

## REQUEST FOR PROPOSALS

RFP NUMBER: 2014 11

THE EMERALD COAST UTILITIES AUTHORITY INVITES YOUR COMPANY TO SUBMIT A PROPOSAL ON ITEM (S) AS LISTED IN THIS REQUEST. IT IS THE INTENT OF THE EMERALD COAST UTILITIES AUTHORITY TO RECEIVE PROPOSALS THAT WILL BE PUBLICLY OPENED AT **2:00 P.M. MAY 20, 2014** FOR THE FOLLOWING:

### **ITEM A – CONSULTING ENGINEER’S REPORT**

**AND**

### **FINANCIAL FEASIBILITY STUDY**

SEALED PROPOSALS WILL BE RECEIVED UNTIL 2:00 P.M., MAY 20, 2014, BY THE PURCHASING AND STORES MANAGER, EMERALD COAST UTILITIES AUTHORITY, 9255 STURDEVANT STREET, ELLYSON INDUSTRIAL PARK, PENSACOLA, FLORIDA 32514. THE PROPOSALS RECEIVED WILL THEN BE PUBLICLY OPENED. THE EMERALD COAST UTILITIES AUTHORITY RESERVES THE RIGHT TO WAIVE INFORMALITIES IN ANY PROPOSAL; 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 PROPOSAL OF A RESPONSIBLE PROPOSER. IN ACCEPTING A PROPOSAL, ECUA MAY AWARD A CONTRACT BASED ONLY ON THE BASE PROPOSAL, THE BASE PROPOSAL PLUS ALL ALTERNATES, OR THE BASE PROPOSAL 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 PROPOSED.

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- “ECUA Risk Management Policy and Standards for Agreements, Contracts and Leases”
- Equal Opportunity Clause
- Certification of Nonsegregated Facilities
- Drug-Free Work Place Form

**1.1**

LEGAL ADVERTISEMENT

Sealed proposals for RFP Number 2014-11, Consulting Engineer's Report and Financial Feasibility Study, 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, Tuesday, May 20, 2014, at which time proposals submitted will be publicly opened. Specifications and information may be 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). Proposals received after 2:00 p.m. local time, Tuesday, May 20, 2014, will be returned unopened. ECUA reserves the right to reject any or all proposals and re-advertise.

Proposed Advertising Date: April 24, 2014

**1.2**

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

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**STATEMENT OF NO PROPOSAL**

If you **do not** intend to make a proposal for this 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 make a proposal on requested service **RFP No. 2014 11** for the following reasons:

- Specifications too "tight," i.e. geared toward one brand or manufacturer only (explain below).
- Insufficient time to respond to the Request for Proposals.
- We do not offer this 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:**

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

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

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

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

EMERALD COAST UTILITIES AUTHORITY  
REQUEST FOR PROPOSAL  
CONSULTING ENGINEER'S REPORT  
AND  
FINANCIAL FEASIBILITY STUDY  
RFP 2014-11

**2.1 Background:**

The Emerald Coast Utilities Authority (ECUA) was created by state legislation in 1981 to acquire, consolidate, manage and operate the water and wastewater systems in Escambia County, Florida. The ECUA is an independent special district, and is governed by a Board of five members who are elected from districts located in Escambia County. The Board employs an executive director, who is the chief executive officer of the ECUA.

ECUA owns and operates a water supply and distribution system and wastewater collection and treatment system (collectively known as the "System) serving the City of Pensacola and several surrounding unincorporated areas of Escambia County. Last fiscal year, the ECUA delivered 11.04 billion gallons of water (30.25 million gallons per day) to our customers, and collected and treated 7.7 billion gallons of wastewater (21.16 million gallons per day). At September 30, 2013, our billed water system customer base included an average of 81,938 residential accounts and 9,111 commercial accounts. Our wastewater customer base included an average of 62,375 residential accounts and 5,901 commercial accounts. We provide water to our customers from 32 wells. Our water source is the Sand-and-Gravel Aquifer. We operate three wastewater treatment plants.

The current rate structure for water customers in the system includes a basic (fixed) charge and a volume charge per thousand gallons consumed. Wastewater services are billed based on water consumption through a basic (fixed) charge and a volume charge per thousand gallons used for commercial customers only. The residential customers pay a fixed monthly wastewater charge based on their usage during a three month period we refer to as winter quarter average. In addition, our customers on Pensacola Beach have different rates with different rules. Billing for retail water and wastewater service in the service area is currently conducted on a monthly basis.

**2.2 Purpose:**

The purpose of this Request for Proposal (RFP) is to solicit sealed proposals to establish a contract with a qualified firm to prepare and complete a "Consulting Engineer's Report" (CER) for ECUA. The CER should include an engineering analysis of the system as well as a

comprehensive cost of service analysis and sufficiency of our rates for water and wastewater services provided to our system customers. The CER will provide the financial community technical information on ECUA's infrastructure and operations which will serve as the bond feasibility study. The intent of the study is to independently assess the adequacy and general condition of the water/wastewater facilities and evaluate ECUA's existing rates based on a review of existing planning documents and key reports, and a field inspection of major water/wastewater facilities as needed to validate the water/wastewater utility bond feasibility study analysis.

The ECUA is currently under an FDEP consent order mandating rehabilitation of the wastewater collection system in order to address the sanitary sewer overflows. The broad objective of the study is, along with consideration of current and future debt service requirements, to adequately fund water and wastewater operations, maintenance, renewal and replacement, and capital improvements, etc. while minimizing user rates and fees to the greatest degree possible.

Engineering contractors and/or consultants must be certified to practice engineering in the State of Florida pursuant to the provisions of Chapter 471, Florida Statutes.

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 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, Florida Statutes, for CATEGORY TWO (\$35,000) for a period of 36 months from the date of being placed on the convicted vendor list.

### **2.3 Scope of Services:**

This study will focus on evaluating the adequacy and general condition of ECUA's water and wastewater facilities, taking into consideration the planned Capital Improvement Program that is currently in place. Additionally, an evaluation of the existing financial condition of the System, along with a focus on cost of service and rate recommendations is required. ECUA seeks to ensure that the costs of providing quality water and wastewater services are recovered equitably from its customer bases. The following objectives should be met by the proposed study:

- A. Provide an evaluation of the adequacy and general condition of ECUA's water and wastewater facilities based on a review of existing planning documents and key

reports, and a field inspection of major water/wastewater facilities as needed to validate the water/wastewater utility bond feasibility study and to serve as a basis for the bond feasibility analysis. Specifically:

- i. The outcomes of this effort shall (1) establish the current adequacy of major water/wastewater system appurtenances (i.e., source of supply, treatment, transmission and distribution, pumping, storage and metering), (2) review and compare system capacities against projected service needs, (3) evaluate the impact of current and anticipated federal, state and local environmental and regulatory requirements, (4) review system operations and maintenance, (5) evaluate the adequacy of capital improvement plans, and (6) aid in assessing the financial status of the utility. A general description of the ECUA's water/wastewater facilities shall be included in the CER.
  - ii. The field inspection shall result in a condition assessment of major above-ground facilities based on direct observations. Condition definitions and criteria to be utilized for field inspection purposes shall be equivalent to the following:
    - a. Good: The facility is in good condition and provides reliable operation in accordance with design parameters and requires only routine maintenance.
    - b. Adequate: The facility is operating at or near design levels; however, upgrading and repairs are needed to ensure continued reliable operation.
    - c. Poor: The facility cannot be operated within design parameters. Major renovations are required to restore the facility and ensure reliable operation.
- B. Financial Analysis: Updated cash flow analyses of estimated future revenues and revenue requirements shall be evaluated for a projected five year study period. The analysis may include:
- i. Reviewing the existing water and wastewater user charges.
  - ii. Reviewing the historical growth of ECUA's customer base.
  - iii. Development of a rate model specific to ECUA's needs. This rate model should be capable of an in-depth analysis and allow the Finance Department staff to evaluate various alternatives which will allow ECUA to achieve its revenue requirements. The rate model should be PC-based with source code on CD for future rate analysis and update by ECUA staff. The software must run on the Microsoft Windows platform and be approved by ECUA in advance of final document preparation.

- iv. Provide recommendations to create a fair and equitable means of collecting revenues required from the water and wastewater utility customers in proportion to a balance between the cost and value of the service rendered.
  - v. Provide a comparison of current water and wastewater system costs (operations, capital improvements, bonded debt) against appropriate industry benchmarks.
  - vi. Make projections of revenue for the next five years, utilizing best available water and wastewater customer use data.
  - vii. Provide recommendations for a schedule of implementation of any proposed changes. If requested, review other water and wastewater system-related rates including, but not limited to, connection charges, “cut non-pay” fees, extension charges, and capital facilities fees to determine if there is adequate recovery of costs associated with the services provided.
  - viii. Annual revenue requirements shall be projected for the study period, including costs of operation and maintenance (including applicable overhead and indirect expense), capital improvements and replacements financed directly from revenue, debt service on projected debt financed improvements, existing debt covenants and reserve fund requirements, and other identified obligations. Available budget data and multi-year capital improvement expenditure projections will be recognized for this purpose, as applicable.
  - ix. Cash flow analyses shall be prepared to examine the estimated future operating and capital financing requirements of the water/wastewater utility for the study period. Analyses will be formulated to evaluate alternatives and establish the most practical and cost effective financing plan for inclusion in the bond feasibility report. Also to be established and shown in these analyses will be the overall magnitude of the approved water rates and any subsequent revenue increases indicated to be required to meet future cash needs and comply with bond covenant coverage and other special funding requirements.
  - x. Review current and future need for water and wastewater revenue increases to meet projected operating and capital costs over a five-year planning period.
- C. Issue a “Consulting Engineer’s Report” (CER) that encompasses the system review as well as the financial feasibility rate study.
- D. The project timeline is very important to ECUA. ECUA is looking to have the final report no later than 90 days after the signing of the contract. Proposers must be able to adhere to that timeline.

## **2.4 Proposal Requirements:**

Inquiries concerning this proposal should be directed in writing via email to Mrs. Amy Williamson, Senior Purchasing Agent at amy.williamson@ecua.fl.gov.

Consultant proposals must be submitted in one (1) original, five (5) copies and one (1) electronic copy no later than 2:00pm, local time, on Tuesday, May 20, 2014. Proposals must be submitted to the following address:

Proposals shall be addressed to:  
Mr. Pete Wilkinson, Purchasing & Stores Manager  
Emerald Coast Utilities Authority  
9255 Sturdevant St.  
Pensacola, FL 32514

Proposals should be prepared simply and economically, providing straightforward, concise description of capabilities to satisfy the requirements of this RFP. Emphasis should be placed on completeness and clarity of content, and avoiding excessive content and unrelated work samples.

The proposal shall be organized to generally conform to the following, as these will constitute the basis of evaluation:

- a) Understanding of project objectives
- b) Technical approach, included consultant's understanding of the Scope of Services
- c) Qualifications of personnel performing the work
- d) Experience with similar engagements performed in the last five years for other utilities.
- e) Time line for completing the study.

If a team approach is proposed, a joint qualifications packet should be submitted.

Oral presentations by the selected consultants to clarify their proposals may be required. The presentations, if requested, will serve to explain implementation techniques integral to the consultant's proposals and will be at the consultant's sole expense.

## **2.5 Fees:**

The proposal shall include a schedule of professional fees and expenses. Proposals may be for a lump-sum. If reimbursement of out-of-pocket expenses is included, the reimbursement

rates for travel, subsistence, lodging, etc. are limited to those established in ECUA Travel Policy. If a flat fee includes expenses, clarify the number of trips, if appropriate, that are included in the fee.

**2.6 Evaluation of Proposals:**

Upon receipt of the proposals, ECUA will review the proposals and, on the basis of evaluation factors set forth in this RFP, rank in the order of preference the Proposers whose qualifications and proposed services are deemed most meritorious.

ECUA shall evaluate proposals based on the following criteria and weighting:

<u>Maximum</u>	
<u>Points</u>	<u>Evaluation Criteria</u>
30	Project Methodology to cover scope of services
15	References
20	Experience
15	Schedule
15	Price
5	Overall quality, completeness, organization, compliance and responsiveness of the proposal
<b>100</b>	<b>TOTAL</b>

The ECUA review team will rank the proposals received and will make a recommendation to the Executive Director. The ECUA review team will consist of Finance and Engineering staff with possible input from ECUA’s Financial Advisor.

**2.7 Proposal Evaluation and Selection Process:**

ECUA may cancel this Request for Proposals or reject proposals at any time prior to an award, and is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous.

The award document will be a contract, incorporating by reference, all of the requirements, terms and conditions of the solicitation and the Contractor’s proposal as mutually agreed upon.

**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 \$\_\_\_\_\_ 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.

**Limited Pollution Liability – Commercial General Liability (CGL) with Endorsement**

Covers third-party damages caused by the accidental release of pollutants at a work site. Covers pollution incidents that commence during the policy period. The minimum limits of coverage shall be \$1,000,000. Defense costs outside the limit of liability. Coverage is provided for gradual releases. Includes clean-up costs if part of otherwise covered property damage.

## **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 \$100,000 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.

## 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.

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Signature

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Date

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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: \_\_\_\_\_

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