

REQUEST FOR BIDS

BID NUMBER: 2014 04

THE EMERALD COAST UTILITIES AUTHORITY INVITES YOUR COMPANY TO SUBMIT A BID ON ITEM (S) AS LISTED IN THIS BID REQUEST. IT IS THE INTENT OF THE EMERALD COAST UTILITIES AUTHORITY TO RECEIVE BIDS THAT WILL BE PUBLICLY OPENED AT **2:00 P.M., JUNE 17, 2014**, FOR THE FOLLOWING:

ITEM A – TRANSMISSION MAIN INTERRUPTION PLAN COMPONENTS

|   |                                  |           |
|---|----------------------------------|-----------|
| 2 | *18' or 20' SPIGOT X SPIGOT PIPE | EACH SIZE |
| 4 | 90 DEGREE BENDS                  | EACH SIZE |
| 4 | 45 DEGREE BENDS                  | EACH SIZE |
| 2 | SOLID SLEEVES                    | EACH SIZE |
| 1 | SPLIT SLEEVE (2 PIECE TYPE)      | EACH SIZE |
| 8 | RESTRAINER GLAND                 | EACH SIZE |
|   | ACCESSORY KITS                   |           |
| 2 | REPAIR CLAMPS                    | EACH SIZE |
| 1 | BELL JOINT CLAMP                 | EACH SIZE |

SIZES TO BE PROVIDED: 16", 20", 24", 30", 36", 42", 48", and 54"

\* PIPE LENGTHS VARY BETWEEN SUPPLIERS. THE 18' LENGTH OPTION FOR FULL STICK IS CONSIDERED THE MINIMUM. WHERE APPLICABLE, BIDDER TO WRITE IN LENGTH THEY ARE PROPOSING TO PROVIDE. FOR BID ANALYSES PURPOSES AND SINCE PIPE IS NORMALLY SOLD BY WEIGHT, PRICING FOR THE 18' JOINTS WILL BE MULTIPLIED BY 20/18 OR 1.11 TO COMPARE WITH THE 20' LENGTH OPTION FOR FULL STICK.

SEALED BIDS WILL BE RECEIVED UNTIL 2:00 P.M., JUNE 17, 2014, BY THE PURCHASING AND STORES MANAGER, EMERALD COAST UTILITIES AUTHORITY, 9255 STURDEVANT STREET, ELLYSON INDUSTRIAL PARK, PENSACOLA, FLORIDA 32514. THE BIDS RECEIVED WILL THEN BE PUBLICLY OPENED AND READ. THE EMERALD COAST UTILITIES AUTHORITY RESERVES THE RIGHT TO WAIVE INFORMALITIES IN ANY BID; REJECT ANY OR ALL PROPOSALS, IN WHOLE OR IN PART; RE-BID A PROJECT, IN WHOLE OR IN PART; AND TO ACCEPT A PROPOSAL THAT IN ITS JUDGMENT IS THE LOWEST AND BEST BID OF A RESPONSIBLE BIDDER. IN ACCEPTING A BID, ECUA MAY AWARD A CONTRACT BASED ONLY ON THE BASE BID, THE BASE BID PLUS ALL ALTERNATES, OR THE BASE BID PLUS ANY ALTERNATES WHICH ECUA SELECTS – WITH ALL DECISIONS BEING MADE BASED UPON WHAT ECUA BELIEVES TO BE THE BEST INTERESTS OF ITS RATEPAYERS, IN THE REASONABLE EXERCISE OF ITS DISCRETION. ECUA FURTHER RESERVES THE RIGHT TO INCREASE OR DECREASE QUANTITIES AS MAY BE REQUIRED TO MEET THE NEEDS OF ECUA, AT THE UNIT PRICE WHICH WAS BID.

## LEGAL ADVERTISEMENT

Sealed bids for Bid 2014 04, Transmission Main Interruption Plan Components, will be received by the Emerald Coast Utilities Authority Purchasing and Stores Manager, 9255 Sturdevant Street, Ellyson Industrial Park, Pensacola, FL 32514, until 2:00 p.m., local time, June 17, 2014, at which time bids submitted will be publicly opened and read.

It is the intent of ECUA to purchase and store the items listed below for future emergency repairs on large transmission mains. All the pipe and fittings shall be ductile iron internally and externally coated. *For sizes 16", 20", 24", 30", 36", 42", 48", and 54", provide **two** \*18' or 20' bell x spigot pipes, **four** 90 degree bends, **four** 45 degree bends, **two** solid sleeves, **one** split sleeve (2 piece type) , **eight** restrainer gland accessory kits (includes gland, gasket, bolts, etc.), **two** repair clamps, and **one** bell joint clamp.* Allowable/acceptable manufacturers for providing the materials outlined above include: American Cast Iron Pipe Company (ACIPCO), CLOW, and U.S. Pipe. Proposal Form provided to be completed showing interior coating with Permax-CTF Ceramic Epoxy as bas bid and Ceramapure PL90 Ceramic Epoxy (based on manufacturer recommended limits) as alternate bid.

\*For bid analyses purposes and since pipe is normally sold by weight, pricing for 18' standard pipe length will be multiplied by 20/18 (or 1.11) for comparison purposes with the 20' standard pipe length option.

Specifications and information may be examined and obtained from the ECUA Purchasing and Stores Manager (850-969-3350) or via email at [amy.williamson@ecua.fl.gov](mailto:amy.williamson@ecua.fl.gov) or on the web at [www.ecua.fl.gov](http://www.ecua.fl.gov). Bids received after 2:00 p.m., local time, June 17, 2014, will be returned unopened. ECUA reserves the right to reject any or all bids and re-advertise.

Proposed Advertising Date 5/18/14

**Emerald Coast Utilities Authority  
Purchasing and Stores Division  
9255 Sturdevant Street  
Pensacola, Florida 32514-7038  
850-969-3350**

---

**STATEMENT OF NO BID**

If you **do not** intend to bid on this commodity/service, please return this form to the above address immediately. If this statement is not completed and returned, your company may be deleted from the Emerald Coast Utilities Authority Vendors' list for this commodity/service.

We the undersigned have declined to bid on requested commodity/service Bid Number 2014 04, Transmission Main Interruption Plan Components, for the following reasons:

- Specifications too "tight," i.e. geared toward one brand or manufacturer only (explain below).
- Insufficient time to respond to the Invitation to Bid.
- We do not offer this product or service.
- Our schedule would not permit us to perform.
- Unable to meet bond/insurance requirements.
- Specifications are unclear (explain below).
- Remove us from your vendors' list for this commodity/service.
- Other (specify below).

**Remarks:**

---

---

---

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

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

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

**NOTE:** Statement of No Bid may be faxed into the Purchasing and Stores Division @ (850-969-3384) or emailed to [amy.williamson@ecua.fl.gov](mailto:amy.williamson@ecua.fl.gov)

## INSTRUCTIONS TO BIDDERS

ALL THESE TERMS AND CONDITIONS ARE A PART OF THIS BID REQUEST.

### 1. BID SCHEDULE:

BIDS ARE PRESENTLY SCHEDULED TO BE PUBLICLY OPENED AND READ AT **2:00 P.M., JUNE 17, 2014** IN THE ECUA PURCHASING SECTION, 2<sup>ND</sup> FLOOR, CUSTOMER SERVICE BUILDING, 9255 STURDEVANT STREET, ELLYSON INDUSTRIAL PARK. ECUA STAFF WILL REVIEW ALL BIDS AND FORWARD THEIR RECOMMENDATIONS TO THE ECUA BOARD AT THEIR MEETING SCHEDULED FOR **2:00 P.M., JUNE 26, 2014** IN THE ECUA BOARD ROOM, 9255 STURDEVANT STREET, ELLYSON INDUSTRIAL PARK.

### 2. BID SUBMISSION:

ONE ORIGINAL AND FOUR (4) COPIES OF THE BIDS TO BE CONSIDERED MUST BE IN THE POSSESSION OF THE EMERALD COAST UTILITIES AUTHORITY PURCHASING AND STORES MANAGER. BIDS MAY BE MAILED OR DELIVERED TO HIS OFFICE AT 9255 STURDEVANT STREET, ELLYSON INDUSTRIAL PARK, PENSACOLA, FLORIDA, 32514, IN A SEALED ENVELOPE CLEARLY MARKED WITH THE TIME AND DATE OF THE OPENING. REGARDLESS OF THE METHOD OF DELIVERY, EACH BIDDER SHALL BE RESPONSIBLE FOR HIS BID(S) BEING DELIVERED ON TIME, AS THE EMERALD COAST UTILITIES AUTHORITY ASSUMES NO RESPONSIBILITY FOR SAME. PROPOSALS OFFERED OR RECEIVED AFTER THE TIME SET FOR THE BID OPENING WILL BE REJECTED AND RETURNED UNOPENED TO THE BIDDER.

### 3. CONVICTION OF PUBLIC ENTITY CRIME

A PERSON OR AFFILIATE WHO HAS BEEN PLACED ON THE CONVICTED VENDOR LIST FOLLOWING A CONVICTION FOR A PUBLIC ENTITY CRIME MAY NOT SUBMIT A BID ON A CONTRACT TO PROVIDE ANY GOODS OR SERVICES TO A PUBLIC ENTITY, MAY NOT SUBMIT A BID ON A CONTRACT WITH A PUBLIC ENTITY FOR THE CONSTRUCTION OR REPAIR OF A PUBLIC BUILDING OR PUBLIC WORK, MAY NOT SUBMIT BIDS ON LEASES OF REAL PROPERTY TO A PUBLIC ENTITY, MAY NOT BE AWARDED OR PERFORM WORK AS A CONTRACTOR, 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 (\$35,000) FOR A PERIOD OF 36 MONTHS FROM THE DATE OF BEING PLACED ON THE CONVICTED VENDOR LIST.

### 4. BID WITHDRAWAL:

NO BID MAY BE WITHDRAWN FOR A PERIOD OF NINETY (90) DAYS FROM THE BID OPENING. PRICES MAY NOT BE MODIFIED DURING THIS PERIOD. PROPOSALS MAY BE WITHDRAWN AT ANY TIME PRIOR TO THE BID OPENING TIME.

5. BID AUTHORIZATION:

ALL BIDS MUST BE SUBMITTED ON THE FORM PROVIDED BY THE EMERALD COAST UTILITIES AUTHORITY AND MUST BE SIGNED BY AN AUTHORIZED REPRESENTATIVE OF THE COMPANY PLACING THE BID. ONE COMPLETE SET OF BID FORMS WILL BE FURNISHED EACH COMPANY INTERESTED IN BIDDING.

6. BID ERRORS:

A BIDDER MAY NOT MODIFY ITS BID AFTER BID OPENING. ERRORS IN THE EXTENSION OF UNIT PRICES STATED IN A BID OR IN MULTIPLICATION, DIVISION, ADDITION, OR SUBTRACTION IN A BID MAY BE CORRECTED BY THE PURCHASING AND STORES MANAGER PRIOR TO AWARD. IN SUCH CASES, UNIT PRICES SHALL NOT BE CHANGED.

7. AWARD OF BID:

ECUA RESERVES THE RIGHT TO ESTABLISH PRIORITIES AND TO AWARD THE CONTRACT TO A SINGLE BIDDER BASED UPON THE TOTAL BID OR TO MULTIPLE VENDORS BASED UPON THE ITEMS INDIVIDUALLY BID. ECUA ALSO RESERVES THE RIGHT TO SELECTIVELY PURCHASE ANY SINGLE OR ANY MULTIPLE ITEMS FROM THIS BID.

8. TAXES:

DO NOT INCLUDE ANY TAX WITH YOUR BID. THE EMERALD COAST UTILITIES AUTHORITY IS EXEMPT FROM FEDERAL, STATE AND LOCAL TAXES. TAX EXEMPT NUMBER 85-8012640152C-4 APPLIES.

9. TERMS:

MINIMUM TERMS WILL BE NET 30 (30 DAYS AFTER RECEIPT OF MATERIAL/SERVICE) UNLESS A DISCOUNT IS INVOLVED. TERMS OFFERING A DISCOUNT FOR PROMPT PAYMENT WILL ONLY BE CONSIDERED IN DETERMINING THE LOW BID IF THE DISCOUNT PERIOD IS 15 DAYS OR GREATER (15 DAYS AFTER RECEIPT OF MATERIAL/SERVICE OR INVOICE, WHICHEVER IS GREATER).

10. BID TABULATIONS:

BID TABULATIONS WILL BE POSTED FOR REVIEW IN THE PURCHASE SECTION, 9255 STURDEVANT STREET, ELLYSON INDUSTRIAL PARK ON OR ABOUT **JUNE 17, 2014**, AND WILL REMAIN POSTED FOR 72 HOURS EXCLUDING WEEKENDS AND HOLIDAYS.

11. BID QUESTIONS:

IF ANY BIDDER HAS A QUESTION CONCERNING THE BID SPECIFICATIONS OR BID PROCEDURES, PLEASE FORWARD THE INQUIRY TO THE PURCHASING AND STORES MANAGER BEFORE **JUNE 10, 2014**, FOR CONSIDERATION.

EMERALD COAST UTILITIES AUTHORITY  
ATTN: PURCHASING AND STORES MANAGER  
9255 STURDEVANT STREET  
PENSACOLA, FLORIDA 32514-7038  
PHONE: 850-969-3350  
FAX: 850-969-3384  
EMAIL: amy.williamson@ecua.fl.gov

12. COMPLIANCE WITH SPECIFICATIONS:

IN ORDER TO DETERMINE THAT YOUR BID COMPLIES WITH BID SPECIFICATIONS, PRODUCT LITERATURE AND/OR DATA/INFORMATION SHOULD BE INCLUDED WITH THE BID PROPOSAL. ANY DEVIATIONS FROM THE BID SPECIFICATIONS SHOULD BE IDENTIFIED SEPARATELY.

13. UNIFORM COMMERCIAL CODE:

THE UNIFORM COMMERCIAL CODE (FLORIDA STATUTES, CHAPTER 672) SHALL PREVAIL AS THE BASIS FOR CONTRACTUAL OBLIGATIONS BETWEEN THE AWARDED VENDOR/CONTRACTOR AND EMERALD COAST UTILITIES AUTHORITY FOR ANY TERMS AND CONDITIONS NOT SPECIFICALLY STATED IN THIS INVITATION FOR BID.

14. EXECUTION OF CONTRACT:

ANY ACTION OF ECUA IN AWARDING THE PURCHASE OF ANY MATERIAL OR PERFORMANCE OF A SERVICE IS SUBJECT TO AND CONDITIONED UPON THE EXECUTION OF A WRITTEN PURCHASE CONTRACT AND/OR A PURCHASE ORDER BETWEEN ECUA AND THE VENDOR.

15. CONTRACTUAL AGREEMENT:

THIS INVITATION FOR BID SHALL BE INCLUDED AND INCORPORATED IN THE FINAL CONTRACT OR PURCHASE ORDER. THE ORDER OF CONTRACT PRECEDENCE WILL BE THE CONTRACT (PURCHASE ORDER), BID DOCUMENT AND RESPONSE. ANY AND ALL LEGAL ACTION NECESSARY TO ENFORCE THE CONTRACT WILL BE HELD IN ESCAMBIA COUNTY AND THE CONTRACT WILL BE INTERPRETED ACCORDING TO THE LAWS OF FLORIDA.

16. PROTESTS:

ANY PERSON WHOSE SUBSTANTIAL INTERESTS ARE DIRECTLY AND ADVERSELY AFFECTED BY THE AWARD OR INTENDED AWARD OF A PURCHASE ORDER OR CONTRACT OR BY PLANS OR SPECIFICATIONS CONTAINED IN AN INVITATION TO BID OR REQUEST FOR PROPOSALS MAY FILE A PROTEST IN ACCORDANCE WITH THE FOLLOWING RULES AND SECTION 12 OF THE ECUA ACT (CHAPTER 2001-324, LAWS OF FLORIDA AS AMENDED).

NOTICE OF PROTEST OF PLANS, SPECIFICATIONS OR OTHER REQUIREMENTS CONTAINED IN AN INVITATION TO BID OR IN A REQUEST FOR PROPOSALS SHALL BE FILED NOT LATER THAN 5:00 P.M. OF THE THIRD BUSINESS DAY FOLLOWING RECEIPT OF THE PLANS OR SPECIFICATIONS. NOTICE OF PROTEST OF THE REJECTION OF A BID OR PROPOSAL AS NON-RESPONSIVE SHALL BE FILED NOT LATER THAN 5:00 P.M. OF THE THIRD BUSINESS DAY FOLLOWING NOTICE TO THE BIDDER OF THE REJECTION. NOTICE OF PROTEST OF THE AWARD OR INTENDED AWARD OF A PURCHASE ORDER OR CONTRACT TO THE LOWEST BIDDER SHOWN ON A POSTED BID TABULATION SHALL BE FILED NOT LATER THAN 5:00 P.M. OF THE THIRD BUSINESS DAY FOLLOWING THE POSTING OF THE BID TABULATION. NOTICE OF PROTEST OF THE AWARD OR INTENDED AWARD OF A PURCHASE ORDER OR CONTRACT TO A BIDDER OTHER THAN THE LOWEST BIDDER SHOWN ON A POSTED BID TABULATION SHALL BE FILED NOT LATER THAN 5:00 P.M. OF THE THIRD BUSINESS DAY FOLLOWING NOTICE OF THE AWARD OF A PURCHASE ORDER OR CONTRACT.

A NOTICE OF PROTEST SHALL BE IN WRITING AND SHALL STATE THE SUBJECT MATTER OF THE PROTEST.

A FORMAL WRITTEN PROTEST SHALL BE FILED WITHIN SEVEN (7) BUSINESS DAYS AFTER THE FILING OF NOTICE OF PROTEST. A FORMAL WRITTEN PROTEST SHALL STATE WITH PARTICULARITY THE FACTS AND THE LAW ON WHICH THE PROTEST IS BASED.

NOTICE OF PROTEST AND FORMAL WRITTEN PROTEST OF PLANS OR SPECIFICATIONS FOR OR THE AWARD OR INTENDED AWARD OF A CONTRACT SHALL BE FILED WITH THE EXECUTIVE DIRECTOR OR HIS OR HER DESIGNEE.

FAILURE TO FILE A NOTICE OF PROTEST OR FAILURE TO FILE A FORMAL WRITTEN PROTEST WITHIN THE TIMES PERMITTED SHALL CONSTITUTE A WAIVER OF PROCEEDINGS UNDER THESE RULES AND UNDER SECTION 12 OF CHAPTER 2001-324, LAWS OF FLORIDA, AS AMENDED.

UPON RECEIPT OF A NOTICE OF PROTEST WHICH HAS BEEN TIMELY FILED, THE EXECUTIVE DIRECTOR SHALL STOP THE BID SOLICITATION OR PURCHASE ORDER OR CONTRACT AWARD PROCESS UNTIL THE PROTEST HAS BEEN RESOLVED. HOWEVER, THE BID SOLICITATION OR PURCHASE ORDER OR CONTRACT AWARD PROCESS MAY PROCEED WHEN THE EXECUTIVE DIRECTOR DETERMINES THAT DELAY WOULD BE DETRIMENTAL TO THE INTERESTS OF ECUA. ANY AWARD OF A PURCHASE ORDER OR CONTRACT UNDER SUCH CONDITIONS SHALL BE SUBJECT TO THE OUTCOME OF THE PROTEST. AFTER THE AWARD OF A CONTRACT OR PURCHASE ORDER RESULTING FROM A BID IN WHICH A TIMELY PROTEST WAS RECEIVED AND IN WHICH ECUA DID NOT PREVAIL, ECUA MAY TAKE SUCH ACTION AS IT CONSIDERS APPROPRIATE, WHICH MAY INCLUDE, BUT SHALL NOT BE LIMITED TO, AWARD OF THE CONTRACT OR PURCHASE ORDER TO THE PREVAILING PARTY, CANCELLATION OF THE CONTRACT OR PURCHASE ORDER, OR REBIDDING.

THE EXECUTIVE DIRECTOR SHALL PROVIDE REASONABLE OPPORTUNITY TO RESOLVE A PROTEST BY AGREEMENT. IF AGREEMENT IS NOT REACHED WITHIN SUCH TIME AS THE

EXECUTIVE DIRECTOR OR HIS OR HER DESIGNEE CONSIDERS REASONABLE UNDER THE CIRCUMSTANCES, THE EXECUTIVE DIRECTOR OR HIS OR HER DESIGNEE SHALL REVIEW THE FACTS AND THE LAW ON WHICH THE PROTEST IS BASED, AND SHALL RENDER A DECISION WHICH SHALL BE IN WRITING AND SHALL BE PROMPTLY TRANSMITTED TO THE PROTESTOR.

IF THE PROTESTOR WISHES TO CONTINUE THE PROTEST BEYOND THE DECISION OF THE EXECUTIVE DIRECTOR OR HIS OR HER DESIGNEE, THE PROTESTOR SHALL BE REQUIRED TO FILE A PETITION FOR REVIEW BY THE ECUA BOARD. THIS PETITION SHALL BE MADE IN WRITING AND PRESENTED TO THE EXECUTIVE DIRECTOR WITHIN TEN (10) DAYS AFTER NOTICE OF THE DECISION OF THE EXECUTIVE DIRECTOR OR HIS OR HER DESIGNEE; OTHERWISE, THE DECISION OF THE EXECUTIVE DIRECTOR OR HIS OR HER DESIGNEE SHALL BE FINAL AND BINDING. SUCH PETITION SHALL STATE THE PARTICULAR GROUNDS ON WHICH IT IS BASED AND MAY INCLUDE PERTINENT DOCUMENTS AND EVIDENCE RELATING THERETO. ANY GROUNDS NOT STATED SHALL BE DEEMED TO HAVE BEEN WAIVED BY THE PROTESTOR. THIS PETITION MUST ALSO BE ACCOMPANIED BY A PROTEST BOND OF AN AMOUNT EQUAL TO 1.0 PERCENT (1%) OF THE VALUE OF THE SOLICITATION, BUT IN NO CASE LESS THAN \$1,000 NOR GREATER THAN \$10,000.00. THIS BOND SHALL BE IN THE FORM OF A MONEY ORDER, CERTIFIED CASHIER'S CHECK, OR CERTIFIED BANK CHECK MADE PAYABLE TO THE EMERALD COAST UTILITIES AUTHORITY. FAILURE TO POST SUCH BOND WITHIN TEN (10) BUSINESS DAYS AFTER THE DECISION OF THE EXECUTIVE DIRECTOR OR HIS OR HER DESIGNEE SHALL RESULT IN THE PROTEST BEING DISMISSED BY THE EXECUTIVE DIRECTOR.

THE BOND REQUIRED BY THE ABOVE PARAGRAPH SHALL BE CONDITIONED UPON THE PAYMENT OF ALL COSTS AND CHARGES WHICH MAY BE ADJUDGED AGAINST THE PERSON FILING THE PETITION FOR REVIEW. IF THE PROTESTOR PREVAILS, THE BOND SHALL BE RETURNED TO THE PROTESTOR. IF HOWEVER, ECUA PREVAILS, THE BOND SHALL BE FORFEITED, AND ECUA SHALL BE ENTITLED TO RECOVER THE COSTS AND CHARGES, EXCLUDING ATTORNEY'S FEES, OF SUCH HEARING. THE ENTIRE AMOUNT OF THE BOND ALSO SHALL BE FORFEITED IF IT IS DETERMINED THAT A PROTEST WAS FILED FOR A FRIVOLOUS OR IMPROPER PURPOSE, INCLUDING, BUT NOT LIMITED TO, THE PURPOSE OF HARASSING, CAUSING UNNECESSARY DELAY, OR CAUSING NEEDLESS COST FOR ECUA OR ANOTHER INTERESTED PARTY/PARTIES.

ANY NOTICE REQUIRED OR PERMITTED UNDER THIS BID PROTEST PROCEDURE SHALL BE EFFECTIVE WHEN DELIVERED PERSONALLY OR BY FACSIMILE, OR WHEN DEPOSITED IN THE U.S. MAIL. IF NOTICE IS GIVEN ONLY BY MAIL, THREE (3) DAYS SHALL BE ADDED TO THE TIME WITHIN WHICH A PROTESTOR MAY FILE A NOTICE OF PROTEST OR PETITION FOR REVIEW.

**TABLE OF CONTENTS**

**DIVISION 2**

02576      SANITARY SEWER FORCE MAINS, RECLAIMED WATER MAINS,  
AND APPURTENANCES.....10 - 19

## **SECTION 02576 – SANITARY SEWER FORCE MAINS, RECLAIMED WATER MAINS, AND APPURTENANCES**

### **PART 1 – GENERAL**

#### **1.01 General Description of Work Covered**

Furnish pipe, fittings, and accessories required for sanitary sewer force mains and reclaimed water mains.

#### **1.02 Quality Assurance**

##### **A. AWWA Standards**

Construction materials and methods shall comply with the requirements of the latest published edition of American Water Works Association (AWWA) Standards. Applicable standards are listed herein these specifications; any other standards mentioned in the standards listed herein are incorporated by reference.

##### **B. ASTM Standards**

In addition, construction materials and methods shall also comply with the requirements of the latest published editions of the American Society for Testing and Materials (ASTM) Standards.

#### **1.03 Accepted Manufacturers**

A. To ensure compatibility with previously installed piping, bids will only be accepted from the following manufacturers:

1. American Cast Iron Pipe Company (ACIPCO)
2. Clow
3. U.S. Pipe

### **PART 2 – MATERIALS AND EQUIPMENT**

#### **2.01 General**

All items furnished shall be new and unused. Pipe to be furnished will be epoxy lined ductile iron pipe, pressure class 200 minimum as per AWWA C151 with epoxy lined Ductile Iron fittings unless described otherwise in the bid documents. All pipe, fittings and accessories shall be suitable and rated for appropriate pressure use, and shall be made in the United States.

#### **2.02 Delivery, Storage and Handling**

Certificates of compliance with specifications shall be required for all materials used on the project. All materials shall be protected during transportation, unloading, storage, and subsequent handling to avoid physical damage. All materials shall be stored to prevent physical deterioration due to sun

and weather. The ECUA reserves the right to reject material, which in any way does not meet the requirements of these Specifications.

## 2.03 Force Mains and Reclaimed Water Mains

### A. Ductile Iron Pipe (DIP)

#### 1. General

##### a. Standards:

Ductile iron pipe shall conform to AWWA C151, subject to the following supplemental requirements. The pipe shall be of the diameter and class indicated, and all specials and fittings shall be provided as indicated herein.

##### b. Inspection:

All pipes shall be subject to inspection at the place of manufacture, in accordance with the provisions of the referenced standards, as supplemented by the requirements herein.

##### c. Plant Access:

During the manufacture of the pipe, the ENGINEER and OWNER shall be given access to all areas where manufacturing and testing is in process and shall be permitted to make all inspections necessary to confirm compliance with the Specifications.

##### d. Tests:

Except as modified herein, all materials used in the manufacture of the pipe shall be tested in accordance with requirements as applicable.

##### e. Test Costs:

The MANUFACTURER shall perform said material tests at no additional cost to the OWNER. The ENGINEER and OWNER shall have the right to witness all testing conducted by the MANUFACTURER, provided that the MANUFACTURER's schedule is not delayed for the convenience of the ENGINEER and OWNER.

##### f. Quality Assurance:

All pipe material suppliers shall be ISO 9001:2000 registered or provide the services of an independent inspection agency. Prior to the start of manufacturing, any manufacturer not meeting the ISO registration requirements shall submit to the OWNER or OWNER's ENGINEER the name of an independent inspection agency for approval. The independent inspection agency shall be responsible for sample monitoring of chemical and mechanical tests, sample visual inspection of quality assurance tests performed on in-process pipe and fittings, and a sample visual and dimensional inspection on finished product for this project. A certified inspection report from the independent inspection agency of all witnessed tests shall be supplied to the Owner or Owner's Engineers within ten (10) calendar days of completion of pipe manufacturing.

Chemical samples shall be taken from each ladle of iron, and the manufacturer's chemical control limits shall be maintained for at least the following elements: carbon, sulfur, phosphorus, silicon, magnesium, chromium, manganese, tin, aluminum, cerium, copper, and lead. When chemical values fall outside the manufacturer's control limits, additional mechanical property testing shall be performed to assure minimum mechanical properties are met.

g. Factory Hydrostatic Test:

All pipes shall be subject to a factory hydrostatic test of at least 500 psi for a period of not less than 10 seconds. For 30 inches and larger, the pressure will then be elevated to a peak pressure that induces a stress in the pipe wall equivalent to 75% of the minimum specified yield strength of ductile iron (42,000 psi).

h. Affidavits:

Upon request, the MANUFACTURER shall submit affidavits of compliance for the following:

- 1) Ductile iron pipe in accordance with the requirements of AWWA C151 and these specifications.
- 2) Ceramic epoxy lining of ductile iron pipe, specials, and fittings in accordance with the requirements of these specifications.
- 3) Rubber gasket joints for ductile iron pressure pipe and fittings in accordance with the requirements of AWWA C111 and these specifications.
- 4) Charpy impact testing of ductile iron used in the manufacture of pipe shall be performed in accordance with AWWA C151.  
The minimum corrected absorbed energy (ft.-lb.) shall be as follows:  
7 ft.-lb. at 70°F +/- 10°F
- 5) Low-temperature impact tests shall be made from at least 10% of the test pipe to assure compliance.  
The minimum corrected absorbed energy (ft.-lb.) shall be as follows:  
3 ft.-lb at - 40°F (°C)
- 6) The affidavits of compliance shall be certified by a registered professional engineer.

i. Markings

Each ductile iron pipe section shall be marked to indicate the weight class or nominal thickness, and casting period. The manufacturer's mark, country where cast, year in which the pipe was produced, and the letters DI or DUCTILE shall be cast or stamped on the pipe. All required markings shall be clear and legible, and all cast marks shall be on or near the bell. All letters and numerals shall be not less than 0.5-inch in height.

j. All pipe segments shall be gauged-full-length ("true" round).

2. Pipe Design

- a. Design Parameters: All ductile iron pipes shall be designed and manufactured in accordance with AWWA C150 and AWWA C151, respectively, for the following minimum operating conditions:

- 1) The minimum internal design working pressure shall provide/ensure: (1) a 100-psi surge allowance, (2) a safety factor of 2, and (3) a total internal design pressure of 600 psi. No reduction of safety factor for transient pressures shall be allowed.
- 2) The external loads design criteria shall be a minimum of 4 feet depth of cover at 120 lbs. per cubic feet soil weight, and live load based on one AASHTO H-20 truck load. The thickness design of ductile iron pipe shall be in accordance with AWWA C150.
- 3) The horizontal deflection of epoxy lined ductile iron pipe resulting from external load conditions shall not exceed three percent of the pipe diameter.
- 4) The pipe trench, per AWWA C600, for design purposes shall be:

Laying condition Type 2 – Flat-bottom trench with backfill lightly consolidated to centerline of pipe.

For purposes of restrained joint calculations per the Ductile Iron Pipe Research Association (DIPRA) method, the soil classification\* for both the native trench soil and also the backfill soil to surround the pipe shall be defined with one or more of the following options:

|          |          |          |          |          |           |           |
|----------|----------|----------|----------|----------|-----------|-----------|
| Option A | Option B | Option C | Option D | Option E | Option F  | Option G  |
| Clay 1   | Silt 1   | Clay 2   | Silt 2   | Coh-gran | Sand Silt | Good Sand |

\* As described in DIPRA's "Thrust Restraint Design for Ductile Iron Pipe," latest edition.

- b. Minimum Pipe Class: Ductile iron pipe shall conform to AWWA C151. All pipes shall have a minimum pressure class of 250 PSI.

### 3. Joint Design

- a. General: Ductile Iron pipe and fittings shall be furnished with push-on restrained joints.
- b. Restrained Joints: Restrained joints manufactured by American Cast Iron Pipe, Clow or U.S. Pipe shall be "Flex-Ring" or "Lok-Ring" or "HP Lok" joint pipe type or applicable equivalent. When restrained joints require factory welding, the MANUFACTURER shall qualify all welding procedures and welders used to produce the product per the requirements of a documented quality assurance system based on ANSI/AWS D11.2. Unless otherwise specified, gasket material shall be standard styrene butadiene copolymer (SBR). Restrained joints and restrained joint pipe shall be rated for 350 PSI (16" – 24") and 250 PSI (above 24") or the specified pressure rating of the pipe, whichever is less. The MANUFACTURER shall furnish test results showing that restrained joints in the sizes specified have been successfully tested to at least twice the specified pressure rating of the joint without leakage or failure. Tests shall be performed on pipe with nominal metal thickness less than or equal to that specified for the project.

#### 4. Fittings

- a. General: Fittings shall conform to ANSI/AWWA C111 A21.11, latest revision, and shall be push-on-type unless otherwise shown. Flanged Fittings shall conform to ANSI/AWWA C110/A21.10, latest revision. The AWWA C110 fitting flanges shall have facing and drilling which match AWWA C115 threaded-on flanges which also match ANSI B16.1 Class 125 flanges except where Class 250 are specifically noted. Mechanical Fittings shall conform to ANSI/AWWA C153/A21.53, latest revision. Bolts shall conform to ANSI B18.2.1, latest revision. Nuts shall conform to ANSI B-18.2.2, latest revision. Bolts and nuts shall conform to ANSI B1.1
- b. Lining: Fittings shall be internally lined with ceramic epoxy as specified in Section 2.03.A.5.
- c. Buried Service Fittings: Fittings shall be provided with flex ring joint bells or spigots or their equivalent. Fittings, sizes 4" - 24" shall be rated for 350 psi working pressure. Fittings, sizes 30" - 54" shall be rated for 250 psi working pressure.
- d. Markings: Fittings shall be provided with markings indicating the weight class or nominal thickness, and casting period. The manufacturer's mark, country where cast, year in which the fitting was produced, and the letters DI or DUCTILE shall be cast or stamped on the fitting. All required markings shall be clear and legible. All letters and numerals on fittings shall be not less than 0.5-inch in height.
- e. Joint types allowed:
  - 1) Restrained joints for pipe, valves, and fittings shall be mechanical joints with ductile iron retainer glands equivalent to "Megalug" or push-on type joints equivalent to "Flex-Ring" or "Lok-Ring" or "HP Lok" – with minimum rated working pressure of 250 psi. Restrained joints shall be capable of being deflected after assembly and they shall have a preset deflection of no more than 5 degrees while being able to take up to 3 degrees of deflection after burial.

#### 5. Ceramic Epoxy Lining (Interior)

- a. Condition of Ductile Iron Prior to Surface Preparation

All ductile pipe, fittings and solid sleeves shall be delivered to the application facility without asphalt, or any other lining on the interior surface. No coating shall have been applied to the first six inches of the exterior of the spigot ends.

Prior to delivery to the application facility, the interior surfaces of the ductile iron pipe, fittings and solid sleeves shall be ground smooth by an abrasive wheel, or equivalent method, of all flakes, ripples, blow holes/bubbles or other casting imperfections by the manufacturer.
- b. Lining Material

The material shall be an amine cured novalac epoxy containing at least 20% by volume of ceramic quartz pigment. For completion of Proposal Form herein, Permox-CTF Ceramic Epoxy to be quoted as base bid and Ceramapure PL90 Ceramic Epoxy (based on manufacturer recommended limits) to be quoted as alternate bid. Ceramapure PL90 is considered an acceptable alternate.
- c. Application
  - 1) Applicator

The lining shall be applied by the coating manufacturer's certified firm with a successful history of applying linings to the interior of ductile iron pipe and

fittings. The firm shall have a current ISO 9001 Quality Assurance Standard Certification.

2) Surface Preparation

Prior to abrasive blasting, the entire area to receive the protective lining shall be inspected for oil, grease, etc. Any areas with oil, grease, or any substance that can be removed by solvent, shall be solvent cleaned to remove those substances. After the surface has been made free of grease, oil or other substances, all areas to receive the protective lining shall be abrasive blasted using sand or grit abrasive media. The entire surface to be lined shall be struck with the blast media so that all rust, loose oxides, etc., are removed from the surface. Only slight stains and tightly adhering oxide may be left on the surface. Any area where rust reappears before lining must be reblasted.

3) Lining

After surface preparation and within 8 hours of surface preparation, the interior of the pipe, fittings and solid sleeves shall receive 40 mils nominal dry film thickness (DFT) of Permox-CTF (within 12 hours of surface preparation if using Ceramapure PL90). No lining shall take place when the substrate or ambient temperature is below 40°F. The surface also must be dry and dust free.

4) Coating of Bell Sockets and Spigot Ends

Due to the tolerances involved, the gasket area and spigot end up to 6 inches back from the end of the spigot end must be coated with 6 mils nominal, 10 mils maximum using Permox-CTF Joint Compound or Ceramapure Joint Compound. The Joint Compound shall be applied by brush to ensure coverage. Care should be taken that the Joint Compound is smooth without excess buildup in the gasket seat or on the spigot ends. Coating of the gasket seat and spigot ends shall be done after the application of the lining.

5) Number of Coats

The number of coats of lining material applied shall be as recommended by the lining manufacturer. However, in no case shall this material be applied above the dry film thickness per coat recommended by the lining manufacturer in printed literature. The maximum or minimum time between coats shall be that time recommended by the lining material manufacturer. To prevent delamination between coats, no material shall be used for lining which is not indefinitely recoatable with itself without roughening of the surface.

6) Touch-Up and Repair

Permox-CTF Joint Compound or Ceramapure PL90 Repair Epoxy shall be used for field cut pipe, touch-up or repair in accordance with manufacturer's written recommendations.

The liner manufacturer shall provide an authorized representative at the project site to instruct and observe the Contractor on the field preparation and application of the joint compound. At a minimum, provide for one 8-hour day of training (in multiple sessions) to instruct the Owner concerning preparation in the field and joint compound application. Manufacturer shall provide sample pieces of various sizes for the training sessions.

d. Inspection and Certification

1) Inspection

- a. All ductile iron pipe, fittings and solid sleeve linings shall be checked for thickness using a magnetic film thickness gauge. The thickness testing shall be done using the method outlined in SSPC PA-2 Film Thickness Rating.
- b. The interior lining of all pipe barrels, fittings and solid sleeves shall be tested for pinholes with a non-destructive 2,500 volt holiday test. Full depth interior pipe barrel lining testing shall be performed with a high conductive silicone rubber internal electrode of a diameter required for the pipe tested. All fittings and solid sleeves shall be tested with a silicone rubber brush electrode of a width to ensure full coverage of the internal area of fitting lined. Any defects found shall be repaired prior to shipment.
- c. Each pipe joint and fitting shall be marked with the date of application of the lining system along with its numerical sequence of application on that date and records maintained by the applicator of his work.

2) Certification

The pipe or fitting manufacturer must supply a written certificate attesting to the fact that the applicator met the requirements of this specification, that the material used was as specified, and that the material was applied as required by the specification.

e. Handling of Coated Pipe, Fittings and Solid Sleeves

PermoX-CTF or Ceramapure PL90 lined pipe, fittings and solid sleeves must be handled only from the outside of the pipe, fittings and solid sleeves. No forks, chains, straps, hooks, etc. shall be placed inside the components for lifting, positioning, or installing. The components shall not be dropped or unloaded by rolling. Care should be taken not to let the components strike sharp objects while swinging or being off loaded.

6. Exterior Coating

a. Buried Ductile Iron Pipe, Fittings, Etc.

The exterior of ductile iron pipe, fittings, solid sleeves, etc. shall be coated with an acceptable coating in accordance with AWWA C151, Section 4.4.1.

2.04 Force Main Appurtenances

A. Force Main Fittings

Force main fittings shall include tees, wyes, bends, reducers, and other appurtenances commonly used in pipe construction. Fittings shall meet AWWA Standards specified in Section 2.03 A.4.a. Fittings shall be constructed with restrained joints and be ceramic epoxy lined as specified in Section 2.03.

1. Solid Sleeves

Sleeves (16"–54") shall be Mechanical Joint C-153 Long Sleeve L/ Accessories. Applicable accessories shall be sized to conform to the requirements of the pipe manufacturer. Approved manufacturers include Clow, Tyler Union, Sigma, or equal.

Material: Ductile Iron ASTM A536, Grade 65-45-12, 60-42-10 or 70-50-05.

Working Pressure: 350 psi for 3” - 24” & 250 psi for 30” - 48”.

Testing: In accordance with ANSI / AWWA C153 / A21.53 & UL - FM requirements.

Laying Length: Short body design - straight section of body deleted to provide a compact and lighter fitting without reducing strength or flow characteristics, in accordance with ANSI / AWWA C153 / A21.53.

Coating: Interior of fitting is seal coated in accordance with ANSI / AWWA C104 / A21.4 and NSF61 approved.

Coating: Exterior of fitting is seal coated in accordance with ANSI / AWWA C153/A21.53 and NSF approved.

Gaskets: SBR in accordance with ANSI / AWWA C111 / A21.11.

T-Bolts: Low Alloy corrosion resistant high strength steel in accordance with ANSI / AWWA C111 / A21.11.

Standards: Certified to NSF61 Standard ANSI / AWWA C153 / A21.53 for Compact Ductile Iron Fittings.

2. Mechanical Joint Split Repair Sleeves

The sleeves will be 2-piece with glands that are segmented to fit on an existing line that has been damaged. JCM 114 or approved equal - sized to conform to the requirements of the pipe manufacturer. All materials and hardware provided to be made of stainless steel.

3. Repair Clamps

Clamps shall be full circle and selected based on Table 2.4.1.3 below.

| TABLE 2.4.1.3 - REPAIR CLAMP SIZES |                  |
|------------------------------------|------------------|
| Pipe Diameter                      | Maximum Sections |
| Up to 12-inch                      | Single Section   |
| 14-inch to 24-inch                 | Double Section   |
| 26-inch and above                  | Multi Section    |

Repair clamps shall be composed of stainless steel bands and corrosion resistant bolts, SS lugs and full gridded virgin EPR compounded gasket.

Repair clamps shall be sized so that the OD of the existing pipe being repaired falls within the designated range for the clamp size. For pipes with diameter less than 42”, repair clamps shall have a minimum length of one (1) times the diameter of the pipe to give full gasketing at both ends. For pipes with diameter equal to or greater than 42”, minimum length is 3’.

Approved Manufacturers (diameters equal to or less than 24”)

| Manufacturer                           | Model                           |
|--|---------------------------------|
| Ford                                   | FS series (all SS)              |
| JCM                                    | 101,102,103,104,131,132,133,134 |
| Others as approved by ECUA in writing. |                                 |

Approved Manufacturers (diameters greater than 24")

| Manufacturer                           | Model  |
|--|--------|
| PowerSeal                              | 3123AS |
| Others as approved by ECUA in writing. |        |

4. Bell-Joint Clamps

Approved Manufacturers: JCM (Model 143) or approved equal.

General: Steel for bell ring and spigot ring shall meet ASTM A 36.

Gaskets: Shall, at a minimum, meet the requirements of ASTM D 2000.

Bolts and Nuts: High strength low alloy steel trackhead bolts or stainless steel allthread rod. National coarse rolled thread and heavy hex nuts. Steel meets AWWA C111. Type 304 and 316 Stainless Steel bolt material optional.

Coatings: Per this specification, shop coat applied for corrosion protection.

Pressure: Bell-Joint Clamps appropriate for working pressures up to 150 psi.

Sizes: Fabricated to fit all standard ductile iron pipe and bell dimensions.

5. Pipe Restraints

Mechanical Restraint systems shall be provided with 304 stainless steel bolts.

Approved Manufacturers

| Manufacturer                           | Model            |
|--|------------------|
| EBAA Iron Works                        | MegaLug          |
| Star Pipe Products                     | StarGrip Series  |
| Romac Industries, Inc.                 | Roma-Grip Series |
| Others as approved by ECUA in writing. |                  |

PART 3 – EXECUTION

3.01 Packaging

Manufacturer shall recommend the maximum stacking height for extended period storage for coated pipe, fittings and solids sleeves. It is recommended that pipe to be stored for any extended period of time should not be stacked higher than recommended by the manufacturer. To prevent dirt and debris from entering the pipe, bottom tiers should be kept off the ground on timbers, rails, or concrete supports. Pipe on succeeding tiers should be alternated – bell-plain end, plain end-bell, etc. Timbers (4in x 4in) should be placed between all tiers, and chocks should be nailed at each end to prevent movement of the pipe. For safety and convenience, each size should be stacked separately. Practical loading quantities for ductile iron pipe shall be per manufacturer recommendations. Quantities can vary due to changes in joints, classes, ICC tariff, linings, weights, dunnage, other material or sizes included in loads, etc. Fittings are to be packaged with all

necessary gaskets, hardware, etc. Items coming in boxes or packaging should be transported bound in pairs and on pallets for security and ability to unload multiple items by forklift.

3.02 Transporting

Bid pricing shall include all costs associated with transportation and unloading, as specified, of the components to / in a building at 9250 Sturdevant Street, Pensacola, FL (Ellyson Field). Prior to arrival, ECUA staff (Keith Fell @ 850-969-6653, Pete Wilkinson @ 850-969-6529 or Tony Johnson @ 850-969-6680) shall be contacted for coordination purposes, review of components prior to unloading, and supervision during unloading and stacking on pallets. Multiple shipments, as packaged above, are desirable.

3.03 Off-loading

SUPPLIER / VENDOR shall be responsible for the off-loading and coordinated placement of the components inside a large building located at the address indicated above. The large building (old aircraft hangar) has large entry / exit doors, thus access is not a problem. Off-loading and coordinated placement includes stacking large items in designated clear spaces on the floor and placement on supported metal shelves, as directed by the OWNER. A minimum of five (5) business days' notice shall be provided to the OWNER prior to the scheduled delivery date(s). Deliveries will only be accepted between the hours of 7:00 am and 2:30 pm local time, except weekends and ECUA holidays.

3.04 Liquidated Damages

- A. For every full week the components are late beyond the timeframe contained in the proposal form, 2% of the component price shall be deducted from the unit price of that component.

**END OF SECTION 02576**

**RISK MANAGEMENT POLICY AND STANDARDS  
FOR  
AGREEMENTS, CONTRACTS AND LEASES**

**DEFINITIONS**

The following definitions apply to these Risk Management Provisions:

**Contract** - The contract or agreement of which these Risk Management Provisions are a part for the construction, alteration, repair, or demolition of a structure or facility.

**Organization** - The Emerald Coast Utilities Authority, a local governmental body of the State of Florida, its Board, officers, employees, volunteers, representatives, and agents.

**Other Party** - The other party to the Contract of which these Risk Management Provisions are a part, any subsidiaries or affiliates, officers, employees, volunteers, representatives, agents, contractors, and subcontractors.

**HOLD HARMLESS**

The Other Party agrees to hold the Organization and the members of its governing board and its other officers and employees harmless against all claims for bodily injury, sickness, disease, death, personal injury, or damage to property or loss of use resulting therefrom, arising out of or related to the Contract, to the extent such claims are caused by the negligence, recklessness, or intentional wrongful misconduct of the Other Party and persons or entities employed or utilized by the Other Party in the performance of the Contract.

**PAYMENT ON BEHALF OF ORGANIZATION**

The Other Party agrees to pay on behalf of the Organization all claims described in the above "Hold Harmless" paragraph, and to pay the reasonable costs and fees of the attorneys selected by the Organization, at trial and on appeal, to defend the Organization and its officers and employees against such claims. Provided, however, that the total liability of the Other Party to the Organization under the above "Hold Harmless" paragraph and this "Payment on Behalf of Organization" paragraph shall not exceed the sum of One Million Dollars (\$1,000,000) per claim or occurrence.

Such payment on behalf of the Organization shall be in addition to any and all other legal remedies available to the Organization and shall not be considered to the exclusive remedy of the Organization.

## **LOSS CONTROLS/SAFETY**

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

The Organization may order work to be stopped if conditions exist that present immediate danger to persons or property. The Other party acknowledges that such stoppage will not shift responsibility for any loss or damages from the Other Party to the Organization.

## **SEVERABILITY**

The provisions of these Risk Management Provisions are severable. In the event a court of competent jurisdiction should declare any provision of these Risk Management Provisions to be void or contrary to public policy such provision shall be stricken from these Risk Management Provisions, and the remaining provisions shall be enforced as though the provision determined to be void or contrary to public policy had not been included herein.

## **INSURANCE - BASIC COVERAGES REQUIRED**

The Other Party shall procure and maintain the following described insurance, except for coverages specifically waived by the Organization, on policies and with insurers acceptable to the Organization. These insurers shall have A.M. Best (or equivalent) rating of no less than A:VII unless otherwise agreed to by the Organization.

These insurance requirements shall not limit the liability of the Other Party. The Organization does not represent these types or amounts of insurance to be sufficient or adequate to protect the Other Party's interests or liabilities, but are merely minimums.

Except for workers compensation, the Other Party waives its right of recovery against the Organization, to the extent permitted by its insurance policies.

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

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

## **Additional Insured**

Except for workers compensation and professional liability, the Other Party's insurance policies shall be endorsed to name the Organization as an additional insured for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by the Other Party's acts or omissions; or the

acts or omissions of those acting on the Other Party's behalf; in the performance of the Other Party's ongoing operations for the Organization. The preferred Commercial General Liability coverage endorsement is ISO Form CG 20 10.

### **Workers Compensation Coverage**

The Other Party shall purchase and maintain workers compensation insurance for all workers compensation obligations imposed by state law and employer's liability limits of at least \$100,000 each accident and \$100,000 each employee/\$500,000 policy limit for disease.

The Other Party shall also purchase any other coverages required by law for the benefit of employees.

### **General, Automobile and Excess or Umbrella Liability Coverage**

The Other Party shall purchase and maintain coverage on forms no more restrictive than the latest editions of the Commercial General Liability and Business Auto policies of the Insurance Services Office.

Minimum limits of \$1,000,000 per occurrence for all liability must be provided, with excess or umbrella insurance making up the difference, if any, between the policy limits of underlying policies (including employers liability required in the Workers Compensation Coverage section) and the total amount of coverage required.

### **Commercial General Liability Coverage - Occurrence Form Required**

Coverage A shall include bodily injury and property damage liability for premises, operations, products and completed operations, independent contractors, contractual liability covering this agreement, contract or lease, broad form property damage, and property damage resulting from explosion, collapse or underground (x,c,u) exposures.

Coverage B shall include personal injury.

Coverage C, medical payments, is not required.

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

### **Business Auto Liability Coverage**

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

## **Excess or Umbrella Liability Coverage**

Umbrella Liability insurance is preferred, but an Excess Liability equivalent may be allowed. Whichever type of coverage is provided, it should be at least “following form” and shall not be more restrictive than the underlying insurance policy coverages.

## **EVIDENCE/CERTIFICATES OF INSURANCE**

Required insurance shall be documented in Certificates of Insurance, including indication that the policy(s) is endorsed to provide the Organization at least 30 days in advance notice of cancellation, nonrenewal or adverse change.

New Certificates of Insurance are to be provided to the Organization at least 15 days prior to coverage renewals.

If requested by the Organization, the Other Party shall furnish complete copies of the Other Party’s insurance policies, forms and endorsements.

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

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

## **ADDITIONAL INSURANCE**

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

### **Property Coverage for Leases**

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

Coverage shall also include continued full payment of rents to the Organization for up to one year after damage or destruction of the property.

### **Commercial General Liability Coverage Project Aggregate**

Because the Commercial General Liability form of coverage includes an annual aggregate limitation on the amount of insurance provided, a separate project aggregate limit of \$1,000,000 is required by the Organization for this agreement or contract.

**Liquor Liability Coverage**

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

**Owners Protective Liability Coverage**

For renovation or construction contracts the Other Party shall provide for the Organization an owners protective liability insurance policy (preferably through the Other Party's insurer) in the name of the Organization.

This is redundant coverage if the Organization is named as an additional insured in the Other Party's Commercial General Liability insurance policy. However, this separate policy may be the only source of coverage if the Other Party's liability coverage limit is used up by other claims.

**Builders Risk Coverage**

Builders Risk insurance is to be purchased to cover subject property for special perils (all risks or equivalent) of loss (including theft and sinkhole), subject to a waiver of coinsurance, and covering on-site and off-site storage, transit and installation risks as indicated in the Installation Floater and Motor Truck Cargo insurance described hereafter, if such coverages are not separately provided.

If flood and/or earthquake risks exist, flood and/or earthquake insurance are to be purchased.

If there is loss of income, extra expense and/or expediting expense exposure, such coverage is to be purchased.

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

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

**Installation Floater Coverage**

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

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

**Motor Truck Cargo Coverage**

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

**Contractor's Equipment Coverage**

Contractor's Equipment insurance is to be purchased to cover loss of equipment and machinery utilized in the performance of work by the Other Party. All risks coverage is preferred.

**Fidelity/Dishonesty Coverage - for Employer**

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

**Fidelity/Dishonesty/Liability Coverage - for Organization**

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

**Garage Liability Coverage**

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

**Garagekeepers Coverage (Legal Liability Form)**

Garagekeepers Liability insurance is to be purchased to cover the Other Party's liability for damage or other loss, including comprehensive and collision risks, to the Organization's vehicles while in the care, custody and control of the Other Party. This form of coverage responds only when the Other Party is legally liable for the loss.

**Garagekeepers Coverage (Direct-Excess Form)**

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

**Watercraft Liability Coverage**

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

Coverage may be provided in the form of an endorsement to the general liability policy, or in the form of a separate policy covering Watercraft Liability or Protection and Indemnity for bodily injury and property damage.

**United States Longshoremen and Harborworkers Act Coverage**

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

**Jones Act Coverage**

The Workers Compensation policy is to be endorsed to include Jones Act Coverage for applicable exposures (for work on, over or in navigable waters) which may arise from this agreement or contract.

**Aircraft Liability Coverage**

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

The minimum limits of coverage shall be \$\_\_\_,000,000 per occurrence, Combined Single Limit for Bodily Injury (including passenger liability) and Property Damage.

**Pollution/Environmental Impairment Liability Coverage**

Pollution/environmental impairment liability insurance is to be purchased to cover pollution and/or environmental impairment which may arise from this agreement or contract. The recommended minimum coverage is \$1,000,000. The coverage period shall be extended beyond the date of the completed project, until the expiration date of the performance bond.

## **PROFESSIONAL LIABILITY, MALPRACTICE AND/OR ERRORS OR OMISSIONS**

If checked below, the Organization requires the following terms and types of insurance for professional, malpractice, and errors or omissions liability.

**Hold Harmless**

The following replaces the previous Hold Harmless wording.

The Organization shall be held harmless against all claims for bodily injury, sickness, disease, death or personal injury or damage to property or loss of use resulting therefrom arising out of performance of the agreement or contract, unless such claims are a result of the Organization's sole negligence.

The Organization shall also be held harmless against all claims for financial loss with respect to the provision of or failure to provide professional or other services resulting in professional, malpractice, or errors or omissions liability arising out of performance of the agreement or contract, unless such claims are a result of the Organization's sole negligence.

**Professional Liability/Malpractice/Errors or Omissions Insurance**

The Other Party shall purchase and maintain professional liability or malpractice or errors or omissions insurance with minimum limits of \$\_\_,000,000 per occurrence.

If a claims made form of coverage is provided, the retroactive date of coverage shall be no later than the inception date of claims made coverage, unless the prior policy was extended indefinitely to cover prior acts.

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

The Other Party shall procure and maintain the following described insurance, except for coverages specifically waived by the Organization, on policies and with insurers acceptable to the Organization.

These insurance requirements shall not limit the liability of the Other Party. The Organization does not represent these types or amounts of insurance to be sufficient or adequate to protect the Other Party's interests or liabilities, but are merely minimums.

Except for workers compensation, the Other Party waives its right of recovery against the Organization, to the extent permitted by its insurance policies.

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

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

# EMERALD COAST UTILITIES AUTHORITY

## GENERAL PROVISIONS

### PURCHASE ORDER/CONTRACT

1. Supplies are of domestic origin unless indicated by quoter.
  - 1.a. If you are unable to quote, please advise. This request does not commit Emerald Coast Utilities Authority to pay any cost incurred in the preparation or submission of this quotation or to procure or contract for supplies or services.
2. DELIVERY, INSPECTION AND ACCEPTANCE – Delivery, inspection and acceptance will be at destination unless otherwise provided. Until delivery and acceptance and after any rejections, risk of loss will be on the Contractor unless loss results from negligence of ECUA. Notwithstanding the requirements for any ECUA inspection and test contained in specifications applicable to this contract, except where specialized inspections or tests are specified for performance solely by ECUA, the contractor shall perform or have performed the inspections and tests required to substantiate that the supplies and services provided under the contract conform to the drawings, specifications, and contract requirements listed herein, including if applicable, the technical requirements for the manufacturer's part numbers specified herein.
3. ENTIRE AGREEMENT – The terms, specifications and drawings included in this order when duly executed constitute the entire agreement between the parties unless otherwise stated on the face of the order. No modification or waiver of terms of this agreement shall be binding unless in writing signed by a duly authorized representative of ECUA and confirmed by such a representative of the Vendor. This agreement shall be interpreted in accordance with the laws of the State of Florida.
4. DELIVERY OF EXCESS QUANTITIES OF \$100 OR LESS – The Contractor is responsible for the delivery of each item quantity; within allowable variations, if any. If the Contractor delivers and ECUA receives quantities of any item in excess of the quantity called for (after considering any allowable variation in quantity) such excess quantities will be treated as being delivered for the convenience of the Contractor. ECUA may retain such excess quantities up to \$100 in value without compensating the interests therein. Quantities in excess of \$100 will, at the option of ECUA, either be returned at the Contractor's expense or retained and paid for by ECUA at the contract unit price.
  - 4.a. DELIVERIES – In the event of failure to deliver material of the quality or within the time specified, ECUA may cancel order and buy elsewhere. Failure of ECUA to exercise this option with respect to any installment shall not be deemed a waiver with respect to future installments, if any.
5. DELIVERY TICKETS – All shipments under this agreement shall be accompanied with delivery tickets, or sales slips, in triplicate, which shall contain the following minimum information.
  - a. Name of supplier;
  - b. Blanket Purchase Order number;
  - c. Date of Call;
  - d. Call number;

- e. Itemized list of supplies or services furnished;
- f. Quantity, unit price and extension of each item, less applicable discounts (unit price and extensions need not be shown when incompatible with the use of automated systems, provided that the invoice is itemized to show this information); and
- g. Date of delivery or shipment.

Upon delivery, the receiving office will retain one copy of the related delivery ticket and will sign the other two copies and return them to the supplier or his agent. One of these copies may subsequently be required to support the invoice.

- 6. **PAYMENTS** – Invoices shall be submitted in triplicate (one copy shall be marked “Original”) unless otherwise specified, and shall contain the following information: Contract or Order number, item number, contract description of supplies or services, sizes, quantities, unit prices and extended totals. Bill of Lading number and weight of shipment will be shown for shipments of Bills of Lading. Unless otherwise specified, payment will be made on partial deliveries accepted by ECUA when the amount due on such deliveries so warrants.
- 7. **DISCOUNTS** – In connection with any discount offered, time will be computed from date of delivery suppliers to carrier when acceptance is at the point of origin or from date of delivery at destination when delivery and acceptance are at these points or from the date the correct invoice or voucher is received in the office specified by ECUA, if the latter is later than date of delivery. Payment is deemed to be made for the purpose of earning the discount on the date of mailing of the ECUA check.
- 8. **CONVICT LABOR** – In connection with the performance of work under this contract, the Contractor agrees not to employ any person undergoing sentence of imprisonment except as provided by Public Law 89.176, September 10, 1965 (18 U.S.C. 40821ch21) Executive Order 11755, December 29, 1973.
- 9. **COVENANT AGAINST CONTINGENT FEES** – The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty ECUA shall have the right to annul this contract without liability or in its discretion to deduct from the contract price or consideration or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.
- 10.a. **CONTINGENCIES** – Neither party shall be liable for delays or defaults due to acts of God, government authority or public enemy, war, fires, floods, epidemics, strikes, labor troubles, freight embargoes, or contingencies reasonably beyond its control. The party so affected upon prompt written notice to the other party shall be excused from making or taking deliveries hereunder to the extent of such prevention or restriction. At ECUA’s option, deliveries so omitted shall be made on notice thereof to the Vendor, upon cessation of such contingency even though such might have been operative at the date of this order.
- 10. **GRATUITIES** – (a) ECUA may, by written notice to the Contractor, terminate the right of the Contractor to proceed under this contract if it is found after notice and hearing by the Executive Director or his duly authorized representative, that gratuities (in the form of entertainment, gifts or otherwise) were offered or given by the Contractor, or any agent or representative of the Contractor, to

any officer or employee of ECUA with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performing of such contract, provided, that the existence of the facts upon which the Executive Director or his duly authorized representative make such findings shall be in issue and may be reviewed in any competent court, (b) in the event this contract is terminated as provided in paragraph (a) hereof, ECUA shall be entitled (1) to pursue the same remedies against the Contractor as it could pursue in the event of a breach of the contract by the Contractor and (2) as a penalty and in addition to any other damages to which it may be entitled by law to exemplary damages in an amount (as determined by the Executive Director or his duly authorized representative) which shall be not less than three nor more than ten times the costs incurred by the Contractor in providing any such gratuities to any such officer or employee, (c) The rights and remedies of ECUA provided in this clause shall not be exclusive or in addition to any other rights and remedies provided by law or under the contract.

11. **CONDITION FOR ASSIGNMENT** – This (contract or purchase order) shall not be assigned in full or in part without the consent of ECUA. Such consent shall not relieve the Contractor from its obligations and liabilities.
12. **GOVERNMENT REGULATIONS** – Vendor warrants that all applicable laws and regulations of governmental authority, covering the production, sale and delivery of the materials specified herein, have complied with and shall indemnify and save ECUA harmless from and against any liability or loss resulting from Vendor’s failure to do so.
13. **TAXES** – ECUA is exempt from Federal Taxes on transportation charges and any Federal Excise Tax. If you prepaid transportation, do not pay tax as ECUA will not reimburse you for the taxes paid. ECUA is exempt from State Sales Tax.
14. **CHANGES** – The Purchasing and Stores Manager may at any time, by written order, and without notice to the sureties, make changes, within the general scope of this contract, in (i) drawings, designs, or specifications, where the supplies to be furnished are to be specially manufactured for ECUA in accordance therewith; (ii) method of shipment or packing and (iii) place of delivery. If any such change causes an increase or decrease in the cost of, or the time required for the performance of this contract, whether changed or not changed by any such order, an equitable adjustment shall be made by written modification of this contract.

Any claim by the Contractor for adjustment under this clause must be asserted within 30 days from the date of receipt by the Contractor of the notification of change provided that the Purchasing and Stores Manager, if he decides that the facts justify such action, may receive and act upon any such claim asserted prior to final payment, under the contract. Failure to agree to any adjustment shall be a dispute concerning a question of fact within the meaning of the clause of this contract entitled “Disputes.” However, nothing in this clause shall excuse the Contractor from proceeding with this contract as changed.

15. **TERMINATION FOR DEFAULT** – The Purchasing and Stores Manager, by written notice, may terminate this contract, in whole or in part, for failure of the Contractor to perform any of the provisions hereof, in such event, the Contractor shall be liable for damages; including the excess cost of reprocurring similar supplies or services; provided that if (i) it is determined for any reason that the Contractor was not in default or (ii) the Contractor’s failure to perform is without his and his

subcontractors control, fault or negligence, the termination shall be deemed to be a termination for convenience under paragraph 17. As used in this provision the term “subcontractor” and “subcontractors” means subcontractors at any tier.

16. **TERMINATION FOR CONVENIENCE** – The Purchasing and Stores Manager, by written notice, may terminate this contract, in whole or in part, when it is in the best interest of ECUA. If this contract is for supplies and is so terminated, the Contractor shall be compensated for goods delivered and accepted up to the date of termination at the discretion of the Executive Director. To the extent that this contract is for services and is so terminated, ECUA shall be liable only for payment in accordance with the payment provisions of this contract for services rendered prior to the effective date of termination.
17. **ASSIGNMENT OF CLAIMS** – Claims for monies due or to become due under this Contract shall be assigned only pursuant to the Assignment of Claims Act of 1940, as amended (31 U.S.C 203, 41 U.S.C. 15). However, payments to an assignee of monies under this contract shall not, to the extent provided in said Act, as amended be subject to reduction or set-off (see Clause 12).
18. **EXTENT OF OBLIGATION** – ECUA is obligated under a call-type Purchase Order only to the extent of authorized calls actually placed against this agreement.
19. **PRICING** – The prices to ECUA for all purchases made under this Agreement shall be as low as or lower than those charged the suppliers most favored customer, in addition to any discounts for prompt payment.
20. **WARRANTIES** – The Manufacturer of the equipment supplied under this specification shall provide, at a minimum, a non-prorated warranty for a period of twenty-four (24) months commencing on the date of delivery. The Manufacturer shall guarantee that the equipment furnished is suitable for the purpose intended and free from defects in design, materials and workmanship. In the event that the equipment fails to perform as specified, the Manufacturer shall, at his option, promptly repair, modify, or replace the defective equipment, or Owner’s payment for the products shall be refunded.
21. **PATENTS** – Vendor shall protect and indemnify ECUA against all claims, judgments and expenses arising from infringement or any patent by any of the goods delivered hereunder. Vendor shall defend or settle at its own expense any proceeding brought against ECUA for such infringement provided Vendor is notified promptly of the commencement of such proceeding and is given authority, information and assistance by ECUA for the defense or settlement thereof.
22. **INSTALLATION** – If this order required the services of ECUA experts or employees of ECUA safety rules and fire regulations, Vendor assumes full responsibility for their acts and omissions and agrees to save ECUA harmless from any claims arising therefrom and to accept exclusive liability for payroll and other taxes imposed upon the employer by law. Vendor will undertake to keep the materials and premises involved free from any lien whatever for materials and labor incident to the performance of Vendor’s obligations hereunder. If Vendor furnishes materials and services for construction and improvement of realty and the installation of personalty for a lump sum amount, Vendor agrees to furnish an analysis thereof as ECUA may reasonably require for accounting purposes. Vendor shall be solely responsible for materials furnished by ECUA on other than a charge basis in connection with this order.

23. NON-DISCLOSURE – Without prior written consent of ECUA in each instance, Vendor shall not reveal to a third party the details, characteristics or any information on materials made to the special order for ECUA or use reproductions thereof and any promotional media or reveal that, ECUA is purchasing the materials hereunder.
24. COMMERCIAL WARRANTY – The Contractor agrees that the supplies or services furnished under this contract shall be covered by the most favorable commercial warranties the Contractor gives to any customer for such supplies or services and that the rights and remedies provided herein are in addition to and do not limit any rights to the Emerald Coast Utilities Authority by any other clause of this contract.
25. DEVIATION FROM SPECIFICATIONS – Emerald Coast Utilities Authority has the sole authority to determine if any deviation from the specifications cited is acceptable.

## EQUAL OPPORTUNITY CLAUSE

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

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

(2) 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 consideration for employment without regard to race, color, creed/religion, sex, national origin, disability/handicap, age, marital status, veteran status, or any other legally protected status.

(3) The contractor will send to each labor union or representative of workers which he has a collective bargaining agreement or other contract or understanding, a notice advising the labor union or workers' representative of the contractor's commitments under Section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further contracts with the Emerald Coast Utilities Authority. Provided, however, that no such action shall be taken without prior notice to the contractor and an opportunity for a hearing before the governing Board of the Emerald Coast Utilities Authority or its designee.

(5) The contractor will include the provisions of paragraphs (1) through (4) in every subcontract or purchase order for an amount exceeding ten thousand dollars (\$10,000) in any twelve (12) month period, so that such provisions will be binding upon each subcontractor or vendor.

---

Signature

---

Date

---

Name & Title of Signer

## CERTIFICATION OF NONSEGREGATED FACILITIES

By the submission of this bid, the bidder, offeror, applicant, or subcontractor certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location under his control, where segregated facilities are maintained. He certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The bidder, offeror, applicant, or subcontractor agrees that a breach of this certification is a violation of the Equal Opportunity Clause in this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, creed/religion, national origin, age, marital status, or veteran status because of habit, local custom, or otherwise. He further agrees that (except where he has obtained identical certifications from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts or purchase orders exceeding \$10,000; that he will retain such certifications in his files and make them available to the Emerald Coast Utilities Authority upon request.

Provided, however, that such certifications shall not be required in the case of purchase orders or contracts which, in case of a Federal Government contract or subcontract, would be exempt from compliance with the Equal Opportunity Clause by 41 CFR S60-1.5. This section provides for the exemption of transactions not exceeding \$10,000, contracts and subcontracts for indefinite quantities established not to exceed \$10,000 in any contract year, contracts with certain educational institutions, work on or near Indian reservations, facilities (including, but not limited to, agencies, instrumentalities or subdivision of state or local government) which are separate and distinct from activities of the prime contractor or subcontractor related to the performance of the contract or subcontract, and emergencies involving national security.

---

Signature

---

Date

---

Name & Title of Signer

**DRUG-FREE WORKPLACE FORM**

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that \_\_\_\_\_ does:

(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 1893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

\_\_\_\_\_  
Bidder's Signature

\_\_\_\_\_  
Date

Company: \_\_\_\_\_

Bid/RFP/PO: \_\_\_\_\_

EMERALD COAST UTILITIES AUTHORITY  
 BID NUMBER: 2014 04  
 TRANSMISSION MAIN INTERRUPTION PLAN COMPONENTS  
 PROPOSAL FORM

TO: EMERALD COAST UTILITIES AUTHORITY  
 PENSACOLA, FLORIDA

DATE: \_\_\_\_\_

GENTLEMEN:

IN ACCORDANCE WITH YOUR REQUEST FOR BIDS, INSTRUCTIONS AND SPECIFICATIONS, ATTACHED HERETO, AND SUBJECT TO ALL CONDITIONS THEREOF, I (WE), THE UNDERSIGNED, HEREBY PROPOSE AND AGREE IF THIS PROPOSAL IS ACCEPTED, TO CONTRACT WITH THE EMERALD COAST UTILITIES AUTHORITY TO FURNISH ANY ITEMS OR SERVICE REQUESTED HEREIN AND DELIVER SAME WITHOUT ADDITIONAL COST TO THE EMERALD COAST UTILITIES AUTHORITY AT THE SPECIFIED LOCATION FOR THE BID(S) LISTED BELOW.

THE UNDERSIGNED FURTHER DECLARES THAT HE HAS CAREFULLY EXAMINED THE SPECIFICATIONS AND IS THOROUGHLY FAMILIAR WITH THEM AND THEIR PROVISION. HE FURTHER DECLARES THAT NO OTHER PERSON OTHER THAN THE BIDDER HEREIN NAMED HAS ANY INTEREST IN THIS PROPOSAL OR IN THE CONNECTION WITH ANY OTHER PERSON(S) MAKING PROPOSAL FOR THE SAME ARTICLES, AND IT IS IN ALL RESPECTS FAIR AND WITHOUT COLLUSION AND FRAUD.

FAILURE TO PROVIDE ALL OF THE FOLLOWING INFORMATION MAY RESULT IN AUTOMATIC REJECTION OF BID.

| ITEM | DESCRIPTION          | QTY | UNIT |  | UNIT PRICE (BASE) | UNIT PRICE (ALT) | AMOUNT (BASE) | AMOUNT (ALT) |
|------|----------------------|-----|------|--|-------------------|------------------|---------------|--------------|
| 1    | 16" - 90 degree bend | 4   | EA   |  | \$                | \$               | \$            | \$           |
| 2    | 20" - 90 degree bend | 4   | EA   |  | \$                | \$               | \$            | \$           |
| 3    | 24" - 90 degree bend | 4   | EA   |  | \$                | \$               | \$            | \$           |
| 4    | 30" - 90 degree bend | 4   | EA   |  | \$                | \$               | \$            | \$           |
| 5    | 36" - 90 degree bend | 4   | EA   |  | \$                | \$               | \$            | \$           |
| 6    | 42" - 90 degree bend | 4   | EA   |  | \$                | \$               | \$            | \$           |
| 7    | 48" - 90 degree bend | 4   | EA   |  | \$                | \$               | \$            | \$           |
| 8    | 54" - 90 degree bend | 4   | EA   |  | \$                | \$               | \$            | \$           |
| 9    | 16" - 45 degree bend | 4   | EA   |  | \$                | \$               | \$            | \$           |
| 10   | 20" - 45 degree bend | 4   | EA   |  | \$                | \$               | \$            | \$           |
| 11   | 24" - 45 degree bend | 4   | EA   |  | \$                | \$               | \$            | \$           |

| ITEM | DESCRIPTION                 | QTY | UNIT |  | UNIT PRICE (BASE) | UNIT PRICE (ALT) | AMOUNT (BASE) | AMOUNT (ALT) |
|------|-----------------------------|-----|------|--|-------------------|------------------|---------------|--------------|
| 12   | 30" - 45 degree bend        | 4   | EA   |  | \$                | \$               | \$            | \$           |
| 13   | 36" - 45 degree bend        | 4   | EA   |  | \$                | \$               | \$            | \$           |
| 14   | 42" - 45 degree bend        | 4   | EA   |  | \$                | \$               | \$            | \$           |
| 15   | 48" - 45 degree bend        | 4   | EA   |  | \$                | \$               | \$            | \$           |
| 16   | 54" - 45 degree bend        | 4   | EA   |  | \$                | \$               | \$            | \$           |
| 17   | 16" - solid sleeve          | 2   | EA   |  | \$                | \$               | \$            | \$           |
| 18   | 20" - solid sleeve          | 2   | EA   |  | \$                | \$               | \$            | \$           |
| 19   | 24" - solid sleeve          | 2   | EA   |  | \$                | \$               | \$            | \$           |
| 20   | 30" - solid sleeve          | 2   | EA   |  | \$                | \$               | \$            | \$           |
| 21   | 36" - solid sleeve          | 2   | EA   |  | \$                | \$               | \$            | \$           |
| 22   | 42" - solid sleeve          | 2   | EA   |  | \$                | \$               | \$            | \$           |
| 23   | 48" - solid sleeve          | 2   | EA   |  | \$                | \$               | \$            | \$           |
| 24   | 54" - solid sleeve          | 2   | EA   |  | \$                | \$               | \$            | \$           |
| 25   | 16" - split sleeve (2 pc)   | 1   | EA   |  | \$                | \$               | \$            | \$           |
| 26   | 20" - split sleeve (2 pc)   | 1   | EA   |  | \$                | \$               | \$            | \$           |
| 27   | 24" - split sleeve (2 pc)   | 1   | EA   |  | \$                | \$               | \$            | \$           |
| 28   | 30" - split sleeve (2 pc)   | 1   | EA   |  | \$                | \$               | \$            | \$           |
| 29   | 36" - split sleeve (2 pc)   | 1   | EA   |  | \$                | \$               | \$            | \$           |
| 30   | 42" - split sleeve (2 pc)   | 1   | EA   |  | \$                | \$               | \$            | \$           |
| 31   | 48" - split sleeve (2 pc)   | 1   | EA   |  | \$                | \$               | \$            | \$           |
| 32   | 54" - split sleeve (2 pc)   | 1   | EA   |  | \$                | \$               | \$            | \$           |
| 33   | 16"-restrain gland acc kits | 8   | EA   |  | \$                | \$               | \$            | \$           |
| 34   | 20"-restrain gland acc kits | 8   | EA   |  | \$                | \$               | \$            | \$           |
| 35   | 24"-restrain gland acc kits | 8   | EA   |  | \$                | \$               | \$            | \$           |
| 36   | 30"-restrain gland acc kits | 8   | EA   |  | \$                | \$               | \$            | \$           |
| 37   | 36"-restrain gland acc kits | 8   | EA   |  | \$                | \$               | \$            | \$           |
| 38   | 42"-restrain gland acc kits | 8   | EA   |  | \$                | \$               | \$            | \$           |
| 39   | 48"-restrain gland acc kits | 8   | EA   |  | \$                | \$               | \$            | \$           |
| 40   | 54"-restrain gland acc kits | 8   | EA   |  | \$                | \$               | \$            | \$           |
| 41   | 16" - repair clamps         | 2   | EA   |  | \$                | \$               | \$            | \$           |
| 42   | 20" - repair clamps         | 2   | EA   |  | \$                | \$               | \$            | \$           |
| 43   | 24" - repair clamps         | 2   | EA   |  | \$                | \$               | \$            | \$           |
| 44   | 30" - repair clamps         | 2   | EA   |  | \$                | \$               | \$            | \$           |
| 45   | 36" - repair clamps         | 2   | EA   |  | \$                | \$               | \$            | \$           |
| 46   | 42" - repair clamps         | 2   | EA   |  | \$                | \$               | \$            | \$           |
| 47   | 48" - repair clamps         | 2   | EA   |  | \$                | \$               | \$            | \$           |
| 48   | 54" - repair clamps         | 2   | EA   |  | \$                | \$               | \$            | \$           |
| 49   | 16" - bell joint clamp      | 1   | EA   |  | \$                | \$               | \$            | \$           |
| 50   | 20" - bell joint clamp      | 1   | EA   |  | \$                | \$               | \$            | \$           |
| 51   | 24" - bell joint clamp      | 1   | EA   |  | \$                | \$               | \$            | \$           |
| 52   | 30" - bell joint clamp      | 1   | EA   |  | \$                | \$               | \$            | \$           |
| 53   | 36" - bell joint clamp      | 1   | EA   |  | \$                | \$               | \$            | \$           |
| 54   | 42" - bell joint clamp      | 1   | EA   |  | \$                | \$               | \$            | \$           |
| 55   | 48" - bell joint clamp      | 1   | EA   |  | \$                | \$               | \$            | \$           |
| 56   | 54" - bell joint clamp      | 1   | EA   |  | \$                | \$               | \$            | \$           |

| ITEM | DESCRIPTION                                    | QTY | UNIT | ACT LGTH SUPP | * UNIT PRICE (BASE) | * UNIT PRICE (ALT) | AMOUNT (BASE) | AMOUNT (ALT) |
|------|--|-----|------|---------------|---------------------|--------------------|---------------|--------------|
| 57   | 16" - bell x spigot pipes (full length sticks) | 2   | FT   |               | \$                  | \$                 | \$            | \$           |
| 58   | 20" - bell x spigot pipes (full length sticks) | 2   | FT   |               | \$                  | \$                 | \$            | \$           |
| 59   | 24" - bell x spigot pipes (full length sticks) | 2   | FT   |               | \$                  | \$                 | \$            | \$           |
| 60   | 30" - bell x spigot pipes (full length sticks) | 2   | FT   |               | \$                  | \$                 | \$            | \$           |
| 61   | 36" - bell x spigot pipes (full length sticks) | 2   | FT   |               | \$                  | \$                 | \$            | \$           |
| 62   | 42" - bell x spigot pipes (full length sticks) | 2   | FT   |               | \$                  | \$                 | \$            | \$           |
| 63   | 48" - bell x spigot pipes (full length sticks) | 2   | FT   |               | \$                  | \$                 | \$            | \$           |
| 64   | 54" - bell x spigot pipes (full length sticks) | 2   | FT   |               | \$                  | \$                 | \$            | \$           |
|      | <b>Base Amount w/ PermoX-CTF</b>               |     |      |               | <b>TOTAL</b>        |                    | \$            |              |
|      | <b>Alt Amount w/ Protecto</b>                  |     |      |               | <b>TOTAL</b>        |                    | \$            | \$           |

**\* Pipe lengths shall either be 18' or 20', depending on supplier. Pricing for the 18' option will be multiplied by 20/18 (or 1.11) to compare with the 20' full stick option.**

BIDDER agrees that the OWNER has the right to waive informalities in any bid; reject any or all proposals, in whole or in part; re-bid a project, in whole or in part; and to accept a proposal that in its judgment is the lowest and best bid of a responsible bidder. BIDDER further agrees that the OWNER may award a contract based only on the base bid, the base bid plus all alternates, or the base bid plus any alternates—with all decisions being made based upon what OWNER believes to be the best interest of its ratepayers, in the reasonable exercise of its discretion. BIDDER also acknowledges and agrees that the OWNER reserves the right to increase or decrease quantities as may be required to meet the needs of OWNER, at the unit price which was bid.

Respectfully submitted,

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

(Signature)

\_\_\_\_\_  
(Print/Type)

\_\_\_\_\_  
(Title & Company)

\_\_\_\_\_  
(Business Address)

\_\_\_\_\_  
(Telephone Number)

\_\_\_\_\_  
(Fax Number)

\_\_\_\_\_  
(Federal ID Number)

\_\_\_\_\_  
(Date)

**(SEAL - IF BIDDER IS A CORP.)**

**BID BOND**

**KNOW ALL MEN BY THESE PRESENTS**, that we \_\_\_\_\_ as Principal, hereinafter \_\_\_\_\_, called the Bidder, and the \_\_\_\_\_, a corporation duly organized under the laws of the State of \_\_\_\_\_ as Surety, hereinafter called Surety, are held and firmly bound unto the **Emerald Coast Utilities Authority** as Obligee, hereinafter called Owner, in the sum of \_\_\_\_\_ for the payment of which sum, well and truly to be made, the said Bidder and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

**WHEREAS**, the Bidder has submitted a bid for **purchase / delivery of pipe and repair parts of various sizes for emergency repairs on the designated transmission main and other large force mains**, Bid No. **CC2014-04**, known as:

**TRANSMISSION MAIN INTERRUPTION PLAN COMPONENTS**

**NOW THEREFORE**, if the Owner shall accept the bid of the Bidder and the Bidder shall enter into a contract with the Owner in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or contract documents with good and sufficient surety for the faithful performance of such contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Bidder to enter such contract and give such bond or bonds, if the Bidder shall pay to the Owner the penalty hereof, then this obligation shall be null and void, otherwise to remain in full force and effect, unless returned by Owner to Bidder; until Owner shall demand payment by Surety, all as allowed in the Contract Documents.

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_ A.D. \_\_\_\_\_.

ATTEST:

\_\_\_\_\_

\_\_\_\_\_

(Principal) (SEAL)

\_\_\_\_\_

(Print/Type)

\_\_\_\_\_

(Title)

ATTEST:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

(Attach Certified Copy of Power of Attorney)

**PAYMENT TERMS:**

APPROVED SHOP DRAWINGS:.....20%  
RECEIPT OF O&M MANUALS:.....10%  
DELIVERY OF COMPONENTS:.....70%

**EXCEPTIONS:** YES \_\_\_ NO \_\_\_

(EXCEPTIONS INCLUDE THE WHOLE BID DOCUMENT, OUR SPECIFICATIONS, INSTRUCTIONS TO BIDDERS AND GENERAL PROVISIONS)

**ACKNOWLEDGMENTS & DECLARATIONS:**

- \_\_\_ WRITTEN WARRANTY PROVIDED
- \_\_\_ NO. OF WEEKS FOR SHOP DRAWINGS SUBMISSION AFTER RECEIPT OF PURCHASE ORDER
- \_\_\_ NO. OF DAYS FOR OPERATION & MAINTENANCE MANUAL SUBMISSION AFTER DELIVERY OF COMPONENTS
- \_\_\_ CERTIFICATION OF NON-SEGREGATED FACILITIES FORM
- \_\_\_ NO. OF WEEKS FOR DELIVERY OF ALL COMPONENTS AFTER RECEIPT OF APPROVED SHOP DRAWINGS (PROVIDE LIST BY INDIVIDUAL COMPONENT TYPE AND/OR SIZE)

IT IS ESSENTIAL THAT THE SUBMISSION INCLUDE SIGNED AFFIDAVITS ON THE BELOW LISTED FORMS.

**EXECUTED ATTACHED FORMS:**

- \_\_\_ PROPOSAL FORM
- \_\_\_ BID BOND
- \_\_\_ EQUAL OPPORTUNITY FORM
- \_\_\_ CERTIFICATION OF NON-SEGREGATED FACILITIES FORM
- \_\_\_ DRUG-FREE WORKPLACE FORM

**BIDDER:**\_\_\_\_\_

**ADDRESS:**\_\_\_\_\_

**BY:**\_\_\_\_\_  
(PRINT OR TYPE)

**TELEPHONE:**( )\_\_\_\_\_

**SIGNATURE:**\_\_\_\_\_

**FAX #:**( )\_\_\_\_\_

**TITLE:**\_\_\_\_\_

**FEID #:**\_\_\_\_\_

**EMAIL ADDRESS:**\_\_\_\_\_

**THIS PAGE LEFT INTENTIONALLY BLANK**