

**REQUEST FOR QUALIFICATIONS (RFQ) FOR
ENGINEERING CONSULTANT SERVICES FOR SEWER
EXPANSION PROJECTS**

RFQ NO. CC2023-10

EMERALD COAST UTILITIES AUTHORITY

P.O. BOX 17089

PENSACOLA, FL 32522-7089

February 2023

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LEGAL ADVERTISEMENT

Sealed qualification packages for engineering firms interested in pre-qualifying to provide engineering consultant services for Sewer Expansion Projects 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, Tuesday, March 28, 2023 at which time bids submitted will be publicly opened and read aloud in Room 2202, Finance Conference Room. Information may be obtained free of charge from ECUA, Purchasing and Stores Division (850-969-6350), or via email at tony.howard@ecua.fl.gov, or on the Bidnet Direct website www.bidnetdirect.com/florida/emeraldcoastutilitiesauthority. on the web at www.ecua.fl.gov. Packages received after 2:00 p.m., local time, Tuesday, March 28, 2023, will be returned unopened. ECUA reserves the right to reject any and all packages and re-advertise.

Bid proposal must be clearly marked on the envelope:

BID: Pre-Qualification for Engineering Consultant Services for Sewer Expansion Projects

BID NUMBER: CC2023-10

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PART 1 - GENERAL INFORMATION

1.1 Purpose

The purpose of this Request for Qualifications (RFQ) is to identify and select professional engineering firms to provide surveying and geotechnical services, design & plans production, permitting, bidding / contract management assistance, and construction administration assistance, and certification / record drawing preparation for sewer expansion projects in areas stipulated by the Emerald Coast Utilities Authority (ECUA).

The intended result of this RFQ is to choose four (4) professional engineering firms and assign each firm a project involving one of four septic-to-sewer construction projects. Two projects will involve the design and construction of ECUA standard lift stations, thus experience related to hydraulics, instrumentation and electrical controls, and structural design will be mandatory for consideration on those particular projects. Additionally, the replacement of antiquated water mains will be incorporated into the sewer expansion projects, as applicable. See Part 5 labeled "Attachments" for vicinity maps indicating the approximate boundaries of each proposed project.

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 Background

ECUA recently applied for grant funding through the Florida Department of Environmental Protection (FDEP) for Septic to Sewer Conversion Projects in areas located near degraded waterbodies, predominately within the watershed boundaries of Bayou Chico and Bayou Grande. The five locations originally proposed would have provided approximately 1,150 connections for new sewer customers. To better define the proposed construction limits, ECUA conducted mailings, meetings and telephone calls. The result of ECUA's outreach to the community caused the original five locations to be reduced to four, with approximately 520 new connections in the Brownsville community and in close proximity to Bayou Chico. Two of the projects will connect to an existing gravity system while two projects will require the construction of a new lift station. ECUA has prioritized projects within the Bayou Chico basin due to the negative impact failing or poorly functioning septic tanks have on the already stressed water body. Failing septic systems contribute to the movement of pathogens, excess nutrient loading, and leaching of household wastes that can contaminate drinking water supplies.

ECUA is referring to the four proposed projects as the following:

- 1) Brownsville Area – Connect to Existing Gravity Sewer
- 2) Brownsville Area – Connect to Gravity Sewer on Lee Street
- 3) Brownsville Area – Gravity Sewer to Lift Station on Dominquez Street
- 4) Navy Boulevard Area – Gravity Sewer to Lift Station on Chaseville Street

See **Part 6** for maps indicating the approximate construction boundaries.

1.3 Questions

All questions concerning the specifications, requests for additional information, or qualifications submission procedures can be emailed to the Purchasing and Stores Division Sole Point of Contact (POC) (as listed below) by March 8, 2023, noon, central 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 solicitation requirements.

1.4 Issuing Office

Executive Director
Emerald Coast Utilities Authority
PO Box 17089
Pensacola, Florida 32522-7089

1.5 Contact Office

Purchasing and Stores Division
Emerald Coast Utilities Authority
PO Box 17089
Pensacola, Florida 32522-7089
Email: Anthony.howard@ecua.fl.gov

1.6 Notification

A legal advertisement describing this RFQ will be published in the Escambia Sun Press providing notice to interested parties and information on how to obtain a complete RFQ package. Interested firms can access RFQ documents either from the ECUA website at www.ecua.fl.gov or from Bid Net Direct website at www.bidnetdirect.com/florida/emeraldcoastutilitiesauthority.

1.7 Rejection

The right is reserved by the ECUA to accept or reject any or all qualifications packages or to waive an informality existing in any qualifications packages or to accept the qualifications packages which best serve the interest and intent of this request.

1.8 Cost

The ECUA is not liable for any costs incurred by consultants in responding to this RFQ.

1.9 Addenda

Any changes in the RFQ will be brought to the attention of all persons who have been provided with or are otherwise identified as having received this RFQ information package. The ECUA reserves the right to request additional information as required to adequately evaluate all qualifications packages. Interpretations or clarification considered necessary by the Engineer in response to such questions will be issued by addenda to the ECUA website to all parties registered to receive documents about this bid via the website. Only questions answered by addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

1.10 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.

1.11 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 qualifications package for a period of 36 months.

1.12 Non-Confidentiality of Qualifications Packages

ECUA does not warrant the confidentiality of qualifications packages submitted in response to this request for qualifications packages. All qualifications packages are subject to Florida's Public Records Law. Proposers requiring confidentiality should not submit.

RFQ tabulations/list of proposers will be posted for review by interested parties on the ECUA website, www.ecua.fl.gov on or about March 28, 2023. It will also be posted for review in the purchasing section at ECUA, 9255 Sturdevant Street (Ellyson Industrial Park) on or about, and will remain posted for seventy-two (72) hours, excluding weekends and holidays.

1.13 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 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 a formal solicitation 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 as non-responsive shall be filed not later than 5:00 p.m. of the third business day following notice to the bidder of the rejection. Notice of protest of the award or intended award of a purchase order or contract to the lowest bidder shown on a posted bid tabulation shall be filed not later than 5:00 p.m. of the third business day following the posting of the bid tabulation. Notice of protest of the award or intended award of a purchase order or contract to a bidder other than the lowest bidder shown on a posted bid tabulation shall be filed not later than 5:00 p.m. of

the third business day following notice of the award of a purchase order or contract.

A notice of protest shall be in writing and shall state the subject matter of the protest.

A formal written protest shall be filed within 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 solicitation or purchase order or contract award process until the protest has been resolved. However, the 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.

1.14 Other Provisions

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

1. Keep and maintain public records required by ECUA to perform the service.
2. 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.
3. 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.
4. 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](tel:850-969-3302), AMANDA MILLER AMANDA.MILLER@ECUA.FL.GOV, AND , 9255 STURDEVANT STREET, PENSACOLA, FLORIDA 32514.

PART 2 - SCOPE OF WORK

2.1 Objectives

Professional services to be furnished by the consultant (hereinafter may be referred to as contractor) will be of a general civil engineering nature with primary focus on potable water and domestic wastewater systems. Specific expertise should include, but may not be

limited to, the design of potable water distribution and wastewater collection systems. 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 primary water and sewer projects.

2.2 Scope

Primary projects, which may require general engineering/consultant services, include the following:

A. Planning, Investigation and Report Preparation Services:

- 1) Preparation of hydraulic models for a new lift station utilizing ECUA's current sewer hydraulic model developed using InfoWorks ICM software.
- 2) Boundary, topographic, engineering, and other specific purpose surveys.
- 3) Preparation of legal descriptions, sketches, renderings, etc.

B. Design Services:

- 4) Design of new potable water facilities including water mains and water services.
- 5) Design of systems for the collection and transmission of wastewater.
- 6) Preparation of all drawings, specifications and other contract documents necessary for bidding the work described above.
- 7) Preparation of all necessary permits and legal descriptions for deeds, and easements needed for the above work in compliance with appropriate laws, regulations, and rules.
- 8) Conduct pre-bid conferences.
- 9) Assistance in obtaining approval of regulatory agencies.
- 10) Participation in submission to and negotiations with permitting authorities.
- 11) Evaluation of bids and recommendations for award of construction contracts.
- 12) Distribution of contract documents during bidding of projects.
- 13) Issuance of revisions or addenda to documents.
- 14) Review and recommendations concerning the acceptability of subcontractors, substitute materials and/or equipment.

C. Construction Services:

- 15) Coordination with the ECUA staff in the administration of construction

contracts.

- 16) Review and approval of shop drawings for proposed construction work.
- 17) Preparation of change orders to construction contracts.
- 18) Site visits at appropriate intervals during construction.
- 19) Attend monthly progress meetings and provide a monthly written record of progress on the project
- 20) Inspection services.
- 21) Review and approval of samples and results of tests and inspections, and maintenance and operating instructions.
- 22) Determination of suitability of materials and equipment provided by contractors.
- 23) Contract administration services.
- 24) Review and recommendations related to payment requests.
- 25) Preparation of operation and maintenance manuals.
- 26) Certification of final construction as to acceptability.
- 27) Provision of services after construction such as inspections during any guarantee period and reporting observed discrepancies under warranties.
- 28) Submitting a list of addresses, with property types identified, where sanitary sewer laterals / services were installed.
- 29) Preparation of As-Built drawings correctly reflecting the location of new facilities constructed, including the location of sanitary sewer laterals / services.

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., Central Time, March 28, 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:

**ENGINEERING CONSULTANT SERVICES FOR SEWER
EXPANSION PROJECTS 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.

B. 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	February 23, 2023
Deadline for Questions/Request for Clarifications	* March 8, 2023 12:00 pm central time
Estimated issuance of Addendum: Questions Answered	* March 10, 2023 4:00 pm central time
Proposal Due Date/Time (Deadline)	* March 28, 2023 2:00 pm central time
Recommendation to Citizens' Advisory Committee/Board of Directors	** April 18, 2023
Anticipated Contract Approval/Award	** April 25, 2023
Effective Date of Contract(s)	May 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.

3.2 Minimum Qualifications

1. Principal firms must be licensed to practice engineering in the State of Florida pursuant to the provisions of Chapter 471, Florida Statutes. For other proposed professional services such as surveying and 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.
2. Firms must be able to meet the insurance requirements outlined in the enclosed "ECUA Risk Management Policy and Standards for Agreements, Contracts and Leases."
3. 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 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:

1. Letter of Transmittal - signed by a company official with the power to bind the company in its qualifications package.
2. Introduction to the Firm - may include a brief history, current size, organizational structure, office location(s), etc.
3. 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.
4. 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.
5. 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.
6. Representative Projects List
7. Representative Client List
8. Firm Credentials - copy of current, valid Florida corporation license to practice professional engineering.
9. 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.
10. 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:

- Hydraulic Modeling
- Electrical Systems Analysis & Design

- Mechanical Systems Analysis & Design
- Instrumentation & Control Systems
- Geotechnical Engineering Services
- Structural Engineering Services Planning Services
- Landscape Architectural Services

3.5 Joint Venture Qualifications Packages

Given the nature of the anticipated scope of work, qualifications packages submitted as a joint venture consisting of two or more firms are not desired.

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. A different engineering consulting firm will be selected for each of the four septic-to-sewer conversion projects noted herein.

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 these projects will be contracted on the basis of a lump sum fee. If ECUA cannot reach agreement with the first firm for each septic-to-sewer project concerning fees, it may then enter negotiations with the next firm.

EXHIBIT A 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

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EXHIBIT B 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

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EXHIBIT C 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:_____

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EXHIBIT D 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.

Signature

Date

Name & Title of Signer

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EXHIBIT E 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 \$1,000,000 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.

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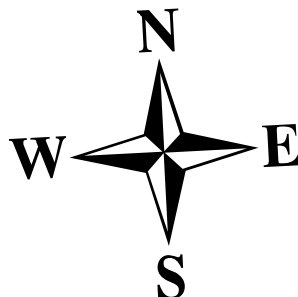

PART 6 – PROJECT AREA MAPS

Brownsville Connect to Ex Area

Brownsville Connect to Existing Area - Revised Lots to be Receiving Sewer


147 Total
54 Yes (37%)
21 Vacant
8 No
64 No Response

Gravity Main
Force Main



Date: 8/12/2022

Not To Scale

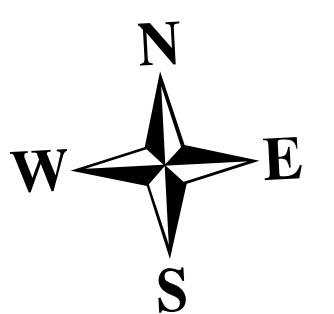
 Revised Lots to be Recieving Sewer

— Gravity Main
- - - Force Main

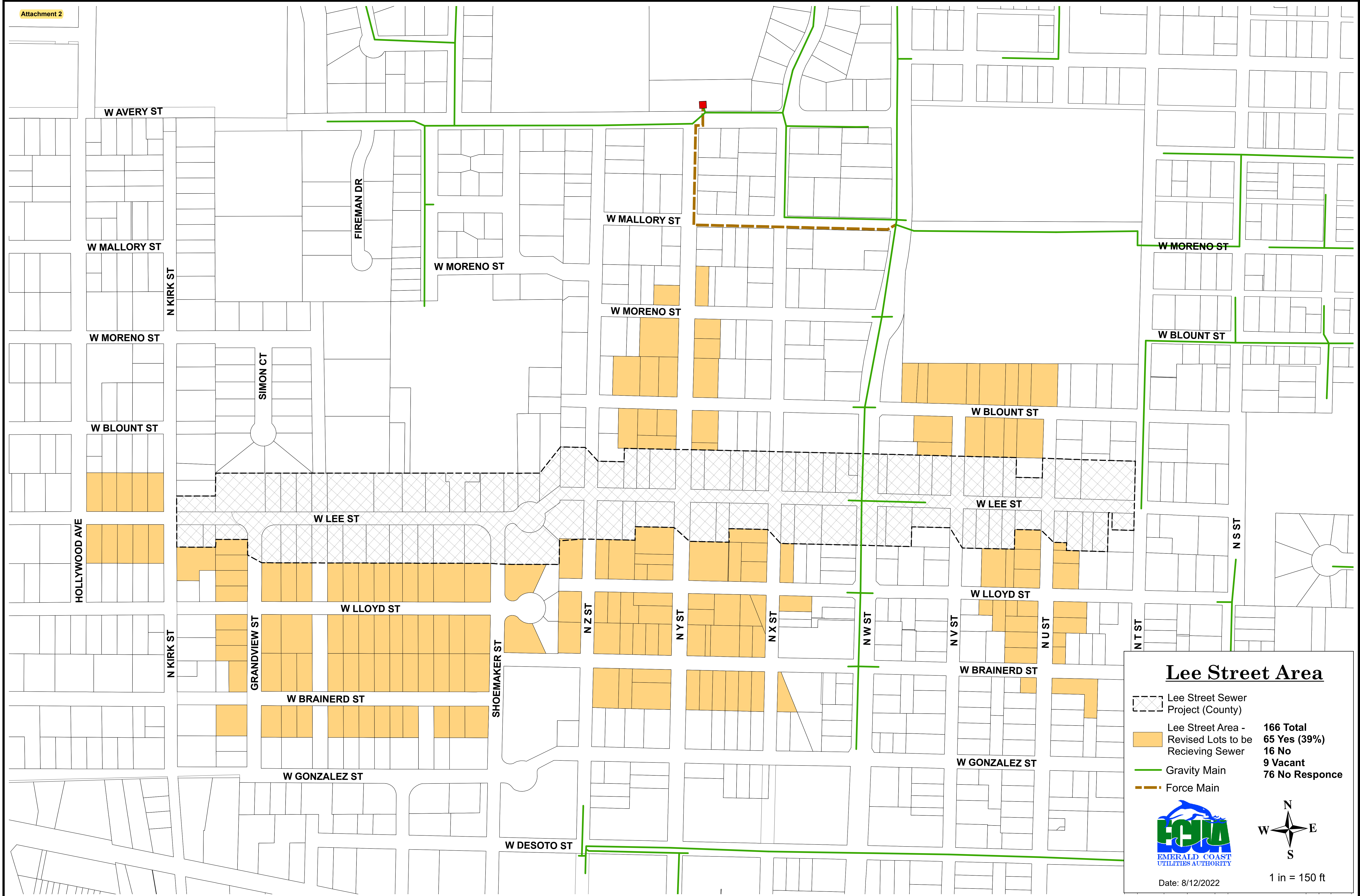
147 Total
54 Yes (37%)
21 Vacant
8 No
64 No Response







Date: 8/12/2022



Not To Scale



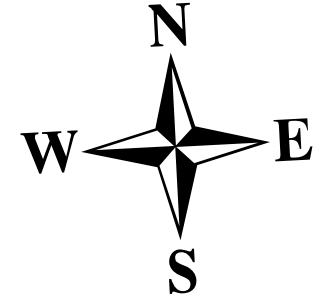
Lee Street Area

-  Lee Street Sewer Project (County)
-  Lee Street Area - Revised Lots to be Recieving Sewer
-  Gravity Main
-  Force Main

166 Total
65 Yes (39%)
16 No
9 Vacant
76 No Response



Date: 8/12/2022



1 in = 150 ft



West Brownsville Area

West Brownsville Area

97 Total

35 Yes (36%)

16 Vacant

9 No

37 No Response

W

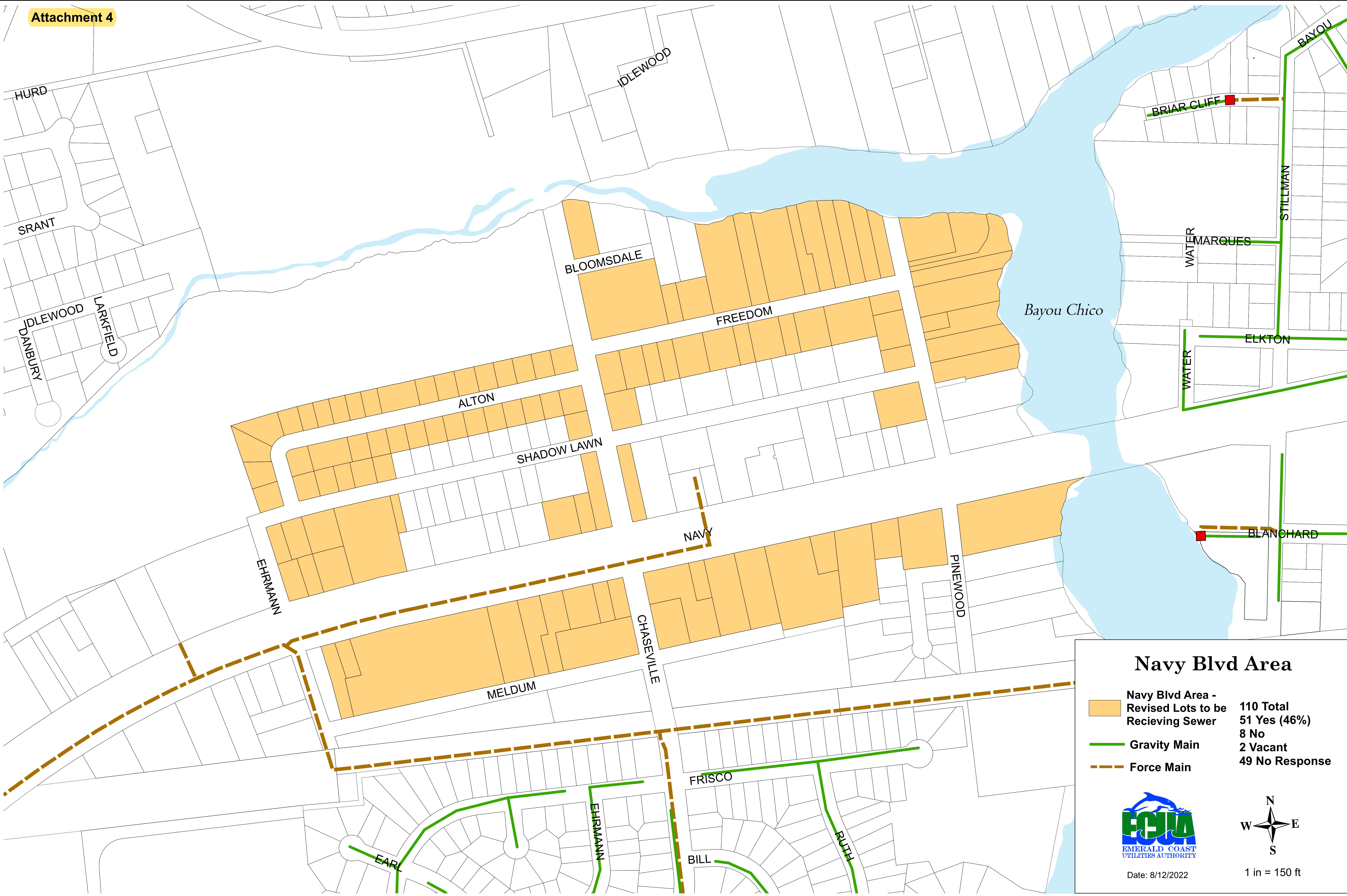
N

E




S

1 in = 200 ft

Date: 8/9/2022

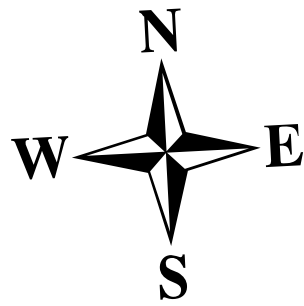


Navy Blvd Area

	Navy Blvd Area - Revised Lots to be Recieving Sewer	110 Total
		51 Yes (46%)
		8 No
		2 Vacant
		49 No Response
	Gravity Main	
	Force Main	



Date: 8/12/2022



1 in = 150 ft