

EMERALD COAST UTILITIES AUTHORITY

REQUEST FOR QUALIFICATIONS FOR CONSULTING SERVICES FOR TRANSFER STATION AND MAINTENANCE BUILDING

RFQ NO. CC2023-20

**PROPOSALS DUE
THURSDAY, MAY 18, 2023 AT 2:00 P.M., LOCAL TIME**

EMERALD COAST UTILITIES AUTHORITY
P.O. BOX 17089
PENSACOLA, FL 32522-7089

April 2023

TABLE OF CONTENTS

LEGAL ADVERTISEMENT	4
STATEMENT OF NO PROPOSAL	5
PART 1 - GENERAL INFORMATION.....	6
1.1 PURPOSE	6
1.2 PROPOSAL SCHEDULE	6
1.3 PROPOSAL SUBMISSION.....	6
1.4 SUBSTITUTION OF PERSONNEL.....	7
1.5 CONVICTION OF PUBLIC ENTITY CRIME	7
1.6 PROPOSAL WITHDRAWAL	7
1.7 PROPOSAL AUTHORIZATION	7
1.8 PROPOSAL ERRORS.....	7
1.9 AWARD OF CONTRACT.....	8
1.10 TAXES.....	8
1.11 TERMS	8
1.12 LIST OF PROPOSERS.....	8
1.13 PROPOSAL QUESTIONS.....	8
1.14 COMPLIANCE WITH SPECIFICATIONS	9
1.15 UNIFORM COMMERCIAL CODE	9
1.16 EXECUTION OF CONTRACT	9
1.17 CONTRACTUAL AGREEMENT	9
1.18 PROTESTS	9
1.19 CONTRACTS EXCEEDING ONE (1) YEAR	11
1.20 CONTRACTOR NOT AGENT.....	11
1.21 ASSIGNMENT PROHIBITED	11
1.22 CONDUCT OF PARTICIPANTS.....	12
1.23 BLACKOUT PERIOD	12
1.24 PROPOSAL INFORMALITIES	12
1.25 NON-DISCRIMINATION POLICIES.....	13
1.26 OTHER PROVISIONS.....	13
1.27 NO COLLUSION CLAUSE.....	13

1.28 AUTHORIZED OFFER	14
1.29 NON-CONFIDENTIALITY OF PROPOSALS.....	14
1.30 E-VERIFY COMPLIANCE	15
PART 2 - SCOPE OF WORK.....	15
2.1 PURPOSE	15
2.2 OBJECTIVES	15
2.3 SCOPE	16
PART 3 - QUALIFICATIONS PACKAGE REQUIREMENTS	17
3.1 GENERAL REQUIREMENTS	17
3.2 MINIMUM QUALIFICATIONS	17
3.3 QUALIFICATIONS PACKAGE FORMAT	18
3.4 USE OF SUBCONSULTANTS.....	19
PART 4 - SELECTION PROCEDURE.....	19
4.1 MINIMUM QUALIFICATIONS	19
4.2 SUPPLEMENTAL INFORMATION	19
4.3 EVALUATION AND SELECTION	19
4.4 ADDITIONAL CONSIDERATIONS	20
PART 5 - CONTRACT NEGOTIATIONS	20
PART 6 – CONCEPTUAL DRAWINGS.....	20
RISK MANAGEMENT POLICY AND STANDARDS	23
GENERAL PROVISIONS.....	31
EXHIBIT I ADDENDUM RECEIPT ACKNOWLEDGEMENT CERTIFICATION	36
EXHIBIT II EQUAL OPPORTUNITY CLAUSE.....	37
EXHIBIT III CERTIFICATION OF NONSEGREGATED FACILITIES	38
EXHIBIT IV DRUG-FREE WORKPLACE FORM.....	39
EXHIBIT V E-VERIFY COMPLIANCE.....	40
EXHIBIT VI AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES	41
EXHIBIT VI Scope of Work issued.....	48
EXHIBIT VI RISK MANAGEMENT POLICY AND STANDARDS.....	49

LEGAL ADVERTISEMENT

REQUEST FOR PROPOSALS

PROPOSAL NUMBER: RFQ CC2023-20

The Emerald Coast Utilities Authority (ECUA) invites your firm to submit a proposal on items as listed in this proposal request. It is the intent of the Emerald Coast Utilities Authority to receive proposals that will be publicly opened on **Thursday, May 18, 2023 at 2:00 p.m. local time** for the following:

CONSULTING SERVICES FOR SOLID WASTE TRANSFER STATION AND MAINTENANCE BUILDING

Specifications and information may be obtained free of charge from ECUA, Purchasing and Stores Division (850-969-6530), via email at paul.nobles@ecua.fl.gov, on the website at www.ecua.fl.gov/bid-opportunities or on BidNetDirect at www.bidnetdirect.com/florida/emeraldcoastutilitiesauthority.

Sealed proposal packages for vendors interested in proposing to provide Consulting Services for Solid Waste Transfer Station and Maintenance Building will be received in the office of the Purchasing and Stores Division, Emerald Coast Utilities Authority, located in the Emergency Operations Support Addition, 9255 Sturdevant Street, Ellyson Industrial Park, Pensacola, Florida 32514, until 2:00 p.m., local time, Thursday, May 18, 2023 at which time proposals submitted will be publicly opened and read aloud in Room 2202, Finance Conference Room. Packages received after 2:00 p.m., local time, **Thursday, May 18, 2023**, will be returned unopened. ECUA reserves the right to reject any and all packages and re-advertise.

Proposal must be clearly marked on the envelope:

PROPOSAL: Consulting Services for Solid Waste Transfer Station and Maintenance Building

PROPOSAL NUMBER: RFQ CC2023-20

Proposed Advertising Date: April 13, 2023

**Emerald Coast Utilities Authority
Purchasing and Stores Division
9255 Sturdevant Street
Pensacola, Florida 32514-7038
850-969-6531
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 RFQ CC2023-20 CONSULTANT SERVICES FOR TRANSFER STATION AND MAINTENANCE BUILDING, 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: _____

Company Name: _____

Signature: _____

Telephone: _____ Date: _____

NOTE: Statement of No Proposal may be faxed to the Purchasing and Stores Division (850-969-3384), Attention: Paul R. Nobles or emailed to paul.nobles@ecua.fl.gov.

PART 1 - GENERAL INFORMATION

1.1 PURPOSE

The purpose of this Request for Qualifications (RFQ) is to identify and select a professional consulting firm to provide surveying, design & plans production, permitting, bidding / contract management assistance, and construction administration assistance, and certification / record drawing preparation for a Solid Waste Transfer Station and Maintenance Building for the Emerald Coast Utilities Authority (ECUA) in Pensacola, Florida.

The information provided in this RFQ outlines the scope of work, guidelines for the qualifications package preparation, selection procedure, and contract requirements for firms interested in providing services. This RFQ has been prepared and will be administered in accordance with Section 287.055, Florida Statutes (the Consultants' Competitive Negotiations Act).

1.2 PROPOSAL SCHEDULE

The following schedule is proposed. This schedule is subject to change or adjustment at the discretion of ECUA.

EVENT	DATE/TIME
Release of RFQ	April 13, 2023
Deadline for Questions/Request for Clarifications	* April 26, 2023 12:00 pm local time
Estimated issuance of Addendum: Questions Answered	* April 28, 2023 4:00 pm local time
Proposal Due Date/Time (Deadline)	* May 18, 2023 2:00 pm local time
Recommendation to Citizens' Advisory Committee/Board of Directors	** June 20, 2023
Anticipated Contract Approval/Award	** June 27, 2023
Effective Date of Contract(s)	July 1, 2023

* An addendum to this RFQ will be issued if any of these dates/times change.

** These dates are after the proposals are due and subject to change. However, an addendum to this RFQ will not be issued if any of these dates change. Specific dates/times will be determined at each phase.

1.3 PROPOSAL SUBMISSION

In a sealed envelope (or other packaging) containing Technical and Fee Proposal, provide **one (1) original (so identified), two (2) paper copies, and one (1) electronic copy (USB flash drive)**. Proposals must be in the possession of the Emerald Coast Utilities Authority Purchasing and Stores Division to be considered. Proposals may be mailed or delivered to the Purchasing and Stores Division at 9255 Sturdevant Street, Ellyson Industrial Park, Pensacola, Florida, 32514, in a sealed envelope clearly marked

with the proposal name, time and date of the opening. Regardless of the method of delivery, each proposer shall be responsible for his/her proposal(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 proposal opening will be rejected and returned unopened to the proposer.

1.4 SUBSTITUTION OF PERSONNEL

It is the intention of ECUA that the Provider's personnel proposed for the contract will be available for the contract term. In the event the Provider requests to substitute personnel, it is expected that such personnel shall have equal or higher knowledge, skills, abilities, and qualifications (KSA's). ECUA reserves the right to request resumes and approve the use of such personnel.

1.5 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 proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for Category Two (\$35,000) for a period of 36 months from the date of being placed on the Convicted Vendor List.

1.6 PROPOSAL WITHDRAWAL

No proposal may be withdrawn for a period of ninety (90) days from the opening of the proposals. Prices may not be modified during this period. Proposals may be withdrawn at any time prior to the RFQ opening time.

1.7 PROPOSAL AUTHORIZATION

All proposals must be submitted as outlined in Section 3.0 (Proposal Response Requirements) under the Scope of Services for Consulting Services for Solid Waste Transfer Station and Maintenance Building. Equal Opportunity Clause, Certification of Non-Segregated Facilities, Drug-Free Workplace Form, E-Verify Statement of Compliance and Proposal Forms Package, all must be signed by an authorized representative of the company submitting the proposal and included in the proposal.

1.8 PROPOSAL ERRORS

The following shall govern the correction of information submitted in a proposal when that information is a determinant of the responsiveness of the proposal:

No proposer shall be permitted to correct a proposal mistake after opening the proposals that would cause such proposer to have the lowest proposal, except that any proposer may correct errors in extension of unit prices stated in the proposal, or in multiplication, division, addition, or subtraction. In such cases, unit prices in the proposal shall not be changed.

1.9 AWARD OF CONTRACT

ECUA reserves the right to establish priorities and to award the contract to a single proposer based upon the total proposal or to multiple proposers based upon the items individually proposed.

1.10 TAXES

Do not include any tax with your proposal. The Emerald Coast Utilities Authority is exempt from federal, state and local taxes. Tax exempt number 85-8012640152C-4 applies.

1.11 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 proposal if the discount period is 15 days or greater (15 days after receipt of material/service or invoice, whichever is greater).

1.12 LIST OF PROPOSERS

The List of Proposers will be posted for review by interested parties in the Purchasing and Stores Division, 9255 Sturdevant Street, Ellyson Industrial Park on or about **May 18, 2023**, and will remain posted for 72 hours excluding weekends and holidays. The List of Proposers will also be posted to both the ECUA website, www.ecua.fl.gov/business/bid-opportunities and BidNetDirect at www.bidnetdirect.com/florida/emeraldcoastutilitiesauthority.

1.13 PROPOSAL QUESTIONS

All questions concerning the specifications, requests for additional information, or proposal submission procedures can be emailed to the Purchasing and Stores Division Sole Point of Contact (POC) (as listed below) by **April 26, 2023, noon, local time** for consideration. Answers will be provided in the form of an addendum. Only questions answered by addenda will be binding. Oral and other interpretations or classifications will be without legal effect. ECUA shall not be responsible for providing said addenda to potential proposers who receive a proposal package from other sources. All addenda issued must be acknowledged by signature and returned in proposal package to meet proposal requirements. _

Emerald Coast Utilities Authority
Attn: Paul R. Nobles, Senior Purchasing Agent
Email: paul.nobles@ecua.fl.gov

1.14 COMPLIANCE WITH SPECIFICATIONS

In order to determine that your proposal complies with specifications, product literature and/or data/information should be included with the proposal. Any exceptions from the RFQ specifications should be detailed and identified as part of the Proposal Forms Package.

1.15 UNIFORM COMMERCIAL CODE

The Uniform Commercial Code (Florida Statutes, Chapter 672) shall prevail as the basis for contractual obligations between the awarded proposer/contractor and Emerald Coast Utilities Authority for any terms and conditions not specifically stated in this Request for Proposal.

1.16 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 proposer. The following words are used interchangeably throughout this document and have the same meaning and effect: proposer, contractor, vendor, responder, offeror and supplier.

1.17 CONTRACTUAL AGREEMENT

This Request for Proposal shall be included and incorporated in the final contract or purchase order. The order of contract precedence will be the contract (purchase order), RFQ document and response. Any and all legal action necessary to enforce the contract will be held in Escambia County, Florida and the contract will be interpreted according to the laws of Florida.

1.18 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 Notice of Intent to Award shall be filed not later than 5:00 p.m. of the third business day following the posting of the Notice of Intent to Award. 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 Notice of Intent to Award 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 ten (10) 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.

1.19 CONTRACTS EXCEEDING ONE (1) YEAR

When applicable, a contract may be renewed contingent upon cost factors, mutual agreement, satisfactory performance evaluations, availability of funds and ECUA Board approval. ECUA's performance and obligation to pay for the purchase of services or tangible personal property of a period in excess of one (1) fiscal year under any contractual relationship is contingent upon an annual budget approval by the ECUA Board.

1.20 CONTRACTOR NOT AGENT

Except as ECUA may specify in writing, Contractor shall have no authority, express or implied, to act on behalf of ECUA in any capacity whatsoever as an agent. Contractor shall have no authority, express or implied, pursuant to this agreement to bind ECUA to any obligation whatsoever.

1.21 ASSIGNMENT PROHIBITED

Contractor may not assign any right or obligation pursuant to this agreement. In the

event that ECUA, in its sole discretion, at any time during the term of this agreement, desires the removal of any person or persons assigned by Contractor to perform services pursuant to this agreement, Contractor shall remove any such person immediately upon receiving written notice from ECUA of its desire for removal of such person or persons.

1.22 CONDUCT OF PARTICIPANTS

After the issuance of any solicitation, all bidders/proposers/protestors or individuals acting on their behalf are hereby prohibited from lobbying as defined herein or otherwise attempting to persuade or influence any elected ECUA officials, their agents or employees or any member of the relevant selection committee at any time during the blackout period as defined herein; provided, however, nothing herein shall prohibit bidders/proposers/protestors or individuals acting on their behalf from communicating with the purchasing staff concerning a pending solicitation unless otherwise provided in the solicitation or unless otherwise directed by the Purchasing Manager.

Lobbying means the attempt to influence the thinking of elected ECUA officials, their agents or employees or any member of the relevant selection committee for or against a specific cause related to a pending solicitation for goods or services, in person, by mail, by facsimile, by telephone, by electronic mail, or by any other means of communication.

1.23 BLACKOUT PERIOD

Blackout period means the period between the time the bids/proposals for Invitation to Bid or the Request for Proposal, or qualifications, or information, or Requests for Letters of Interest, or the Invitation to Negotiate, as applicable, are advertised and the time the ECUA Board awards the contract and any resulting bid protest is resolved or the solicitation is otherwise cancelled. Conduct inconsistent with this section may be grounds for disqualifying the offending proposer from consideration or any future proposal.

1.24 PROPOSAL INFORMALITIES

ECUA reserves the right to waive informalities in any proposal; reject any or all proposals, in whole or in part; resolicit a project, in whole or in part; and to accept a proposal that in its judgement is the most favorable from a responsible proposer. ECUA reserves the right to award this contract based upon what ECUA believes to be in the best interests of its ratepayers, in the reasonable exercise of its discretion and not solely based upon price. 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 is proposed. ECUA may award a contract to a primary and a secondary Contractor. In that case, ECUA will assign work to the primary Contractor unless it is determined by ECUA that circumstances dictate that work be assigned to the secondary Contractor. The two (2) Contractors may be utilized in coordination, if necessary.

1.25 NON-DISCRIMINATION POLICIES

ECUA does not discriminate on the basis of race, color, national origin, sex, creed/religion, age, marital status, disability/handicapped status, veteran status or any other legally protected status in employment or provision of service.

1.26 OTHER PROVISIONS

Contractor is required to comply with public records laws codified in Chapter 119, Florida Statutes, and is specifically required to:

- A. Keep and maintain public records required by ECUA to perform the service.
- B. Upon request from ECUA's custodian of public records, provide ECUA with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law.
- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to ECUA.
- D. Upon completion of the contract, transfer, at no cost, to ECUA all public records in possession of the Contractor or keep and maintain public records required by ECUA to perform the service. If the Contractor transfers all public records to ECUA upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to ECUA, upon request from ECUA's custodian of public records, in a format that is compatible with the information technology systems of ECUA.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT ECUA'S CUSTODIAN OF PUBLIC RECORDS AT 850-969-3302, BY EMAIL AT AMANDA.MILLER@ECUA.FL.GOV, OR BY MAIL AT 9255 STURDEVANT STREET, PENSACOLA, FLORIDA 32514.

1.27 NO COLLUSION CLAUSE

By submitting a response to this RFQ, the proposer certifies that the proposer has not

divulged to, discussed or compared his/her competitive proposal with other proposers and has not colluded with any other proposers or parties to this competitive proposal. Also, the proposer certifies, and in the case of a joint competitive proposal each party thereto certifies as to its own organization, that in connection with the competitive proposal:

- A. Any prices and/or cost data submitted have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices and/or cost data, with any other proposer or with any competitor;
- B. Any prices and/or cost data quoted for this competitive proposal have not been knowingly disclosed by the competitive proposer and will not knowingly be disclosed by the proposer, directly or indirectly to any other proposer or to any competitor, prior to the scheduled opening and award of the contract;
- C. No attempt has been made or will be made by the proposer to induce any other person or firm to submit or not to submit a competitive proposal for the purpose of restricting competition;
- D. The only person or persons interested in this competitive proposal is/are the principal or principals named herein and that no person other than herein mentioned has any interest in this competitive proposal or in the Agreement to be entered into.

1.28 AUTHORIZED OFFER

The person submitting the proposal should indicate the extent of authorization by him or her to make a valid offer in the proposal summary that may be accepted by ECUA to form a valid and binding contract. For access to individuals accepted within the State of Florida, go to the Department of State, Division of Corporations, <https://search.sunbiz.org/>.

If the person submitting the proposal is not authorized to submit a proposal that can be bound by ECUA's acceptance, such person should also obtain the signature of an authorized representative of the proposer that may result in a bound contract upon ECUA's acceptance. An electronic signature using an industry acceptable software such as DocuSign, Adobe Signature or similar is acceptable.

Proposals should be typed or written in ink, signatures should be manually signed in ink, and any corrections should be typed or made in ink and initialed.

1.29 NON-CONFIDENTIALITY OF PROPOSALS

ECUA does not warrant the confidentiality of proposals submitted in response to this Request for Proposals. All proposals are subject to Florida's public records law. Proposers requiring confidentiality should not submit.

RFQ List of Proposers will be posted for review by interested parties on the ECUA Website, www.ecua.fl.gov on or about **May 18, 2023**. It will also be posted for review in the Purchasing Section at ECUA, 9255 Sturdevant Street, (Ellyson Industrial Park) on or about **May 18, 2023**, and will remain posted for seventy-two (72) hours, excluding weekends and holidays.

1.30 E-VERIFY COMPLIANCE

Contractor hereby certifies compliance with the following: pursuant to § 448.095(2) Florida Statutes (2020), Contractor shall register with and use the E-Verify system operated by the United States Department of Homeland Security to verify the work authorization status of all new employees hired by Contractor while performing work or providing services for ECUA. Contractor shall also include in any related subcontracts a requirement that subcontractors performing work or providing services for ECUA on its behalf register with and use the E-Verify system to verify the work authorization status of all new employees hired by the subcontractor while performing work or providing services for ECUA. Additionally, Contractor shall include in any related subcontracts a requirement that subcontractors performing work or providing services for ECUA on its behalf provide Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with any unauthorized alien as defined in 8 U.S.C. § 1324a(h)(3). Contractor shall maintain a copy of such affidavit for the duration of its contract with ECUA.

PART 2 - SCOPE OF WORK

2.1 PURPOSE

The purpose of this Request for Qualifications (RFQ) is to identify and select a professional consulting firm to provide surveying, design & plans production, permitting, bidding / contract management assistance, and construction administration assistance, and certification / record drawing preparation for a Solid Waste Transfer Station and Maintenance Building for the Emerald Coast Utilities Authority (ECUA).

The information provided in this RFQ outlines the scope of work, guidelines for the qualifications package preparation, selection procedure, and contract requirements for firms interested in providing services. This RFQ has been prepared and will be administered in accordance with Section 287.055, Florida Statutes (the Consultants' Competitive Negotiations Act).

2.2 OBJECTIVES

Professional services to be furnished by the consultant (hereinafter may be referred to as contractor) will be of a general architectural and engineering nature. A conceptual site layout is attached in Part 6. A conceptual building layout for the

transfer station is also attached in Part 6. The transfer station design concept includes a compactor that attaches to the transfer trailer. Specific expertise should include, but may not be limited to, the design of similar solid waste transfer stations. The consultant may also be expected to have, as a part of their support team, the capability of providing supporting services such as electrical, mechanical, instrumentation, and geotechnical engineering, surveying, etc. and other similar fields necessary to augment the design of solid waste transfer station, maintenance building, and supporting facilities.

2.3 SCOPE

A. Planning, Investigation and Report Preparation Services:

1. Boundary, topographic, engineering, and other specific purpose surveys.
2. Escambia County Development Review Pre-Application meeting

B. Design Services:

1. Design of new Solid Waste Transfer Station, Maintenance Building, and Supporting Facilities.
2. Preparation of all drawings, specifications and other contract documents necessary for bidding the work described above.
3. Preparation, submission, and acquisition of all necessary permits needed for bid advertisement for the above work in accordance with appropriate laws, regulations, and rules.
4. Preparation of all necessary items for the selected contractor to be able to obtain building, electrical, plumbing, mechanical, and other necessary permits. The items shall be in accordance with appropriate laws, regulations, and rules.
5. Assist with pre-bid conferences.
6. Review of contract documents during bidding of projects.
7. Assistance with revisions or addenda to documents.
8. Review and recommendations concerning the acceptability of subcontractors, substitute materials and/or equipment.
9. Review of bids and recommendations for award of construction contracts.

C. Construction Services:

1. Coordination with the ECUA staff in the administration of construction contracts.
2. Review and approval of shop drawings for proposed construction work.
3. Preparation of change orders to construction contracts.
4. Site visits at appropriate intervals during construction.
5. Attend monthly progress meetings and provide a monthly written record of progress on the project
6. Inspection services.
7. Review and approval of samples and results of tests and inspections, and

- maintenance and operating instructions.
8. Determination of suitability of materials and equipment provided by contractors.
 9. Contract administration services.
 10. Review and recommendations related to payment requests.
 11. Preparation of operation and maintenance manuals.
 12. Certification of final construction as to acceptability.
 13. Provision of services after construction such as inspections during any guarantee period and reporting observed discrepancies under warranties.
 14. Preparation of As-Built drawings correctly reflecting the location of new facilities constructed, including underground utility locations.

PART 3 - QUALIFICATIONS PACKAGE REQUIREMENTS

3.1 GENERAL REQUIREMENTS

A. Submittal of Qualifications Packages

Qualifications packages shall be submitted to:

Purchasing & Stores Division
Emerald Coast Utilities Authority
9255 Sturdevant Street
Pensacola, Florida 32514

Qualifications packages shall be received no later than 2:00 p.m., Local time, May 18, 2023. The qualifications package **shall contain one original, two copies, and one electronic copy (USB flash drive) in PDF format** and be clearly marked with the following label:

**CONSULTING SERVICES FOR SOLID WASTE TRANSFER STATION
AND MAINTENANCE BUILDING FOR EMERALD COAST UTILITIES
AUTHORITY (DATE SUBMITTED)**

The submitter shall be responsible for ensuring their qualifications package is received prior to the deadline. No extenuating circumstances will be recognized.

3.2 MINIMUM QUALIFICATIONS

- A. Principal firms must be licensed to practice in the State of Florida pursuant to the provisions of Chapter 471, Florida Statutes. For other proposed professional services such as surveying, engineering, architecture, as applicable, principal firms or their subconsultants must be licensed to practice in the State of Florida pursuant to the applicable provisions of Florida Statutes.

- B. Firms must be able to meet the insurance requirements outlined in the enclosed "ECUA Risk Management Policy and Standards for Agreements, Contracts and Leases."
- C. A person or affiliate of a firm responding to this RFQ who has been placed on the convicted vendor list following 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 construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

3.3 QUALIFICATIONS PACKAGE FORMAT

Qualifications packages **shall be limited to thirty (30) pages (double sided and page count does not include the required Exhibits)** and be clear and concise and organized in a manner that will facilitate review and evaluation. Ornamental bindings and promotional material within the RFQ are not necessary or desired. Qualifications packages should include the following information in the general order shown:

- A. Letter of Transmittal - signed by a company official with the power to bind the company in its qualifications package.
- B. Introduction to the Firm - may include a brief history, current size, organizational structure, office location(s), etc.
- C. Understanding of Proposed Services - a brief narrative outlining the firm's understanding of the kinds and types of projects which may be encountered within the context of the proposed contract.
- D. Typical Work Plan - an outline of the project team's approach in the planning, design, permitting, and other key elements of a typical project. Emphasis should be placed on water distribution and wastewater collection systems planning, design, and construction phase services.
- E. Project Team - a description and/or organizational chart of the project team proposed for typical projects under this contract. Key personnel and subconsultants should be identified and information provided concerning education, registration(s), professional experience, etc.
- F. Representative Projects List
- G. Representative Client List
- H. Firm Credentials - copy of current, valid Florida corporation license to practice professional engineering.
- I. Insurance - include a copy of your "Insurance Certificate(s)" per the requirements in the "ECUA Risk Management Policy and Standards for Agreements, Contracts, and Leases" (General Liability, Automobile, Workers' Compensation and Professional Liability), and a statement, if necessary, concerning any exceptions taken to insurance minimums.

J. Additional Pertinent Information

3.4 USE OF SUBCONSULTANTS

Qualifications packages should clearly indicate the firm's principal staff responsible for various categories of services and which, if any, of the following categories of services may involve the use of subconsultants in a lead role. Any subconsultants so noted must be clearly indicated and all appropriate information included in the Project Team sections of the RFQ:

- A.** Stormwater Modeling
- B.** Electrical Systems Analysis & Design
- C.** Mechanical Systems Analysis & Design
- D.** Instrumentation & Control Systems
- E.** Geotechnical Engineering Services
- F.** Structural Engineering Services Planning Services
- G.** Architectural Services

PART 4 - SELECTION PROCEDURE

4.1 MINIMUM QUALIFICATIONS

Qualifications packages will be reviewed for compliance with minimum qualifications. Any firm unable to meet the minimum qualifications outlined in this RFQ will not be recommended.

4.2 SUPPLEMENTAL INFORMATION

ECUA may make inquiries and request additional information on an individual basis to discuss the RFQ responses, obtain supplemental information, and answer any questions in order to adequately evaluate all qualifications packages. These inquiries may be in writing, via telephone, e-mail, FAX, or in person. Although ECUA does not anticipate requiring any presentations at the present time, it may require them, if necessary. Any such presentations or inquiries in person will take place at ECUA's offices in Pensacola, Florida.

4.3 EVALUATION AND SELECTION

An Evaluation Team consisting of ECUA staff members appointed by ECUA's Executive Director will evaluate all qualifications packages. The Evaluation Team will then forward all qualifications packages to the Executive Director along with its comments. Thereafter, the Executive Director shall consider all qualifications packages and make a recommendation to the ECUA Board for action.

Criteria to be used in the evaluation process include, but are not limited to or in the priority of, the following:

- A. Adequacy and professional qualifications of the consultant's personnel
- B. General qualifications and experience of the firm
- C. Specific capabilities and professional qualifications of the firm
- D. Organization of the proposed Project Team as outlined in the qualifications package
- E. Relevant experience
- F. Understanding of the scope of work and the ability to work cooperatively with ECUA staff
- G. Ability to respond to ECUA's needs with qualified personnel in a timely manner
- H. Past record of firm

4.4 ADDITIONAL CONSIDERATIONS

The procurement of services under this RFQ is governed by the Consultants Competitive Negotiation Act (Florida Statute 287.055). Under this Act, the Florida Legislature mandates that ECUA consider whether the firm is a certified minority business enterprise. This consideration applies also to the proposed subconsultants. This factor shall be a consideration in evaluating the submissions as well as any other factors determined by ECUA to be applicable to its particular requirements. ECUA will endeavor to meet the minority business enterprise procurement goals.

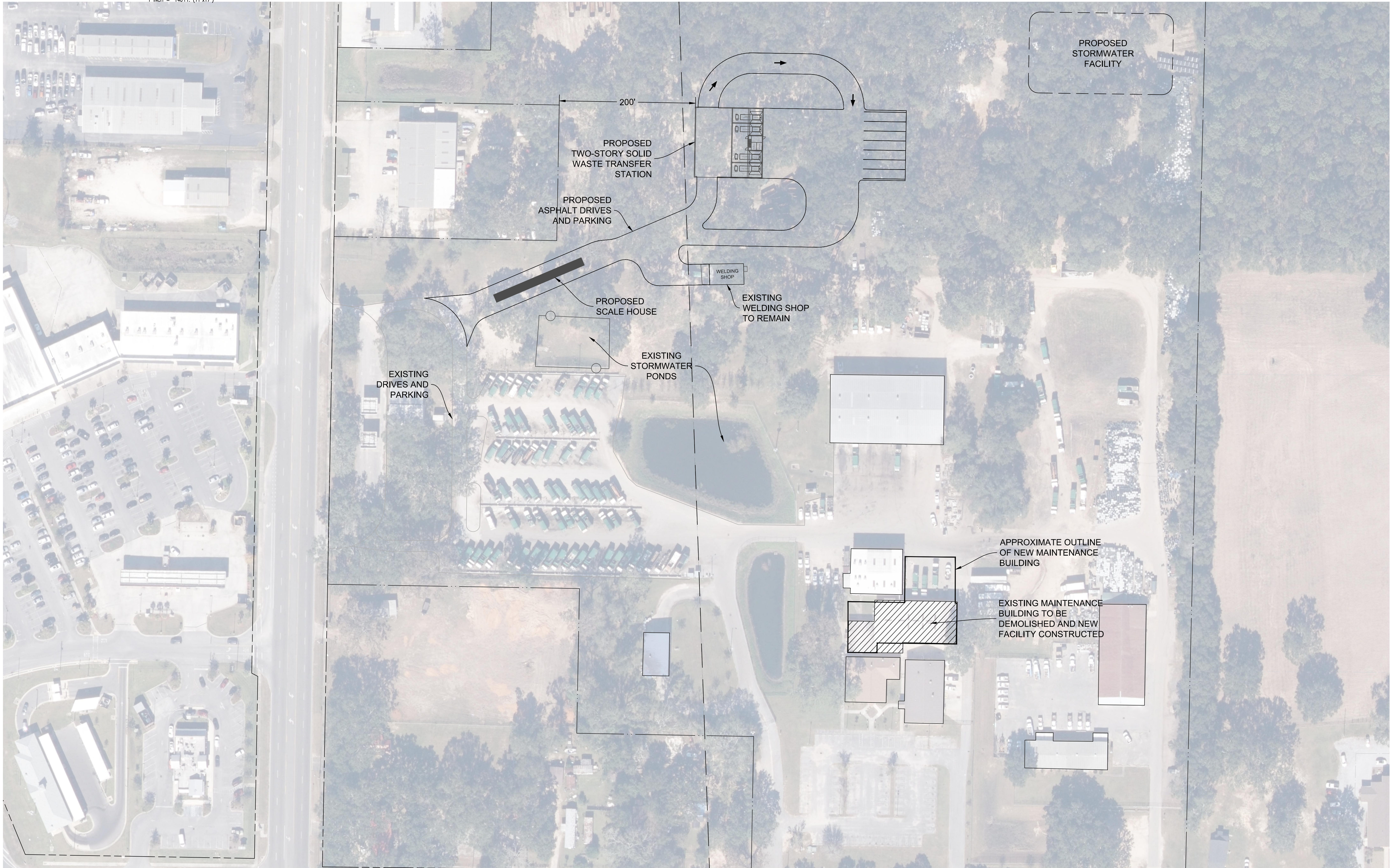
PART 5 - CONTRACT NEGOTIATIONS

The ECUA will attempt to negotiate a fee in accordance with the CCNA. Rate schedules will be addressed in the initial negotiations with a selected firm; however, it is anticipated that this project will be contracted on the basis of a lump sum fee. If ECUA cannot reach agreement with the first selected firm for this project, it may then enter negotiations with the next selected firm.

PART 6 – CONCEPTUAL DRAWINGS



(IN FEET)
1 INCH = 70 FT. (22'x34')
1 INCH = 140 FT. (11'x17')

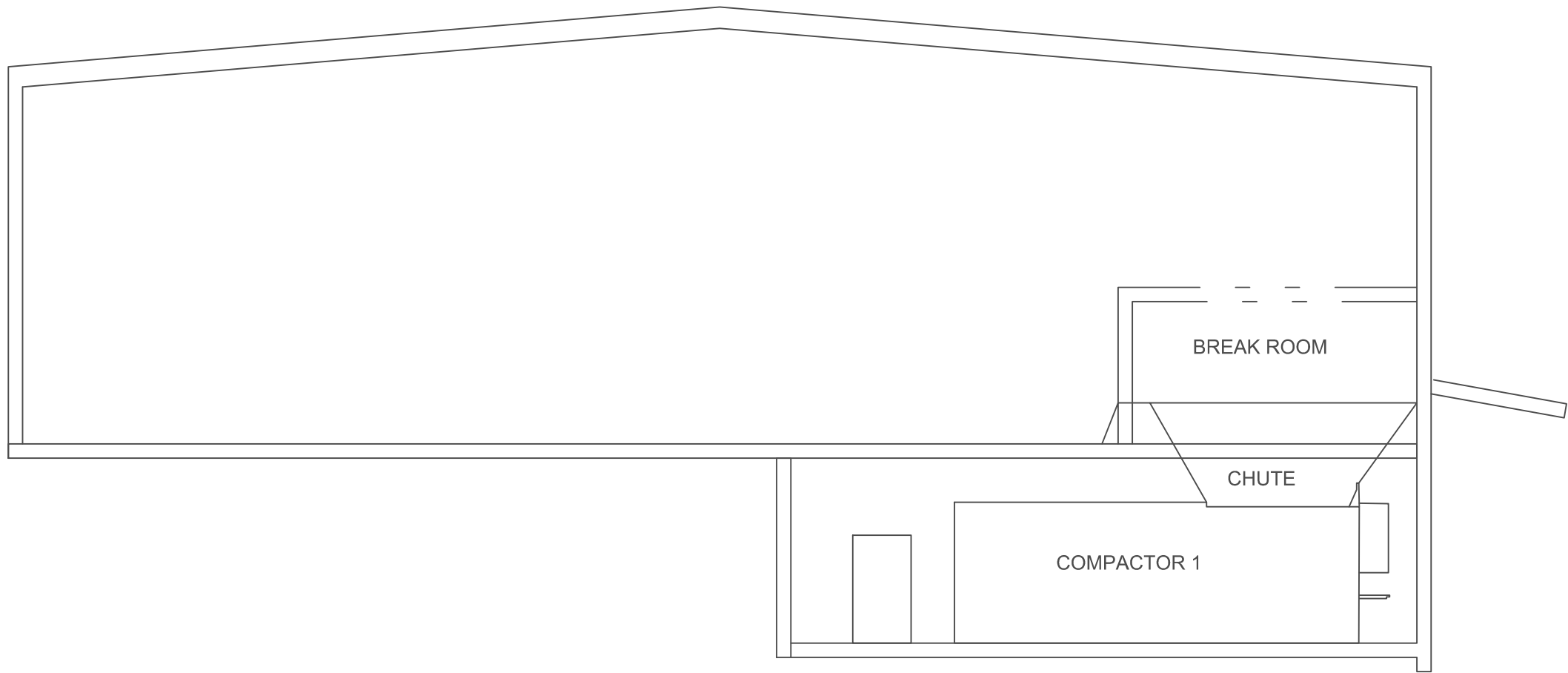


REVISIONS			DESCRIPTION
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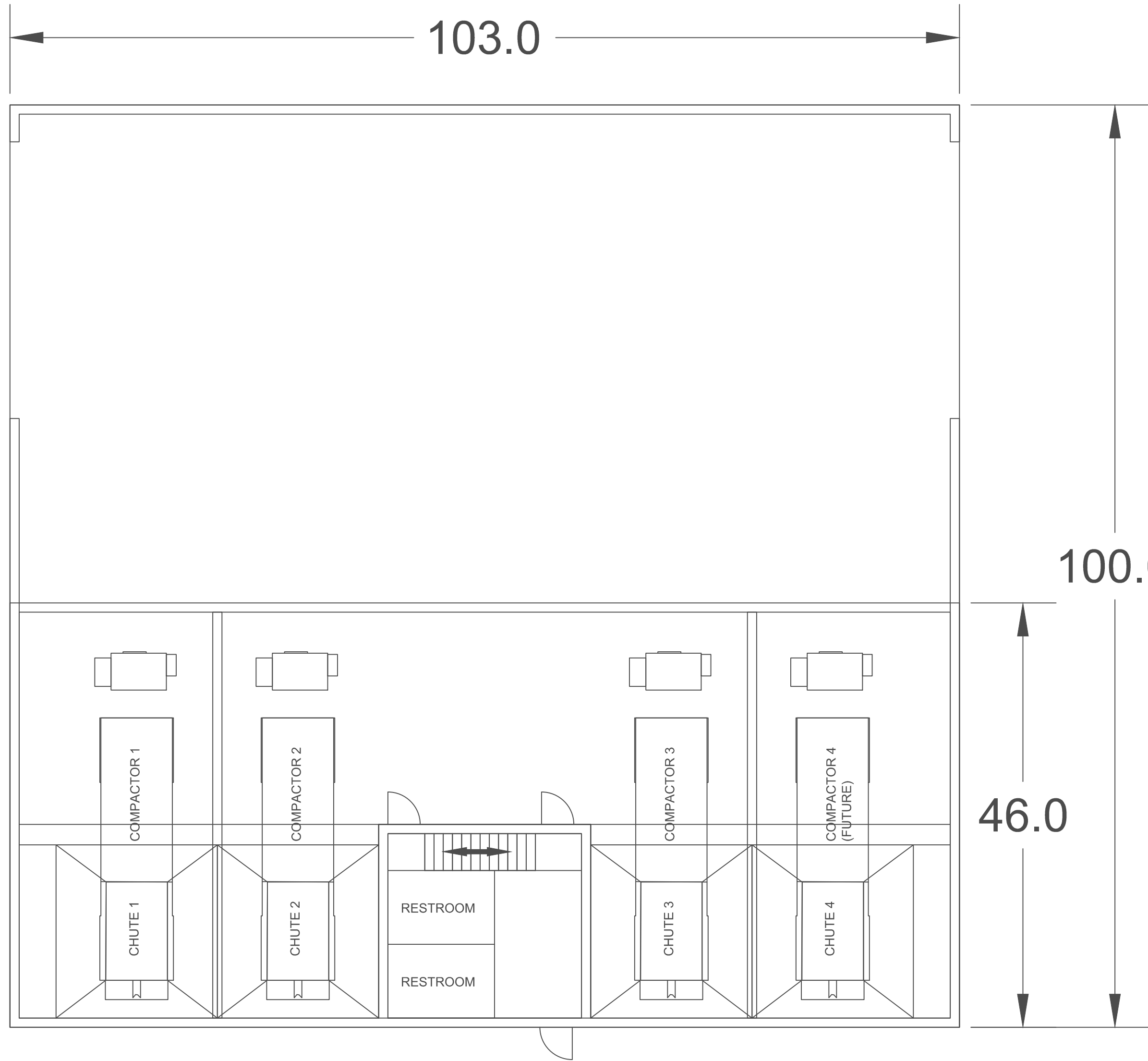
SOLID WASTE TRANSFER STATION AND MAINTENANCE BUILDING
SITE PLAN EXHIBIT
3050 GODWIN LANE



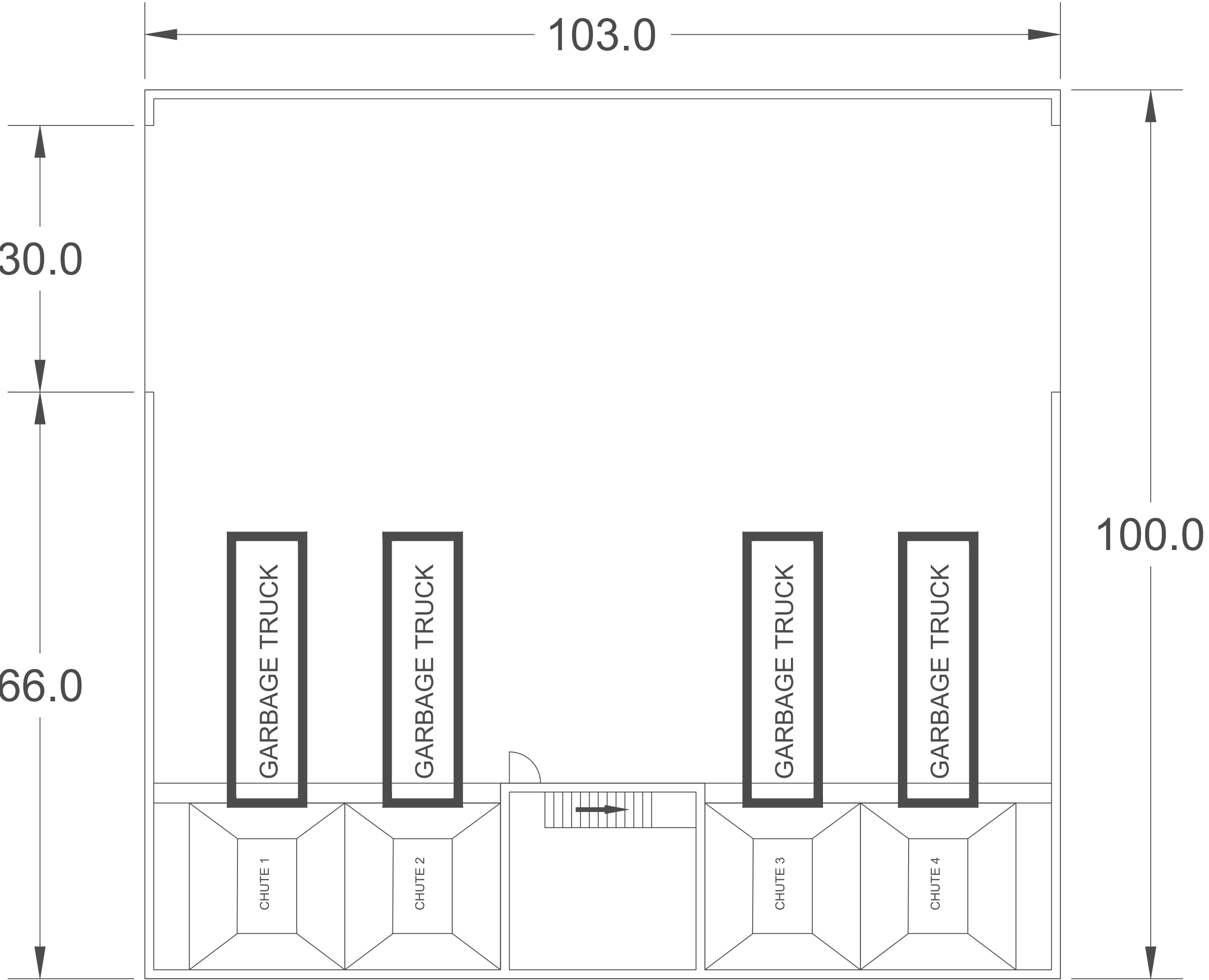
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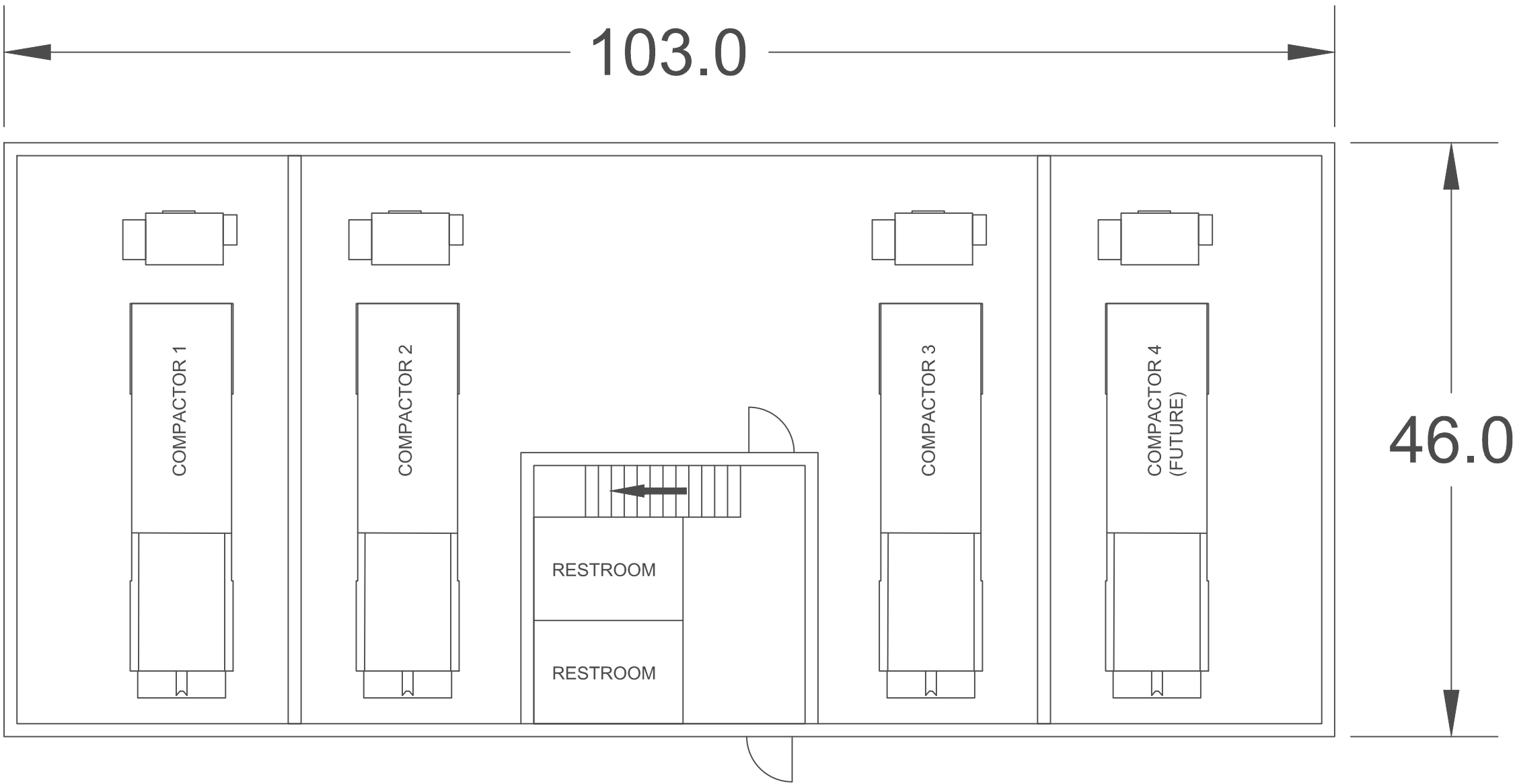
ELEVATION VIEW



FLOOR OVERLAY



SECOND FLOOR EL=+14.0



FIRST FLOOR EL=0.0

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SOLID WASTE TRANSFER STATION AND MAINTENANCE BUILDING
SOLID WASTE TRANSFER STATION EXHIBIT



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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, an independent special district created by the Laws 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 owner's 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 \$1,000,000 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.

EMERALD COAST UTILITIES AUTHORITY

GENERAL PROVISIONS

PURCHASE ORDER/CONTRACT

1. Supplies are of domestic origin unless indicated by proposer. If you are unable to bid, 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. 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. **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.

11. 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.
12. 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.
13. 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.
14. 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.
15. CHANGES – The Purchasing and Stores Division 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 Division, 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.

16. **TERMINATION FOR DEFAULT** – The Purchasing and Stores Division, 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.
17. **TERMINATION FOR CONVENIENCE** – The Purchasing and Stores Division 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.
18. **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).
19. **EXTENT OF OBLIGATION** – ECUA is obligated under a call-type Purchase Order only to the extent of authorized calls actually placed against this agreement.
20. **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.
21. **WARRANTIES** – In addition to all warranties, established by statute or common law or set forth elsewhere in this order, the Vendor expressly warrants that all material or services covered herein shall conform to all specifications, drawings, samples, and descriptions furnished or adopted by ECUA and shall be of the best quality and fit, and sufficient for the purpose for which purchased, if specified hereon, merchantable of good material and workmanship, and free from all latent and patent defects. ECUA’s failure to give notice to Vendor of any breach of warranty shall not discharge Vendor’s liability therefore. Without limiting the generality of the foregoing, Vendor agrees to be responsible for all defects in design, workmanship and materials, which may become apparent within twelve months of receipt by ECUA.
22. **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.

23. **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.
24. **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.
25. **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.
26. **DEVIATION FROM SPECIFICATIONS** – Emerald Coast Utilities Authority has the sole authority to determine if any deviation from the specifications cited is acceptable.
27. **E-VERIFY COMPLIANCE** – Pursuant to § 448.095(2) Florida Statutes (2021), Contractor shall register with and use the E-Verify system operated by the United States Department of Homeland Security to verify the work authorization status of all new employees hired by Contractor while performing work or providing services for Emerald Coast Utilities Authority (ECUA). Contractor shall also include in any related subcontracts a requirement that subcontractors performing work or providing services for ECUA on its behalf register with and use the E-Verify system to verify the work authorization status of all new employees hired by the subcontractor while performing work or providing services for ECUA. Additionally, Contractor shall include in any related subcontracts a requirement that subcontractors performing work or providing services for ECUA on its behalf provide Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with any unauthorized alien as defined in 8 U.S.C. § 1324a(h)(3). Contractor shall maintain a copy of such affidavit for the duration of its contract with ECUA.

EXHIBIT I

ADDENDUM RECEIPT ACKNOWLEDGEMENT CERTIFICATION

The undersigned acknowledges receipt of the following addenda to the solicitation document(s)
(Give number and date of each):

Addendum No. _____	Dated: _____
Addendum No. _____	Dated: _____
Addendum No. _____	Dated: _____
Addendum No. _____	Dated: _____
Addendum No. _____	Dated: _____

By the signature(s) below, I/we, the undersigned, as authorized signature to commit the firm, certify that the information as provided in the Addendum Receipt Acknowledgement Certification, is truthful and correct at the time of submission.

Proposer/Contractor Name: _____
Mailing Address: _____
Telephone Number: _____
Fax Number: _____
E-mail Address: _____

_____ Authorized Signature	_____ Printed Name	FEIN: _____
_____ Title	_____ Date	

HOW DID YOU FIND OUT ABOUT THIS PROPOSAL?

ECUA website _____ Escambia Sun Press _____ BidNet Direct _____
Other _____ (Please specify)

EXHIBIT II

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

EXHIBIT III

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

EXHIBIT IV

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/RFQ/PO: RFQ CC2023-20

EXHIBIT V

E-VERIFY COMPLIANCE

Contractor hereby certifies compliance with the following:

Pursuant to § 448.095(2) Florida Statutes (2020), Contractor shall register with and use the E-Verify system operated by the United States Department of Homeland Security to verify the work authorization status of all new employees hired by Contractor while performing work or providing services for ECUA. Contractor shall also include in any related subcontracts a requirement that subcontractors performing work or providing services for ECUA on its behalf register with and use the E-Verify system to verify the work authorization status of all new employees hired by the subcontractor while performing work or providing services for ECUA. Additionally, Contractor shall include in any related subcontracts a requirement that subcontractors performing work or providing services for ECUA on its behalf provide Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with any unauthorized alien as defined in 8 U.S.C. § 1324a(h)(3). Contractor shall maintain a copy of such affidavit for the duration of its contract with ECUA.

Bidder's Signature

Date

Company: _____

Bid/Rfq/PO: RFQ CC2023-20

EXHIBIT VI

AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES

This Agreement For Professional Engineering Services (hereinafter “Agreement”) is made and entered into as of this _ day of _, 2022, by and between the Emerald Coast Utilities Authority, an independent special district created by the Laws of Florida, (hereinafter “ECUA”) with administrative offices located at 9255 Sturdevant Street, Pensacola, Florida 32514, and _____, a private, for-profit entity which provides professional engineering services (hereinafter “Engineer”), with administrative offices located at _____ (each at times also being referred to as a “Party” or collectively as “Parties”).

WITNESSETH:

WHEREAS ECUA provides water, wastewater, solid waste and recyclables collection, and recycling processing services (hereinafter collectively referred to as “Utilities”) in or around Escambia and/or Santa Rosa Counties, Florida; and

WHEREAS ECUA desires professional engineering services to assist it in more efficiently delivering the services of one or more of its Utilities; and

WHEREAS Engineer is licensed and able to provide professional engineering services in the State of Florida; and

WHEREAS ECUA has engaged in a competitive selection and negotiation process with Engineer; and

WHEREAS the Parties desire to clarify the terms and conditions under which Engineer may deliver professional engineering services to ECUA.

NOW THEREFORE in consideration of the mutual promises and covenants contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. Recitals. The recitals contained in the preamble to this Agreement are declared to be true and correct and are hereby incorporated into this Agreement.

2. Term. The initial term of this Agreement shall be from the date identified above through September 30, 2023, and during that term ECUA may call upon Engineer to perform services with such frequency as ECUA decides, in its sole discretion, by way of ECUA’s issuance of a Scope of Work, which will delineate both the services to be provided and the fees therefore for each particular tasking. This Agreement shall thus apply to and govern any Scope of Work

EXHIBIT VI

issued by ECUA to Engineer on or before September 30, 2023, and shall remain in effect through the final completion of the tasks contemplated in the Scope of Work.

3. Scope of Work for services to be provided. The professional engineering and related services to be provided to ECUA by Engineer shall be of the specified nature outlined in any number of separately issued Scopes of Work, the form of which is attached hereto at **Exhibit “A.”** Once issued, each Scope of Work may only be amended by the Parties by way of a written agreement signed by both ECUA’s Executive Director and an individual having authority to bind Engineer and executed with the same formality as this Agreement. Each Scope of Work shall be supplemental to this Agreement and construed in harmony therewith; however, to the extent they directly conflict, the Scope of Work shall take precedence.

4. Standard of Care. The standard of care applicable to Engineer’s engineering and related services provided pursuant to this Agreement will be the degree of skill, care, and diligence normally displayed by competent and prudent professional engineers or consultants performing the same or similar services as that detailed within the Scope of Work, at the time Engineer performs those services. All services provided under this Agreement shall be provided by licensed engineers and other professionals and individuals skilled in other technical disciplines, as appropriate. Moreover, all designs, drawings, specifications, reports, and other services provided under this Agreement will conform to all codes and regulations applicable to the Project described in the Scope of Work, at the time the services are performed, including but not limited to the ECUA Engineering Manual in effect at the time each particular Scope of Work is issued. In addition to any other remedies available to ECUA, Engineer will re-perform, at no additional cost to ECUA, any engineering or related services not meeting the standard or requirements articulated within this paragraph.

5. Opinions of Cost. In providing opinions of costs, financial analyses, projections of economic feasibility, and schedules on any Project detailed within the Scope of Work, ECUA acknowledges that Engineer has no control over the cost or price of labor and materials, unknown and latent conditions at a proposed Project site, competitive bidding procedures and market conditions, and other economic and operational factors that may materially affect the ultimate Project cost or schedule. Accordingly, Engineer makes no warranty that ECUA’s actual Project costs, financial aspects, economic feasibility, or schedules will not vary from Engineer’s opinions, analyses, projections, or estimates.

EXHIBIT VI

6. Construction Progress Payments. Recommendations by Engineer to ECUA for periodic construction progress payments to the contractor(s) performing work on any Project described within the Scope of Work will be based upon Engineer's knowledge, information, and belief derived from site visits, selective sampling, and Engineer's informed opinion that the work has progressed to the point indicated. Any recommendations from Engineer in this regard do not represent that continuous examinations have been made by Engineer, that the final work will be acceptable in all respects, or that Engineer has made an examination to ascertain how or for what purpose the contractor(s) used any monies paid.

7. Engineer's Responsibility and Status as Independent Contractor; Subcontracts. Engineer is responsible for the professional quality, technical accuracy, timely completion, and the coordination of all designs, drawings, specifications, reports, and other services provided under this Agreement. Engineer acknowledges and represents that it is an independent contractor and will perform services for ECUA pursuant to each Scope of Work as an independent contractor and not as an agent or employee of ECUA. Engineer shall be responsible for directing the endeavors of its personnel in providing the services called for under this Agreement, and Engineer shall control the means and methods of the work performed by its personnel pursuant to this Agreement. Engineer may also retain such other subconsultants and/or subcontractors as it may deem necessary or desirable to perform the services called for under this Agreement, and Engineer shall be responsible for the management of its subcontractors and subconsultants.

8. Duties Pursuant to General Conditions. Engineer understands that ECUA's construction projects typically incorporate the Standard General Conditions of the Construction Contract prepared by the Engineers Joint Contract Documents Committee (2018 Edition) (hereinafter the "EJCDC General Conditions"). Engineer has read and is familiar with the EJCDC General Conditions. Engineer also understands that it may be called upon to perform such roles as are called upon in the EJCDC General Conditions, including making certain determinations called for under the EJCDC General Conditions. In performing in the role of Engineer, it shall perform all of its responsibilities in accordance with the EJCDC General Conditions, as amended by the Supplementary General Conditions as well as the Special Conditions, and any other applicable contract documents between ECUA and contractor(s) for that Project.

9. Compensation to Engineer.

(a) Engineering Services. ECUA will compensate Engineer for work

EXHIBIT VI

performed in accordance with the applicable issued Scope of Work.

(b) Travel Expenses. Should any Scope of Work require Engineer to travel, it shall specifically so state, and all such travel expenses shall be reimbursed by ECUA pursuant to Section 112.061, Florida Statutes, as amended. Should a Scope of Work not expressly address travel expenses, they shall be deemed to have been included in Engineer's overall fee, and no additional payment shall be made for travel expenses.

(c) Sub-Consultant and Other Non-Travel Expenses. The Parties acknowledge and understand that a Scope of Work may require Engineer to retain one or more Sub-Consultants in order to perform the work called for under that Scope of Work (for example, hiring a geotechnical engineer). If Engineer believes it will be necessary to retain a SubConsultant in order to accomplish any tasks included within the Scope of Work, it shall obtain ECUA's written authorization to do so. Any billings for Sub-Consultants or any other cost external to Engineer's office shall be subject to a markup by Engineer of no more than five percent (5%).

10. Terms of Payment. Engineer may submit invoices to ECUA for work that it has performed no more frequently than once every thirty (30) days. Each invoice will be accompanied by supporting documentation. ECUA shall tender payment within thirty (30) days of receipt of an invoice from Engineer, unless it provides written notice to Engineer of any sum which is disputed.

11. Engineer's Insurance Requirements. The ECUA Risk Management Policy and Standards for Agreements, Contracts, and Leases, consisting of nine (9) pages, which is attached hereto as **Exhibit "B"** (the "Risk Management Policy") is hereby incorporated into this Agreement and made a part thereof as fully as if set forth herein verbatim. Engineer shall deliver a Certificate of Insurance to ECUA verifying the presence of insurance which, at a minimum, conforms to the requirements articulated in Exhibit B and which identifies ECUA as a certificate holder/additional insured on said policy.

12. Indemnity Requirements. Engineer shall indemnify and hold harmless ECUA, and its officers and employees from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of Engineer and other persons employed or utilized by Engineer in the performance of any work performed pursuant to this Agreement.

13. Termination. ECUA may terminate the Agreement, with or without cause, upon seven (7) days written notice. Engineer may terminate the contract by providing thirty (30) days

EXHIBIT VI

written notice that no new individual Scope of Work will be accepted. In the event of Termination, Engineer shall provide such services as ECUA may request in order to complete projects or phases of projects previously identified by a Scope of Work, and any such services shall be performed in accordance with the terms and conditions of this Agreement.

14. Form of Drawings Produced. Any final drawings submitted by Engineer pursuant to this Agreement shall be presented to ECUA in accordance with Section 101 (Plan Preparation) and Section 4000 (Record Drawing Requirements) of the ECUA Engineering Manual in effect at the time the Scope of Work is issued. Upon submittal by Engineer, the Parties acknowledge and understand that such drawings and other documents shall become public records, absent the application of a specific statutory exemption.

15. Records. The Parties acknowledge that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes, as amended. In the event Engineer fails to abide by the provisions of Chapter 119, Florida Statutes, ECUA shall give written notice of the alleged violation of Chapter 119 and seven (7) calendar days to cure the alleged violation. If the alleged violation has not been cured at the end of that time period, ECUA may terminate this Agreement for cause.

Engineer further agrees to:

(a) Keep and maintain public records required to perform services under this Agreement.

(b) Upon request from ECUA's custodian of public records, provide ECUA with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

(c) Ensure that public records that are exempt or confidential from public records disclosure requirements are not disclosed except as authorized by law during the term of this Agreement and following completion of the Agreement if the Engineer does not transfer the records to ECUA.

(d) Upon completion of the Agreement, transfer, at no cost, to ECUA all public records in possession of the Engineer or keep and maintain public records required by the Engineer to perform the services under this Agreement. If the Engineer transfers all public

EXHIBIT VI

records to ECUA upon completion of the Agreement, the Engineer shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Engineer keeps and maintains public records upon completion of the Agreement, the Engineer shall meet all applicable requirements for retaining the public records. All records stored electronically must be provided to ECUA, upon request from the ECUA's custodian of public records, in a format that is compatible with the information technology systems of ECUA.

IF THE ENGINEER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, AS TO THE ENGINEER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT ECUA'S CUSTODIAN OF PUBLIC RECORDS AT 850-969-3300, AMANDA.MILLER@ECUA.FL.GOV AND "PUBLIC RECORDS CUSTODIAN," 9255 STURDEVANT STREET, PENSACOLA, FLORIDA 32514.

16. Third Party Beneficiaries. It is specifically agreed between the Parties executing this Agreement that it is not intended by any of the provisions or any part of this Agreement to create in the public or any member thereof, a third-party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal damages pursuant to the terms or provisions of this Agreement.

17. Successors. This Agreement is binding on the successors and assigns of Engineer and ECUA. However, this Agreement may not be assigned, in whole or in part, to any third parties without the written consent of both Engineer and ECUA, and such consent shall not be unreasonably withheld.

18. Governing Law; Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and the Parties stipulate that venue for any matter which is the subject of this Agreement shall lie in Escambia County, Florida.

19. Dispute Resolution. The Parties agree that in the event of any dispute or claim relating to, arising out of, or interpreting this Agreement arises, all such disputes or claims shall be fully, finally, and exclusively decided by a State court of competent jurisdiction sitting in Escambia County, Florida. Additionally, the Parties knowingly and willingly hereby waive their respective rights to have any such disputes or claims decided by a jury; instead, their sole relief

EXHIBIT VI

shall be via a bench trial in which the judge alone sits as the finder of fact.

20. Headings. Headings and subtitles used throughout this Agreement are for the purpose of convenience only, and no heading or subtitle shall modify or be used to interpret the text of any section.

21. Interpretation. This Agreement shall not be more strictly construed against either Party by reason of the fact that one Party may have drafted or prepared any or all of the terms and provisions of this Agreement.

22. Severability. The invalidity or non-enforceability of any portion or provision of this Agreement shall not affect the validity or enforceability of any other portion or provision. Any invalid or unenforceable portion or provision shall be deemed severed from this Agreement, and the balance of this Agreement shall be construed and enforced as if this Agreement did not contain such invalid or unenforceable portion or provision.

IN WITNESS WHEREOF, the Parties have executed this Agreement, by and through their duly undersigned and authorized representatives, as of the date and year first written above.

EMERALD COAST UTILITIES AUTHORITY:

ENGINEER:

By: J. Bruce Woody, P.E., M.P.A.
Executive Director

By: _____

EXHIBIT VI

EXHIBIT “A”

Scope of Work issued
pursuant to
Agreement for Professional Engineering Services dated

At a minimum, the form of the Scope of Work shall include the following categories:

1. Specified Nature of Services to be Performed.
2. Deliverables.
3. Anticipated Time Frame/s.
4. Professional Fees, Costs, and Other Expenses.
5. Date of Issuance.

EMERALD COAST UTILITIES AUTHORITY:

ENGINEER:

By: J. Bruce Woody, P.E., M.P.A.
Executive Director

By: _____

EXHIBIT VI

EXHIBIT "B"

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, an independent special district created by the Laws 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.

EXHIBIT VI

EXHIBIT “B”

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.

EXHIBIT VI

EXHIBIT "B"

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.

EXHIBIT VI

EXHIBIT “B”

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.

EXHIBIT VI

EXHIBIT “B”

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

EXHIBIT VI

EXHIBIT “B”

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.

EXHIBIT VI

EXHIBIT “B”

☐ **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

EXHIBIT VI

EXHIBIT “B”

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 \$1,000,000 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.

EXHIBIT VI

EXHIBIT “B”

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.