  
My commission expires  
January 31, 2025

***This document must be completed and returned with your Submittal***



**FORM 12**

**ACKNOWLEDGMENTS**

**RFQ No. 2023-01**

**CONSTRUCTION MANAGER AT RISK (CMAR) SERVICES –  
BUNNELL WWTF EXPANSION AND BNR IMPROVEMENTS**

**To: City of Bunnell  
604 East Moody Blvd, Suite 6  
Bunnell, FL 32110**

PC Construction Company, dba PCEO, Inc. in Florida \_\_\_\_\_ (Proposer) guarantees its Response to RFQ No. 2023-01 for a period not to exceed one hundred twenty (120) days from the date its RFQ Response was submitted to the City of Bunnell, FL unless an extension is granted by the Proposer.

The Contractor, by signing these **RFQ** Submittal pages, acknowledges, and agrees to abide by all the terms, conditions, and specifications contained in this **RFQ** Document.

Dated this 21st day of February, 2023.

INDIVIDUAL, LIMITED LIABILITY COMPANY,  
PARTNERSHIP, OR OTHER FORM OF ENTITY WHICH IS NOT A CORPORATION

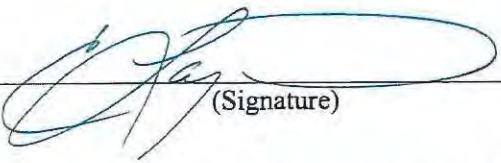
By:  (Signature) Chester J. Layman, Vice President (Print name)

Address: 224 Datura Street, Suite 1315  
West Palm Beach, FL 33401

Telephone: 802.651.1379 Fax: 802.419.4857

Taxpayer/Employer Identification Number (TIN/EIN): 03-0259783

CORPORATION

By:   
(Signature)

Chester J. Layman, Vice President  
(Print name)

Address: 224 Datura Street, Suite 1315, West Palm Beach, FL 33401  
\_\_\_\_\_  
\_\_\_\_\_

Telephone: 802.651.1379 Fax: 802.419.4857

Taxpayer/Employer Identification Number (TIN/EIN): 03-0259783

State of Incorporation: Vermont

Corporate President: Matthew W. Cooke

Corporate Secretary: Colin D. Reid (Corporate Secretary) / Nicole M. Labrecque (Asst. Corporate Secretary)

Corporate Treasurer: Carl D. Paschetag



Attest By (Secretary): Nicole M. LaBrecque – Assistant Corporate Secretary

  
Signature

February 21, 2023  
Date

***This document must be completed and returned with your Submittal***

**FORM 13**

**COMPLIANCE WITH THE PUBLIC RECORDS LAW**

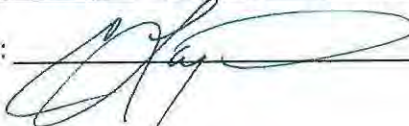
*THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC*

Upon award, recommendation, or ten (10) days after opening, submittals become a "public record" and shall be subject to public disclosure consistent with Florida Statutes, Chapter 119. Proposers must clearly mark information within a Response which is exempt from disclosure under Florida law and must state the reasons why such exclusion from public disclosure is permitted. To the extent any protected information is submitted to the City of Bunnell, it must be submitted in a separate envelope marked accordingly.

The Proposer agrees that it will fully defend the City of Bunnell in any cause of action or litigation associated with non-disclosure of that information identified by the Proposer as exempt under Florida's public records law. It is understood and agreed by the Proposer that in the event the Proposer fails to defend the City of Bunnell in any such litigation, the City may take such action as it deems necessary to avoid a third-party cause of action, including disclosure of the information. In such an event, the Proposer shall hold the City harmless and free of any liability.

Company Name: PC Construction Company, dba PCEO, Inc. in Florida

Authorized representative (printed): Chester J. Layman, Vice President

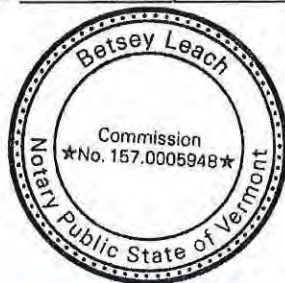
Authorized representative (signature): 

~~STATE OF FLORIDA~~ State of Vermont

COUNTY OF Chittenden

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization of Chester J. Layman, as Vice President, of PC Construction Company, dba PCEO, Inc. in Florida, who personally swore or affirmed that he/she is authorized to execute this Agreement and thereby bind the Contractor, and who is personally known to me or who produced as identification, and who did/did not take an oath this 21st day of February, 2023.

(stamp)



  
NOTARY PUBLIC

Betsey Leach  
My commission expires  
January 31, 2025

***This document must be completed and returned with your Submittal***

**FORM 14**

**RFQ No. 2023-01**

**CONSTRUCTION MANAGER AT RISK (CMAR) SERVICES –  
BUNNELL WWTF EXPANSION AND BNR IMPROVEMENTS**

**SUBCONTRACTOR LISTING**

Provide a name, and address of all subconsultants that have the potential to work on this project

Subcontractor:

Phone Number/E-Mail:

Sawcross (Prime Subcontractor), 10970 New Berlin Rd, Jacksonville, FL 32226      904.751.7500    markh@sawcross.com

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PC will work with the City and design team to collaboratively develop a list of subcontractors for bidding once the scope and

timeline is defined during the preconstruction phase.

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***This document must be completed and returned with your Submittal***

**Request for Taxpayer  
Identification Number and Certification**

Give Form to the requester. Do not send to the IRS.

Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

**1** Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.  
PC Construction Company

**2** Business name/disregarded entity name, if different from above

**3** Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

Individual/sole proprietor or single-member LLC  C Corporation  **X** S Corporation  Partnership  Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership)

**Note:** Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see instructions)

**4** Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) \_\_\_\_\_

Exemption from FATCA reporting code (if any) \_\_\_\_\_

*(Applies to accounts maintained outside the U.S.)*

**5** Address (number, street, and apt. or suite no.) See instructions.  
193 Tilley Drive

**6** City, state, and ZIP code  
South Burlington, VT 05403

**7** List account number(s) here (optional)

Requester's name and address (optional)

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number to Give the Requester* for guidelines on whose number to enter.

Social security number								
			-			-		

OR

Employer identification number									
0	3	-	0	2	5	9	7	8	3

**Part II Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

**Sign Here** Signature of U.S. person *Bleach* Date February 21, 2023

**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

**Purpose of Form**

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later

**This document must be completed and returned with your Submittal**

**FORM 16**

**FUNDING COMPLIANCE STATEMENT AND CERTIFICATION**

Project Name: Bunnell WWTF Expansion and BNR Improvements Project Number: No. 2023-01

Project Location: City of Bunnell, Florida

**CERTIFICATION**

The Proposer hereby agrees to comply with any and all local, state, and/or federal funding requirements, to the extent applicable to the Project, and that any and all applicable local, state, and/or federal funding requirements shall be included within the agreement resulting from this solicitation RFQ 2023-01.

Dated this 21st day of February, 2023. I hereby certify the above statement on behalf of the Proposer. I hereby further certify that I have the authority to execute this certification and bind the Proposer according and that I am the same individual authorized to execute any Agreement resulting from this solicitation RFQ 2023-01.

Firm Name: PC Construction Company, dba PCEO, Inc. in Florida

Authorized Representative (printed): Chester J. Layman

Authorized representative (signature): 

Title: Vice President

**STATE OF FLORIDA** State of Vermont  
**COUNTY OF** Chittenden

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization of Chester J. Layman, as Vice President, of PC Construction Company, dba PCEO, Inc. in Florida, who personally swore or affirmed that he/she is authorized to execute this Agreement and thereby bind the Contractor, and who is personally known to me ~~or who produced as identification~~, and who did/~~did not~~ take an oath this 21st day of February, 2023.

(stamp)



  
NOTARY PUBLIC

Betsey Leach

My commission expires  
January 31, 2025

***This document must be completed and returned with your Submittal***

**APPENDIX A TO THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION  
SUPPLEMENTARY CONDITIONS**

**CERTIFICATION OF COMPLIANCE WITH THE FLORIDA DEPARTMENT OF  
ENVIRONMENTAL PROTECTION SUPPLEMENTARY CONDITIONS**

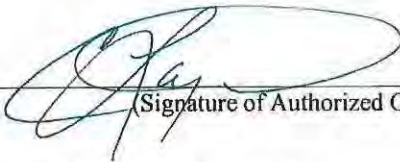
This certification relates to a construction contract proposed by City of Bunnell, Florida,  
(insert the name of the Owner)

which expects to finance the proposed construction contract with assistance from the Florida Department of Environmental Protection (which administers a State Revolving Fund loan program supported in part with funds directly made available by grants from the United States Environmental Protection Agency). I am the undersigned prospective construction contractor or subcontractor.

I certify that I have read the Florida Department of Environmental Protection's Supplementary Conditions and agree to incorporate the following articles into the bid and/or contract:

- ARTICLE 11 DEBARMENT AND SUSPENSION (EXECUTIVE ORDER 12549)
- ARTICLE 12 EQUAL EMPLOYMENT OPPORTUNITY (EXECUTIVE ORDER 11246)
- ARTICLE 13 IMMIGRATION REFORM AND CONTROL ACT (FLORIDA EXECUTIVE ORDER 11-116)
- ARTICLE 14 ENVIRONMENTAL COMPLIANCE
- ARTICLE 15 FEDERAL LABOR STANDARDS PROVISION
- ARTICLE 16 AMERICAN IRON AND STEEL PROVISION
- ARTICLE 18 BUILD AMERICA, BUY AMERICA PROVISION – IF A FEDERAL CAP GRANT PROJECT

I agree that I will obtain identical certifications from prospective lower-tier construction subcontractors prior to the award of any lower-tier construction subcontracts with a price exceeding \$2,000. I also agree that I will retain such certifications in my files.

  
\_\_\_\_\_  
(Signature of Authorized Official)

February 21, 2023  
(Date)

Chester J. Layman, Vice President

(Name and Title of Authorized Official [Print or Type])

PC Construction Company, dba PCEO, Inc. in Florida

(Name of Prospective Construction Contractor or Subcontractor [Print or Type])

224 Datura Street, Suite 1315, West Palm Beach, FL 33401, 802.651.1379

(Address and Telephone Number of Prospective Construction Contractor or Subcontractor [Print or Type])

03-0259783

(Employer Identification Number of Prospective Construction Contractor or Subcontractor)

**APPENDIX B TO THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION  
SUPPLEMENTARY CONDITIONS  
AMERICAN IRON AND STEEL PROVISION**

The Contractor acknowledges to and for the benefit of City of Bunnell, Florida ("Owner") and the State of Florida (the "State") that it understands that iron and steel products to be installed as a part of this contract must be in compliance with the Federal American Iron Steel (AIS) requirements. For Clean Water SRF funded projects, the AIS requirements can be found in Section 608 of the Federal Water Pollution Control Act (Clean Water Act). Section 608 of the Clean Water Act (33 U.S.C. 1388) includes the following language:

(a) In general

Funds made available from a State water pollution control revolving fund established under this title may not be used for a project for the construction, alteration, maintenance, or repair of treatment works unless all of the iron and steel products used in the project are produced in the United States.

(b) Definition of iron and steel products

In this section, the term "iron and steel products" means the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials.

(c) Application

Subsection (a) shall not apply in any case or category of cases in which the Administrator finds that—

- (1) applying subsection (a) would be inconsistent with the public interest;
- (2) iron and steel products are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality; or
- (3) inclusion of iron and steel products produced in the United States will increase the cost of the overall project by more than 25 percent.

(d) Waiver

If the Administrator receives a request for a waiver under this section, the Administrator shall make available to the public, on an informal basis, a copy of the request and information available to the Administrator concerning the request, and shall allow for informal public input on the request for at least 15 days prior to making a finding based on the request. The Administrator shall make the request and accompanying information available by electronic means, including on the official public Internet site of the Environmental Protection Agency.

(e) International agreements

This section shall be applied in a manner consistent with United States obligations under international agreements.

For Drinking Water SRF funded projects, the AIS requirements are in Public Law 113-76 and continue in force under continuing resolutions that use similar language, including Section 424 of the "Consolidated Appropriations Act, 2016."

Notwithstanding any other provision of this Agreement, any failure to comply with AIS requirements by the Contractor shall permit the Purchaser or State to recover as damages against the Contractor any loss, expense, or cost (including without limitation attorney's fees) incurred by the Purchaser or State resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part, from the State or any damages owed to the State by the Purchaser). While the Contractor has no direct contractual privity with the State, as a lender to the Purchaser for the funding of its project, the Purchaser and the Contractor agree that the State is a third-party beneficiary and neither this paragraph (nor any other provision of this Agreement necessary to give this paragraph force or effect) shall be amended or waived without the prior written consent of the State.

For waivers to these requirements based on (c) above, contact the State Revolving Fund Program at (850) 245-2835 or [SRF\\_Reporting@dep.state.fl.us](mailto:SRF_Reporting@dep.state.fl.us).

I certify that the equipment provided under this contract meets the above requirements.

PC Construction Company, dba PCEO, Inc. in Florida  
Name of Equipment Supplier

February 21, 2023  
Date

Chester J. Layman  
Name of Authorized Official (printed or typed)

Vice President  
Title

  
Signature of Authorized Official





Ron DeSantis, Governor

Melanie S. Griffin, Secretary



**STATE OF FLORIDA**  
**DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

**CONSTRUCTION INDUSTRY LICENSING BOARD**

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE  
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES



**MUNOZ, ANDRES O**

PCEO, INC.  
193 TILLEY DRIVE  
SOUTH BURLINGTON VT 05403

**LICENSE NUMBER: CGC1532121**

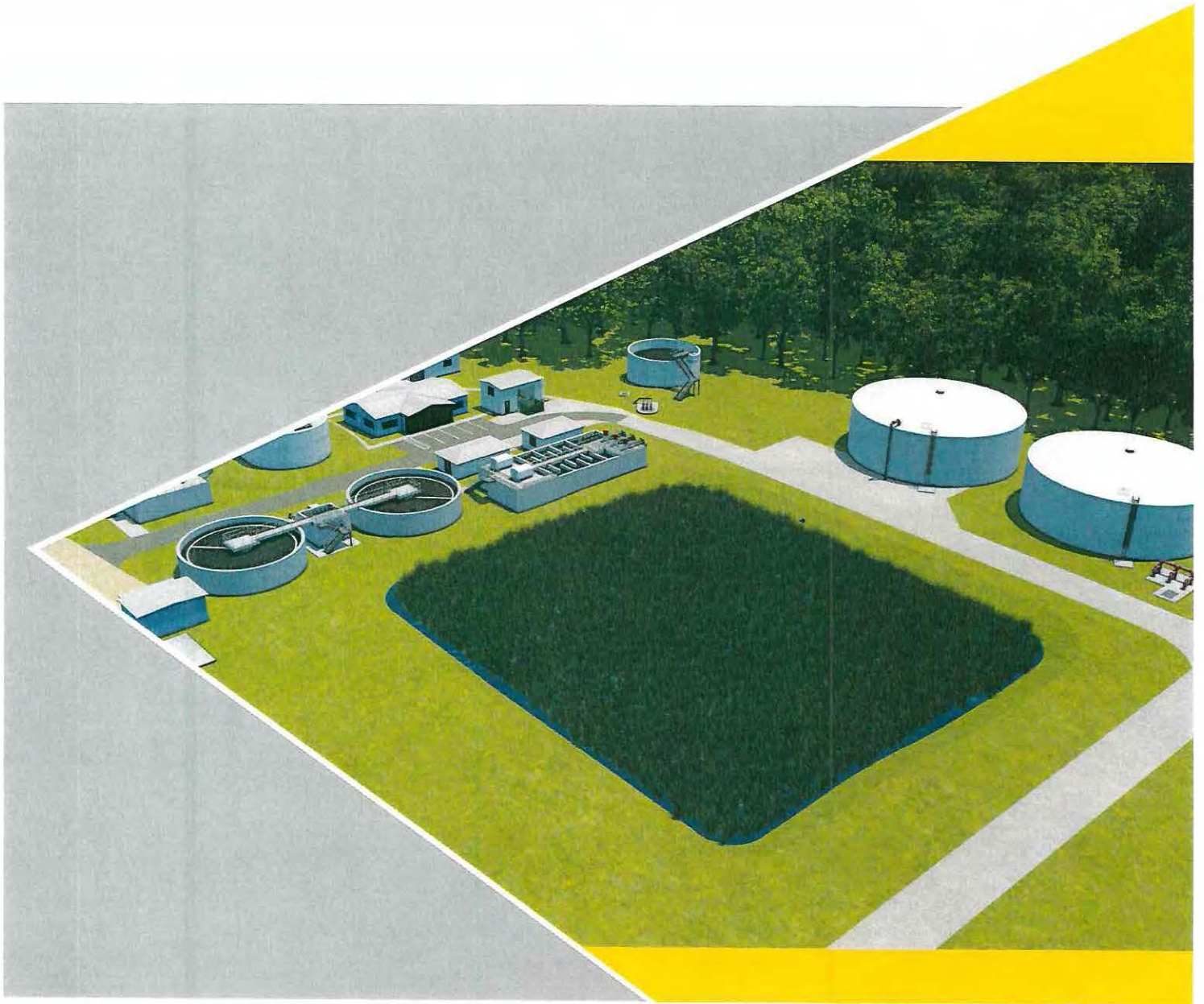
**EXPIRATION DATE: AUGUST 31, 2024**

Always verify licenses online at [MyFloridaLicense.com](http://MyFloridaLicense.com)



Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.



**BUILDING STRONGER, TOGETHER**

PC Construction  
[pcconstruction.com](http://pcconstruction.com)

**100% EMPLOYEE OWNED**



## City of Bunnell, Florida

### Agenda Item No. H.2.

Document Date: 3/16/2023 Amount: up to \$20,000.00  
Department: Engineering Account #:  
Subject: Request to Pay the City's Proportionate Share of the Flagler Commerce Parkway Wetland Mitigation Credits in an amount not to exceed \$20,000.00.  
Agenda Section: New Business:  
Goal/Priority: Increase Economic Base, Infrastructure

#### ATTACHMENTS:

Description	Type
Wetland Impacts - Roadway vs Developer Impacts	Exhibit

#### Summary/Highlights:

This is a request to pay wetland mitigation credits so the wetland permitting with the Department of Environmental Protection (DEP) for the construction of Flagler Central Commerce Parkway can be finalized.

The City needs to pay it's proportionate share of these costs.

#### Background:

Due to the wetland impact permitting changes from the Army Corps of Engineering (ACE) to the Department of Environmental Protection (DEP) / Environmental Protection Agency (EPA), Flagler Central Commerce Parkway (FCCP) is being re-reviewed prior to issuing the required wetland impacts permit necessary to proceed with the roadway construction. During their re-review the EPA noticed that there are secondary wetland impacts that did not require mitigation under the ACE guidelines but do require mitigation under the DEP guidelines. The total effective wetland areas left to be mitigated have been divided into two separate areas of responsibility. The first are the FCCP roadway impact areas which equal 0.436 acres and the second are the developer impact areas which equal 0.524 acres.

The City has obtained wetland impacts quotes from 5 different local wetland mitigation banks. The best rate is \$40,000 per acre.

The estimated breakdowns for the mitigation costs are:

Roadway Secondary Mitigation cost: \$17,440.00

Developer Secondary Mitigation cost: \$20,960.00

Due to the tight schedule of the FCCP project and since, at the time of writing this agenda item, a

written invoice/reservation from the mitigation bank was not available, Staff is recommending the Commission approve an amount not to exceed \$20,000 just in case any minor cost/fee discrepancies are encountered during this process.

Prior to proceeding with payment, the City will obtain:

- Two separate written invoices/reservations from the chosen lowest cost mitigation bank for the Roadway and Developer mitigation credits and
- A payment receipt from Oare Associated, LLC indicating the developer mitigation credits have been paid.

**Staff Recommendation:**

Approval to Pay the City's Proportionate Share of the Flagler Commerce Parkway Wetland Mitigation Credits in an amount not to exceed \$20,000.00.

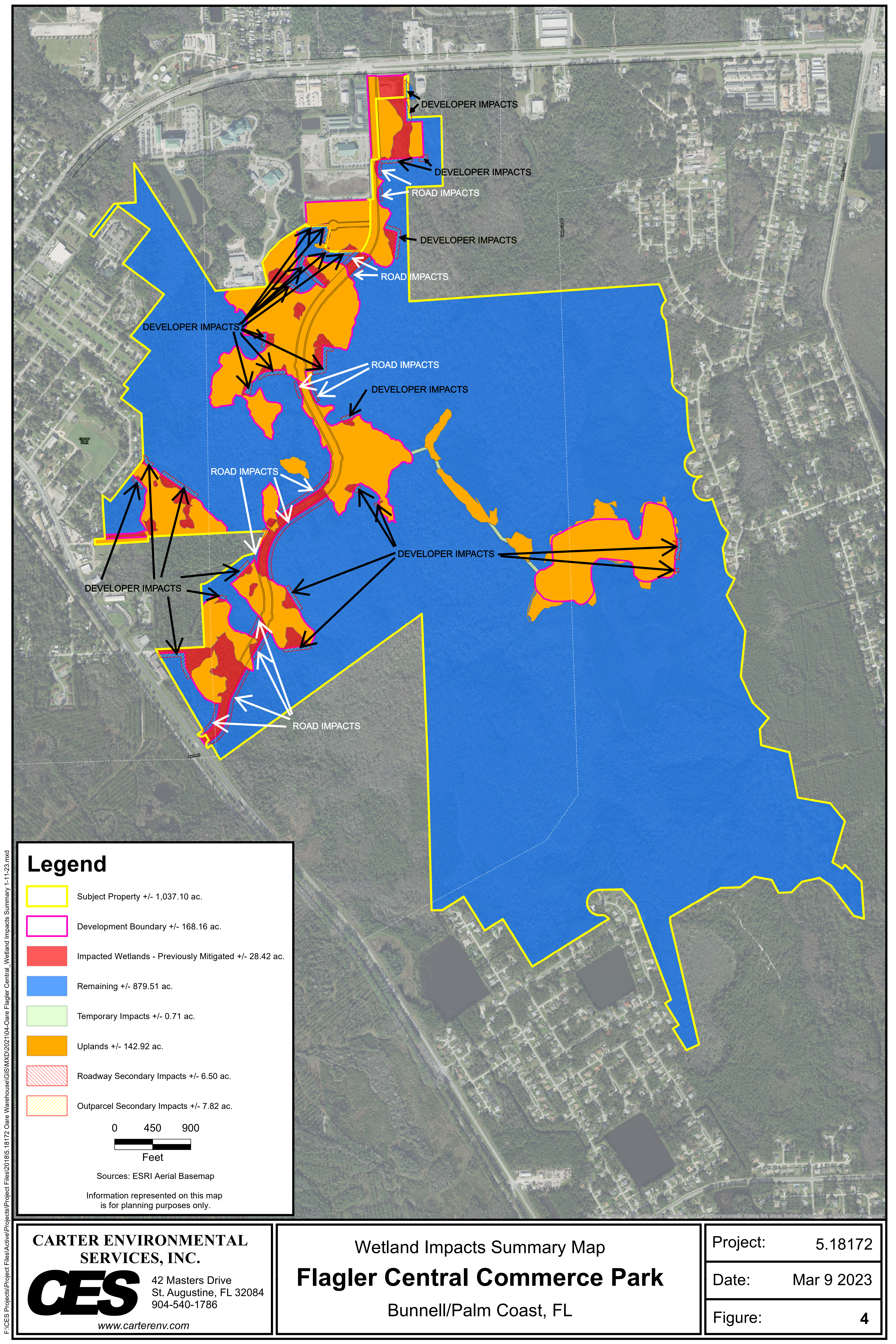
**City Attorney Review:**

**Finance Department Review/Recommendation:**

Finance recommends approval.

**City Manager Review/Recommendation:**

Approved.



### Legend

- Subject Property +/- 1,037.10 ac.
- Development Boundary +/- 168.16 ac.
- Impacted Wetlands - Previously Mitigated +/- 28.42 ac.
- Remaining +/- 879.51 ac.
- Temporary Impacts +/- 0.71 ac.
- Uplands +/- 142.92 ac.
- Roadway Secondary Impacts +/- 6.50 ac.
- Outparcel Secondary Impacts +/- 7.82 ac.

0    450    900

Feet

Sources: ESRI Aerial Basemap

Information represented on this map is for planning purposes only.

**CARTER ENVIRONMENTAL SERVICES, INC.**

**CES** 42 Masters Drive  
St. Augustine, FL 32084  
904-540-1786

[www.carterenv.com](http://www.carterenv.com)

Wetland Impacts Summary Map

## Flagler Central Commerce Park

Bunnell/Palm Coast, FL

Project:	5.18172
Date:	Mar 9 2023
Figure:	<b>4</b>

F:\CES Projects\Project Files\Active\Projects\2018\5.18172 Ore Warehouse\GIS\MXD\2021\04-Ore Flagler Central\_Wetland Impacts Summary 1-11-23.mxd

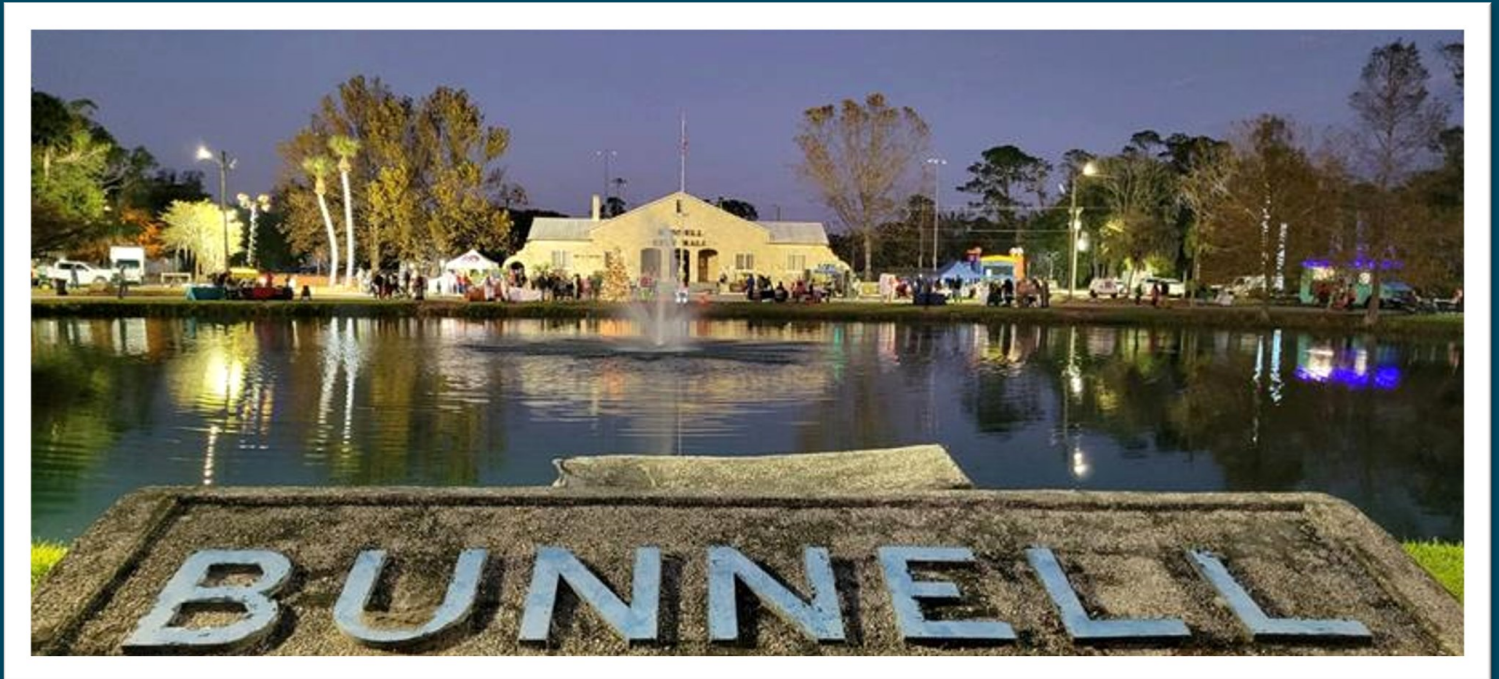


## City of Bunnell, Florida

### ATTACHMENTS:

Description	Type
City Manager Report- February 2023	Exhibit

# City Manager's Monthly Report



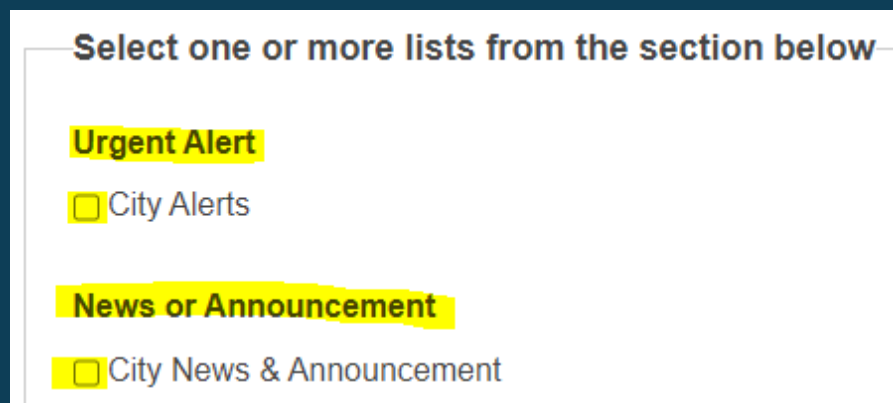
**Dr. Alvin B. Jackson, Jr.**  
**City Manager**  
**For February 2023**

Published: March 2023

## City News, Announcement and Alerts

The City uses it's website to send out important notifications. This could be storm related information and alerts, emergency operations information, boil water notices, City event details and any other information the City may need to share with citizens quickly.

If you are not currently subscribed to get notifications from the City, please register now. You register from [www.bunnellcity.us](http://www.bunnellcity.us) , click the subscribe button in the middle of the page and then complete the fields on the next page. To get the alerts the City sends out, make sure that the buttons next to City Alerts and City News & Announcements are checked.



Select one or more lists from the section below

**Urgent Alert**

City Alerts

**News or Announcement**

City News & Announcement

### Did you know?

The City Manager Report is published with the second Commission Meeting agenda of each month; however, it is also published to the City's website. You can see back issues of the report and see what is going on within the City by reviewing this report every month.



## City Commission Mission Statement

The City Commission of the City of Bunnell is dedicated to providing its citizens, businesses and visitors with quality services that ensure Life, Liberty and the Pursuit of Happiness!

## Core Values

The following are the core values for the City of Bunnell:

- Loyalty to the team, the objectives, and the mission.
- Teamwork. Cultivate a “we environment.”- Be passionate team player.
- Communication. Share information freely, maintain an on-going dialog.
- Respect individual strengths; Embrace diversity.
- Empathy. Care about people.
- Always determine what is important to team members.
- Honor everyone. Demonstrate respect for all persons.
- Say “thank you.” Show appreciation in every way possible.
- Self-Control. Stay open, ask questions & maintain clam demeanor in the face of every challenge.
- Have a forgiving spirit.
- Professionalism always. Maintain a positive attitude & a pleasing personality.
- Cultivate creativity.
- Seek great personal satisfactions in helping others succeed.
- Be an active listener– quick to hear, slow to speak.
- Be a person of fairness & justice to all.
- Have an action plan, including results oriented goals with measurable outcomes.
- Create a culture of warmth & belonging, where everyone is welcome.
- Have fun; create an environment where employees can think big & excel.
- Integrity: to be honest, open, ethical & fair.
- Fiscal accountability: to be good stewards of agency funds.



## Mission Statement

The City of Bunnell will provide its residents, businesses, visitors, partners and staff with value centric leadership to create a safe, sustainable, attractive, strong and vibrant community while building on our rich heritage as the foundation to improve the City's economic future and to achieve the highest possible quality of life for the overall community through the exemplary services we provide.

## Vision Statement

The City of Bunnell commits to building on its heritage, while enhancing a high quality of life for all its citizens. We pledge to work in collaboration with our residents and business community to foster pride in the City, develop a vibrant and diverse economy and a thoughtful plan for the future.

## Park Updates, Facility Rentals and Garage Sale Permits

All City parks are open. Parks operate during daylight hours (ie. dawn to dusk).

**The City is accepting applications for the rental of parks and other available facilities. Applicants are required to turn in a completed application with sufficient time to process the rental request. Applications can be obtained at the Bunnell Customer Service Office located at 604 E. Moody Blvd. Unit 6 or on the City website [www.bunnellcity.us](http://www.bunnellcity.us) under FORMS.**



### FACILITY ALERTS

- Coquina City Hall located at 200 S. Church Street is not currently available to rent.
  - The remediation of the hall was completed in August/September. The City is working with the design consultant for the construction plans to design the restoration of the building.
  - Design is about 95% complete and approved by both the State and Federal governments. Because of the historic designation on this building, any design plans need to be approved by the State and Division of Historical Resources.
  - The RFP for construction should be released in March 2023 once the plans are approved. Any information on the RFP will be found on Demand Star and the City Bid Page (under Finance Department).
- Municipal Park is at its new location: 1307 E. Howe Street (former Clegg Property)

### Garage Sale Permits:

The City is accepting requests for Garage Sale Permits. Residents need to make their request to the Utility Billing Department. Per the City Code of Ordinance, there is a limit on the total number of garage sale permits that can be issued to a property/address point in a calendar year. Speak with the staff in Utility Billing for any questions regarding Garage Sale Permits 386-437-7500 x 3.

## Information Technology

Worked with the vendor and our Legal staff on a 5 year maintenance agreement for the camera and license plate reader equipment, the cost of which is already included in the project.

Wastewater Treatment Plant was having some issues with their security cameras. Second camera arrived, and went to install that, and could not get it to boot up. Started another ticket with the vendor, and found out it requires more voltage than our network switches cannot provide. Ordered an adapter called a power injector. Received that and went to install it, was the wrong part. So returning that one and ordering the correct one.

Completed rolling out the new security features of Microsoft 365. This includes multi factor authentication, password reset through the internet, and other features. Still testing the Endpoint Security, and configuring the remote installation of software.

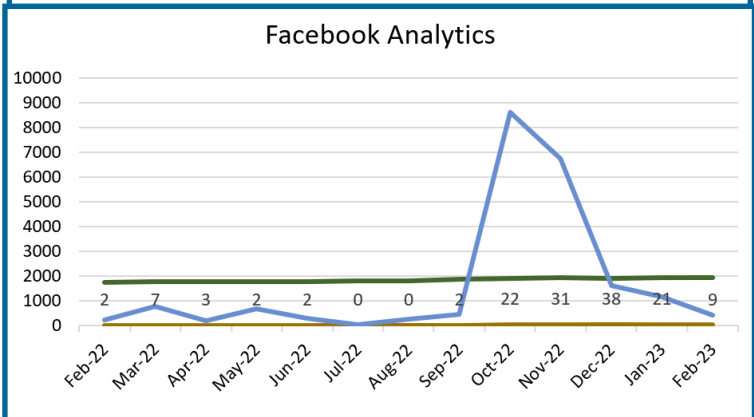
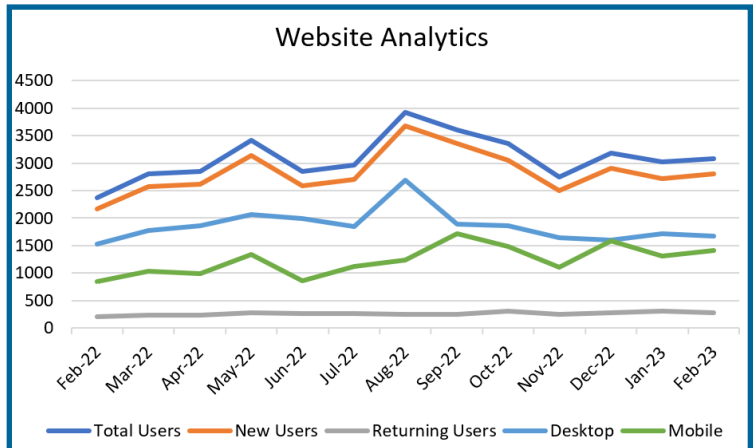
Finalized and ordered our hardware refresh.

Continuing to work with the security consultant on the network. They ran external scans on our network firewalls, and reported no significant findings. Working with them on a state Cyber Security grant.

The Clerk's office and Community Development have been working with Tyler Technologies on the ongoing issues we have with Incode 9. The departments have decided to look for another software solution for these modules. Coordinated software demos for evaluation. Also informed Tyler we would be dropping these modules from maintenance, and requested a quote to export the data.

### Top 10 web pages:

- |                     |                      |
|---------------------|----------------------|
| 1. Home Page        | 6. Human resources   |
| 2. Open Positions   | 7. Chief's Corner    |
| 3. Police           | 8. Contact Directory |
| 4. Building Permits | 9. Community         |
| 5. Agendas Boards   | 10. Volunteer        |



## City Clerk Office

The City Clerk Office published and noticed all agendas for the City's Public meetings held in January. Public Meetings are City Commission meetings and workshops, any volunteer Board meetings such as the Planning, Zoning and Appeals Board and Code Enforcement Board and also the Police Department Union negotiations.

The Clerk's Office also worked on the following issues throughout the month:

- Working with contractor for the design for reconstruction of Coquina City Hall and on-going contact with Department of State for the Historical Resources Grant for the restoration of Coquina City Hall (agreements executed in October); design plans are about 90% complete. Because this is a National Historic Building, both the State and Federal Historic Preservation offices have to approve any changes to the building.
- 2023 Municipal Election— candidate paperwork is still pending
- On-going Hurricane Ian and Nicole Recovery efforts and FEMA reporting
- Working with vendors to preview new development software
- Repairs to the Heritage Park Fence

## Business Tax Receipts (BTRs)

Notices for BTR renewals were mailed out June 24, 2022. The City sent out 1,317 BTR Renewal notices for all registered businesses, this includes both in City and out-of-the-City businesses.

Businesses should have paid their BTR Renewal fees by September 30, 2022 to avoid paying penalties. Florida Statute and the City's Code of Ordinance require penalties be added to a BTR if not paid by **September 30th**. The required penalties are as follows: 10% October 1st; 15% November 1st; 20% December 1st; and 25% January 1st.

***Code Enforcement action for delinquent BTRs began in January. There are still businesses who have NOT renewed their FY 22/23 BTR.***

In the month of February, 48 businesses renewed their BTR or received their initial BTR. The City collected \$4,874.95 in BTR and Fire Inspection fees for February 2023.

***Businesses with questions about their BTR should call the City Clerk Office at 386-437-7500 x 5***

**ANNIVERSARIES:**

The City acknowledges and celebrates the following for their continued commitment to the City and her citizens and business owners:

Ronnie Jones– 2/22/2010

Donald Wines– 2/17/2014

Mary Ann Atwood– 2/8/2016

Bridgitte Gunnells– 2/6/2020

David Brannon– 2/28/2022



**NEW EMPLOYEES:**

The City wants to give a warm welcome to our newest employees:

Richard Coury– Police Officer

Jason Zuromski– Utilities Maintenance Technician I

Louis A. Granda- Utilities Maintenance Technician I

**WE ARE HIRING. OPEN POSITIONS:**

Police Officer (2)

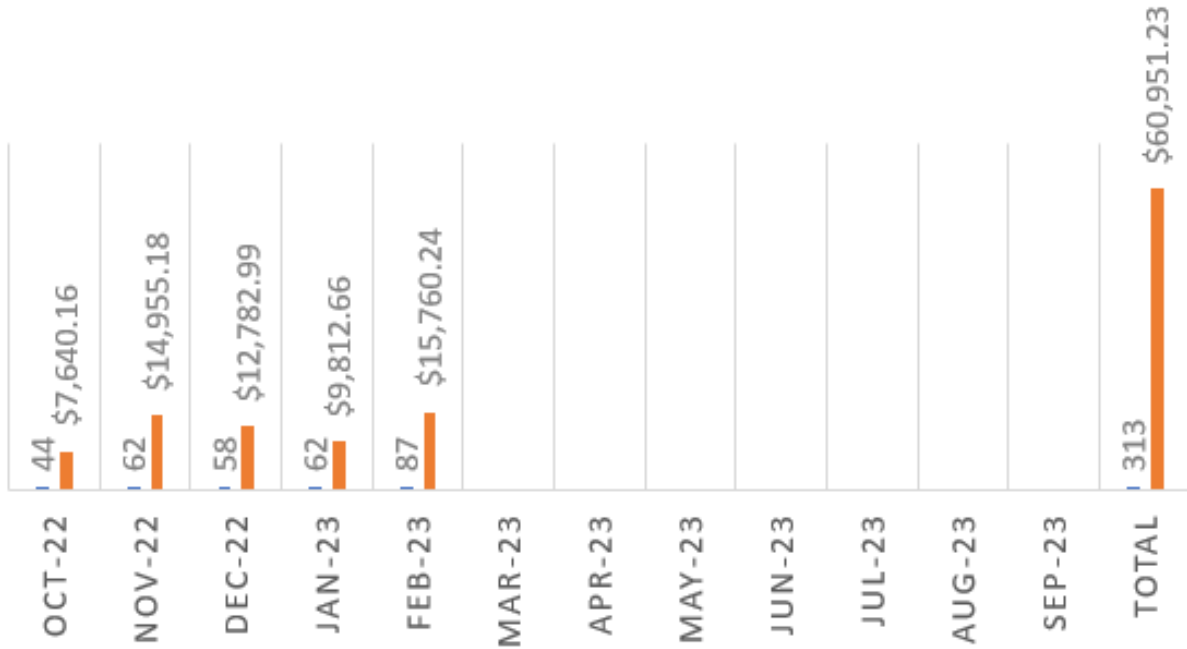
Police Officer Sponsorships



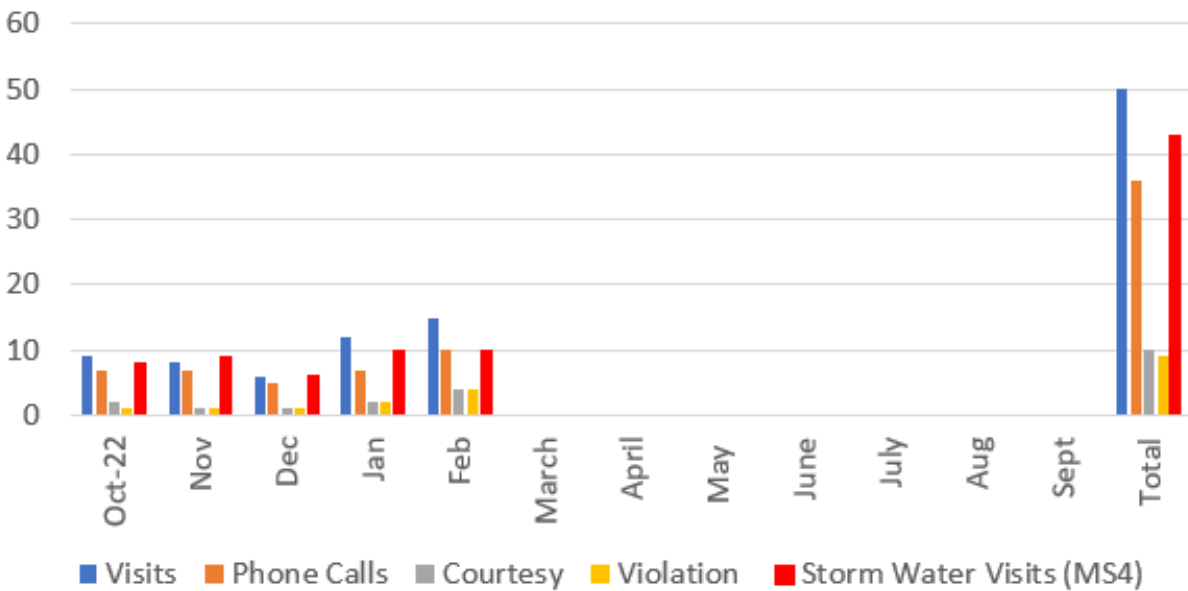
# Community Development

## PERMITS

# of Permits    Permit Amount

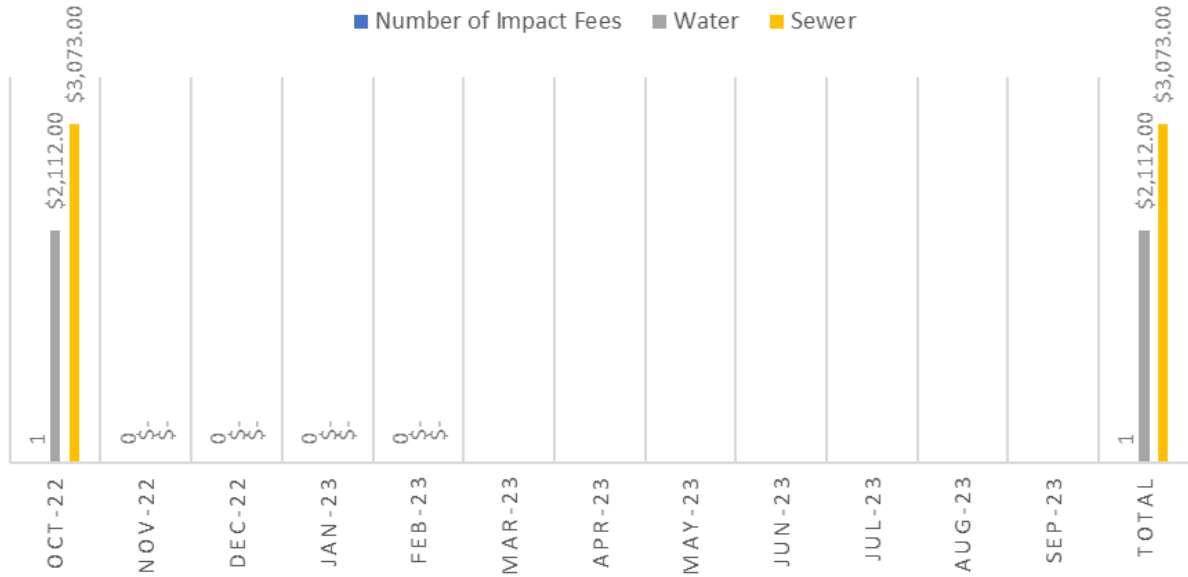


## Code Enforcement

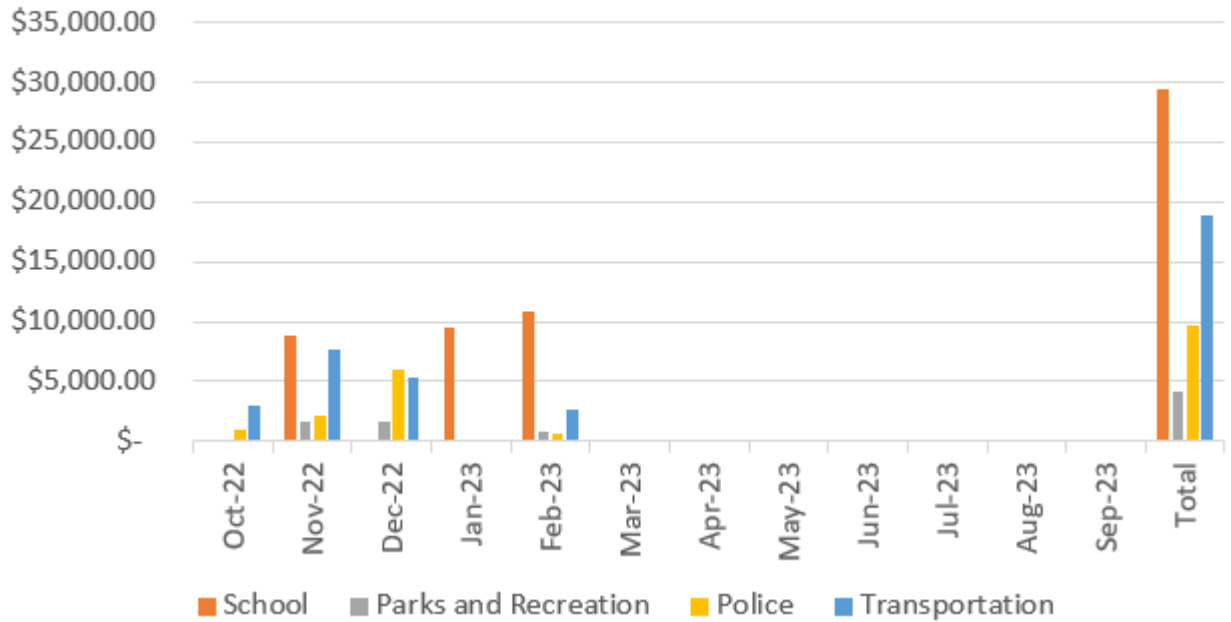


# Community Development

## IMPACT FEES WATER/SEWER



## Impact Fees General Fund



## Projects

### Grant Projects:

	Expense	Grant Amt
<b>Community Development Block Grant (CDBG) - Hymon:</b>	<b>\$ 15,250</b>	<b>\$ 700,000</b>
This project would install underground storm conveyance pipes and catch basins along both sides of Hymon Circle allowing rainwater to properly drain instead of consistently flooding the residents' front yards. Also, included in this project would be the clearing and widening of the main drainage canal running from E. Short St. and Hymon Circle south along US1 to our MS4 outfall. This will increase drainage capacity for the entire southeastern quadrant of the city. Finally, a dirt service road would be constructed to access the canal for future maintenance by the city.		

Design 90% complete, currently in the permitting process with FDEP and SJRWMD.

### Master Plan Projects:

	Funding Amt
<b>WWTP Rehab/Expansion Construction Funding:</b>	
<b>SRF Loan</b>	<b>\$ 14,160,022</b>
Pending Amendment 1 execution for FY23 \$2,160,022 addition to loan	
<b>SJRWMD REDI Grant</b>	<b>\$ 500,000</b>
Agreement fully executed.	
<b>Water Protection Grant Funding</b>	<b>\$ 14,160,000</b>
This grant funding opportunity became available through Florida Department of Environmental Protection's Protect FL Together program. The amount applied for is 50% of the estimated construction cost with a required 50% local match. Could be used with SRF loan if awarded both. Agreement fully executed.	
<b>ACOE Grant Funding</b>	<b>\$ 15,000,000</b>
Army Corp of Engineers Section 5061, WRDA07 Environmental Infrastructure Funding. Concurrence on the agreement and signed self-certification of financial capability approved and signed. Agreement fully executed.	

<b>Well 3 Replacement</b>	<b>\$14,360</b>	<b>\$ 71,800</b>
Well #3 Rehabilitation Project began in FY22, extended to FY23 due to damages beyond repair. Options being discussed to move forward.		

### Capacities WTP/WWTP

- Capacity for the WWTP in January 2023 was 55% with a total of 1.49" of rainfall. Total influent flow for the month was 9.308MG, with a Daily Average flow of 0.332MGD
- The WTP produced 11.600MG of drinking water, with a daily production average of 0.376MGD in January 2023.
- Total Billed Meters January- 2186

### Wastewater Treatment Plant Rehab / Expansion Construction

The project entails design, permitting, funding assistance, and construction administration services to rehabilitate the existing plant and expand the treatment capacity to 1.20 MGD.

RFQ 2023-01 opening was held February 24th with one response. Selection Committee members determined, and meeting scheduled for March 7th.

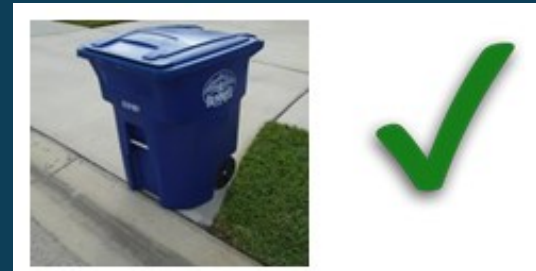


## Solid Waste

SERVICE	AMOUNT COLLECTED	TRUCK LOADS
Residential Garbage	118.85 Tons	9.14
Residential Recycle	29.73 Tons	2.29
Yard Waste	83 Yards	4.15
Commercial Garbage	203.99 Tons	15.69
Commercial Cardboard	18.73 Tons	1.44
Scrap Metal	5.94 Tons	1.7
Construction & Demolition and Bulk debris	17.49 Tons	5
Waste Tires	0	0

### Cart Placement Regulations and Guidelines

- ⇒ Face lid opening of cart toward the street (handles & wheels facing house)
- ⇒ Place front of cart within 3 feet of street edge
- ⇒ Allow 2 to 3 feet of clearance on each side of all carts and ANY obstruction
- ⇒ Do NOT fill carts with construction debris, dirt or yard waste
- ⇒ It is recommended to place carts out the night before. The driver is not able to turn around if your cart is not out when the truck has passed your location
- ⇒ Do not place carts near parked cars, fences, mailboxes, trees, other carts, or any other obstruction that could interfere with the truck picking up your cart.



***Failing to follow the guidelines may result in service interruption (i.e. the City won't be able to collect your solid waste that day)***

## Solid Waste Fiscal Year Comparisons

	<b>FY 19/20</b>	<b>FY 20/21</b>	<b>FY 21/22</b>	<b>FY 22/23</b> <small>(as of 2/28/23)</small>
<b>Commercial Solid Waste</b>	1960.54 Tons	1995.58 Tons	2374.65 Tons	1049.6 Tons
<b>Residential Solid Waste</b>	1380.89 Tons	1546.61 Tons	1446.87 Tons	605.72 Tons
<b>Cardboard &amp; Recycle</b>	585.98 Tons	623.3 Tons	582.61 Tons	206.3 Tons
<b>Yard Waste</b>	1593.00 Yards	1153 Yards	1203 Yards	2731 Tons
<b>Construction &amp; Debris (C&amp;D)</b>	315.51 Tons	574.58 Tons	319 Tons	152.46 Tons
<b>Scrap/Misc.</b>	12.789 Tons	4.27 Tons	16.44 Tons	11 Tons
<b>Yearly Total</b>	<b>5848.71</b>	<b>5897.34</b>	<b>5942.57</b>	<b>4756.08</b>

***The City is only 5 months into this Fiscal Year, but only 1,186.43 Tons behind the collection of solid waste and recycling for all of last year. At the pace the City is on, it will exceed previous years' collections in the next few months.***

# Police Department

## FEBRUARY 2023

	This Month	Same Month Last Year	Year to Date
<b>Residential Burglaries</b>	0	1	1
<b>Vehicle Burglaries</b>	0	0	2
<b>Business Burglaries</b>	2	0	3
<b>Auto Thefts / Recovered</b>	1 / 2	2 / 5	1 / 5
<b>Traffic Crashes</b>	14	14	36
<b>Traffic Stops</b>	171	106	373
- Citations	43	14	86
- Written Warnings	73	28	163
<b>Warrants Attempted / Served</b>	11 / 7	7 / 1	32 / 14
<b>Reports Written</b>	95	77	226
<b>Arrests</b>	16	18	30
- Felony	10	8	19
- Misdemeanor	6	10	21
<b>Criminal Charges Filed</b>	27	35	56
- Felony	14	17	25
- Misdemeanor	13	18	31
<b>Public Records Requests</b>	41	35	76
<b>Security Checks</b>	936	453	1832
<b>Community Policing</b>	255	586	636