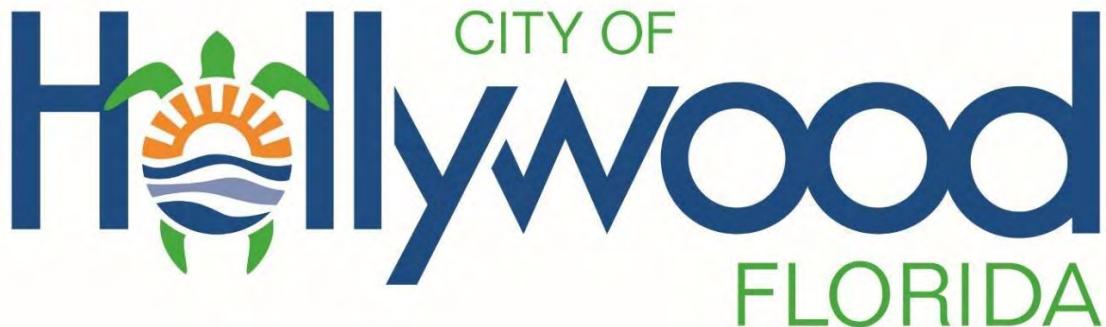


**PROJECT NO.: 22-5145**

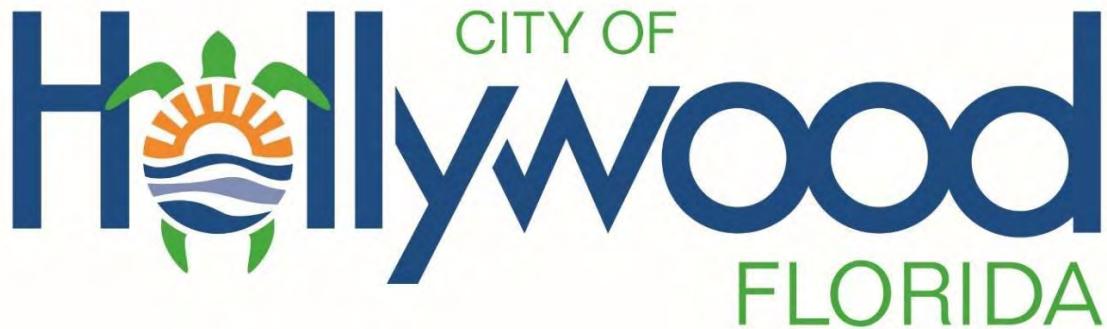
**CITY OF HOLLYWOOD**  
**CONTRACT DOCUMENTS AND SPECIFICATIONS FOR**  
**LEAD AND COPPER RULE REVISIONS (LCRR) SERVICE LINE**  
**MATERIAL INVENTORY (RE-BID) FY-2024**

**FEBRUARY 2024**



Prepared By:

**ENGINEERING SUPPORT SERVICES DIVISION**  
1621 N 14TH Avenue  
PO Box 229045  
Hollywood, FL 33022-9045



## **Invitation for Bids**

**IFB-126-23-JJ**

**LEAD AND COPPER RULE REVISIONS (LCRR) SERVICE LINE  
MATERIAL INVENTORY (Re-Bid) FY-2024  
22-5145**

**FOR THE  
CITY OF HOLLYWOOD, FLORIDA (CITY)**

**IFB Issue Date:** October 2, 2023

**Questions Due Date:** October 23, 2023

**Submittal Due Date:** October 30, 2023, at 3 p.m. ET

**CITY OF HOLLYWOOD**  
**IFB 082-23-JJ**  
**LEAD AND COPPER RULE REVISIONS (LCRR) SERVICE LINE MATERIAL INVENTORY**  
**22-5145**  
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## SECTION I – INTRODUCTION

### 1.1 **Purpose**

The City of Hollywood, Florida (City) is seeking bids from qualified and experienced firms, hereinafter referred to as the Contractor or Bidder, to provide a service line material inventory for the City, in accordance with the terms, conditions, and specifications contained in this solicitation. Responses to this solicitation are due by **October 30, 2023, by 3:00 PM EST**, and will be opened in a virtual public setting on **October 30, 2023, at 3:00 PM EST** at [www.opengov.com](http://www.opengov.com).

Submittals shall be received electronically through OpenGov.

Submittals shall be considered an offer on the part of the bidder/proposer, which offer shall be deemed accepted upon approval of the City, and in case of default, the City reserves the right to accept or reject any or all bids/proposals, to waive irregularities and technicalities, and request new bids/proposals. The City also reserves the right to award any resulting agreement as it deems will best serve the interests of the city.

### 1.2 **Pre-bid Conference (Non-Mandatory)**

There will be a virtual pre-bid conference scheduled for this solicitation. It is strongly suggested that all Contractors attend the pre-bid conference to receive information that may be critical to their understanding of this solicitation.

<https://cohfl.webex.com/cohfl/j.php?MTID=m467821fb7bdc3fcc825badf08a3c324b>

Meeting number:

2633 521 9614

Password:

bqGvEAyD342

It is the sole responsibility of the Contractor to become familiar with the scope of the City's requirements prior to submitting a bid. No variation in price or conditions shall be permitted based upon a claim of ignorance. Submission of a bid will be considered evidence that the Bidder has familiarized themselves with the nature and extent of the work, equipment, materials, and labor required.

### 1.3 **OpenGov**

The City of Hollywood uses OpenGov ([www.OpenGov.com](http://www.OpenGov.com)) to administer the competitive solicitation process, including but not limited to soliciting bids, issuing addenda, posting results and issuing notification of an intended decision.

The City shall not be responsible for a Bidders inability to submit a bid by the bid end date and time for any reason, including issues arising from the use of OpenGov.

### 1.4 **Point of Contact**

For information concerning procedures for responding to this solicitation, contact the Point of Contact within the Office of Procurement Services, Jean Joinville, Senior Purchasing Agent at [jjoinville@hollywoodfl.org](mailto:jjoinville@hollywoodfl.org) or by phone at (954) 921-3290, or Staci Alli, Office Assistant I at [salli@hollywoodfl.org](mailto:salli@hollywoodfl.org) or by phone at 954-921-3222. Such contact is to be for clarification purposes only. All questions must be submitted in writing via OpenGov by **October 23, 2023, by 5:00 PM EST** in order to receive a response.

For information concerning technical specifications, please utilize the question / answer feature provided by OpenGov at [www.OpenGov.com](http://www.OpenGov.com). Questions of a material nature must be received prior to the cut-off

date specified in the solicitation schedule. Material changes, if any, to the scope of services or bidding procedures will only be transmitted by written addendum. (See addendum section of OpenGov Site). Bidders please note: No part of your bid can be submitted via FAX. No variation in price or conditions shall be permitted based upon a claim of ignorance. Submission of a bid will be considered evidence that the Bidder has familiarized themselves with the nature and extent of the work, and the equipment, materials, and labor required. The entire bid response must be submitted in accordance with all specifications contained in this solicitation. The questions and answers submitted in OpenGov shall become part of any contract that is created from this solicitation.

It is the sole responsibility of the Bidder to ensure that their bid is submitted electronically through OpenGov at [www.OpenGov.com](http://www.OpenGov.com).

1.5

### **Cone of Silence**

The City of Hollywood City Commission adopted Ordinance No. O-2007-05, which created Section 30.15(F) imposing a Cone of Silence for certain City purchases of goods and Services.

The Cone of Silence refers to limits on communications held between vendors and vendor's representatives and City elected officials, management and staff during the period in which a Formal Solicitation is open.

The Ordinance does allow potential vendors or vendor's representatives to communicate with designated employees for the limited purpose of seeking clarification or additional information. The names and contact information of those employees that may be contacted for clarification or additional information are included in the solicitation.

The Cone of Silence does not prohibit a vendor or vendor's representative from communicating verbally, or in writing with the City Manager, the City Manager's designee, the City Attorney or the City Attorney's designee on those procurement items to be considered by the City Commission.

The Cone of Silence does not prohibit a vendor or vendor's representative from making public presentations at a duly noticed pre-bid conference or duly noticed evaluation committee meeting or from communicating with the City Commission during a duly noticed public meeting.

The Cone of Silence shall be imposed when a formal competitive solicitation has been issued and shall remain in effect until an award is made, a contract is approved, or the City Commission takes any other action which ends the solicitation.

To view the Cone of Silence, go to the City of Hollywood Code of Ordinance online, and view [Section 30.15F.](#)

All communications regarding this bid should be sent in writing to the Procurement Services Division as identified in this bid.

*END OF SECTION*

## **SECTION II - SPECIAL TERMS AND CONDITIONS**

### **2.1 Addenda, Changes, and Interpretations**

It is the sole responsibility of each firm to notify the Point of Contact utilizing the question / answer feature provided by OpenGov and request modification or clarification of any ambiguity, conflict, discrepancy, omission or other error discovered in this competitive solicitation. Requests for clarification, modification, interpretation, or changes must be received prior to the Question and Answer (Q & A) Deadline. Requests received after this date may not be addressed. Questions and requests for information that would not materially affect the scope of services to be performed or the solicitation process will be answered within the question / answer feature provided by OpenGov and shall be for clarification purposes only. Material changes, if any, to the scope of services or the solicitation process will only be transmitted by official written addendum issued by the City and uploaded to OpenGov as a separate addendum to the solicitation. Under no circumstances shall an oral explanation given by any City official, officer, staff, or agent be binding upon the City and should be disregarded. All addenda are a part of the competitive solicitation documents and each firm will be bound by such addenda. It is the responsibility of each to read and comprehend all addenda issued.

### **2.2 Dimensions, Quantities and Subsurface Information**

Dimensions, quantities, and subsurface information supplied by the City are in no way warranted to indicate true amounts or conditions. Bidders/Contractors shall neither plead misunderstanding or deception nor make claims against the City if the actual amounts, conditions, or dimensions do not conform to those stated. Any "Outside" reports made available by the Engineer are neither guaranteed as to accuracy or completeness, nor a part of the Contract Documents.

### **2.3 Trench Safety Form**

The Trench Safety Form included in the Bid Documents must be completed and signed. Noncompliance with this requirement may invalidate the bid.

### **2.4 Changes and Alterations**

Bidder may change or withdraw a Bid at any time prior to Bid submission deadline; however, no oral modifications will be allowed. Modifications shall not be allowed following the Bid deadline.

### **2.5 Bidder's Costs**

The City shall not be liable for any costs incurred by Bidders in responding to this solicitation.

### **2.6 Pricing/Delivery**

All pricing must include delivery and installation and be quoted FOB: Destination, unless specified otherwise in Section III.

### **2.7 Price Validity**

Prices provided in this solicitation shall be valid for at least One-Hundred and Twenty (120) days from time of solicitation opening unless otherwise extended and agreed upon by the City and Bidder.

### **2.8 No Exclusive Contract**

Bidder agrees and understands that the contract shall not be construed as an exclusive arrangement and further agrees that the City may, at any time, secure similar or identical services from another vendor at the City's sole option.

### **2.9 Responsive**

In order to be considered responsive to the solicitation, the firm's bid shall fully conform in all material respects to the solicitation and all of its requirements, including all form and substance.

**2.10 Responsible**

In order to be considered as a responsible firm, firm shall be fully capable to meet all of the requirements of the solicitation and subsequent contract, must possess the full capability, including financial and technical, to perform as contractually required, and must be able to fully document the ability to provide good faith performance.

**2.11 Minimum Qualifications**

To be eligible for award of a contract in response to this solicitation, the Bidder must demonstrate that they have successfully completed services as specified in Section III of this solicitation and included in Form 15, are normally and routinely engaged in performing such services, and are properly and legally licensed (if required) to perform such work. Bidder must possess, and be able to provide the City with any and all required Federal, State, County and/or municipal licenses, and occupational licenses. Bidder must be able to provide proof of valid licensing for all subcontractors and/or material suppliers hired by the contractor, if requested. In addition, the Bidder must have no conflict of interest with regard to any other work performed by the Bidder for the City.

**2.12 Award of Contract**

Award may be in the aggregate, or by line item, or by group, whichever is determined to be in the best interest of the City.

The Contract will be awarded only to a Bidder, who in the opinion of the **Engineer**, is fully qualified to undertake the work, quoting the lowest price, for that product/service that will best serve the needs of the City. The City reserves the right before awarding the Contract to require a Bidder to submit such evidence of his qualifications as it may deem necessary and may consider any available evidence of his financial status, technical qualifications, and other qualifications and abilities.

The City also reserves the right to accept or reject any or all bids, part of bids, and to waive minor irregularities or variations to specifications contained in bids, and minor irregularities in the bidding process. The City reserves the right to make multiple awards for this contract. The City also reserves the right to award the contract on a split order basis, lump sum basis, individual item basis, or such combination as shall best serve the interest of the City.

**2.13 Execution Of Contract**

The Bidder to whom the Contract is awarded shall, within ten days of the date of award, execute and deliver three (3) copies of the following to the Engineer.

- A. The Contract
- B. Performance and Payment Bond
- C. Evidence of required Insurance
- D. Proof of authority to execute the Contract
- E. Proof of authority to execute the Bond on behalf of the Awardee
- F. List of Subcontractors, estimated Contract Value for each and proof that such subcontractors possess all required Federal, State, County and/or municipality licenses, including but not limited to certified competency and occupational license

The above documents must be furnished, executed, and delivered before the Contract will be executed by the City. The Contract shall not be binding upon the City until it has been executed by the City and a copy of such fully executed Contract is delivered to the Contractor.

**2.14 Failure To Execute Contract, Bid Guaranty Forfeited**

Should the Bidder to whom the Contract has been awarded refuse or fail to complete the requirements of Section 2.13 above within ten (10) days after Notice of Award, the additional time in days (including weekends) required to CORRECTLY complete the documents will be deducted, in equal amount, from the Contract Time, or the City may elect to revoke the Award. The Bid Guaranty of any Bidder failing to execute the awarded Contract shall be retained by the City and the Contract awarded as the Commission desires.

**2.15 Manufacturer/Brand/Model Specific Request**

This is a manufacturer/brand/model specification. No substitutions will be allowed unless specified in Form 3 or Attachment D, – Technical Specifications.

**2.16 Permits and Fees**

Refer to Attachment D – Technical Specifications (Section 01025 Basis of Payment)

**2.17 Contract Security**

When the awarded bidder delivers the executed contract to the City, it must be accompanied by the required bonds.

**2.18 Contract Period**

The initial contract term shall commence upon date of award by the City for a 1 year term. The City reserves the right to renew the contract as necessary for another 1 year term providing all terms, conditions and specifications remain the same, both parties agree to the renewal, and such renewal is approved by the City. In the event services are scheduled to end because of the expiration of this contract, the Contractor shall continue the service upon the request of the City as authorized by the awarding authority. The extension period shall not extend for more than 120 days beyond the expiration date of the existing contract. The Contractor shall be compensated for the service at the rate in effect when this extension clause is invoked by the City.

**2.19 Bid Guaranty**

A Bid Guaranty in the form of a Cashier's Check, Certified Check or Bid Bond executed by the Bidder and a qualified Surety in the amount of 5% of the Bid is required for this project.

**2.20 Warranties of Usage**

Any estimated quantities listed are for information and tabulation purposes only. No warranty or guarantee of quantities needed is given or implied. It is understood that the Contractor will furnish the City's needs as they arise.

**2.21 Rules and Submittals of Bids**

The signer of the bid must declare that the only person(s), company or parties interested in the proposal as principals are named therein; that the bid is made without collusion with any other person(s), company or parties submitting a bid; that it is in all respects fair and in good faith, without collusion or fraud; and that the signer of the bid has full authority to bind the principal bidder.

**2.22 Tie Breaker**

In cases where there is a tie for the bid award, the award shall be made by giving preference to the low bidder(s). The Chief Procurement Officer will make a recommendation for award among the tied bidders.

**2.23 Conflict of Interests Prohibited**

Any respondent submitting a response to this solicitation is responsible for being aware of, and complying with [Section 34.02](#) of the City Code of Ordinances. If you have questions concerning whether

you may or may not need to comply with the ordinance, please contact the City of Hollywood, City Clerk's Office at 954-921-3211.

**2.24 Protest Procedure**

Any respondent who is not recommended for award of a contract and who alleges a failure by the City to follow the City's [Procurement Code](#) or any applicable law may protest to the CPO, by delivering a letter of protest to the CPO in accordance with [Section 38.52](#) of the City's [Procurement Code](#) within five days after a notice of intent to award is posted on the City's web site, OpenGov, City Clerk's Office, Open Government, and/or City's Sunshine Board (<https://www.hollywoodfl.org/Archive.aspx?AMID=140>).

**2.25 Insurance Requirements**

Contractor shall maintain, at its sole expense, during the term of this agreement the following insurances:

1. BUILDERS RISK (BR 1) - Installation Floater: (Not Applicable)

2. GENERAL LIABILITY (GL3):

Prior to the commencement of work governed by this contract, the Contractor shall obtain General Liability Insurance. Coverage shall be maintained throughout the life of the contract and include, as a minimum:

- Premises Operations
- Products and Completed Operations
- Blanket Contractual Liability
- Personal Injury Liability
- Expanded Definition of Property Damage

The minimum limits acceptable shall be:

\$2,000,000 Combined Single Limit (CSL)

If split limits are provided, the minimum limits acceptable shall be:

\$1,000,000 per Person  
\$2,000,000 per Occurrence  
\$100,000 Property Damage

An Occurrence Form policy is preferred. If coverage is provided on a Claims Made policy, its provisions should include coverage for claims filed on or after the effective date of this contract. In addition, the period for which claims may be reported should extend for a minimum of twelve (12) months following the acceptance of work by the City.

The City of Hollywood shall be named as Additional Insured on all policies issued to satisfy the above requirements.

3. GENERAL LIABILITY (GLXCU):

Recognizing that the work governed by this contract involves either underground exposures, explosive activities, or the possibility of collapse of a structure, the Contractor's General Liability Policy shall include coverage for the XCU (explosion, collapse, and underground) exposures with limits of liability equal to those of the General Liability Insurance policy.

#### 4. VEHICLE LIABILITY (VL3):

Recognizing that the work governed by this contract requires the use of vehicles, the Contractor, prior to the commencement of work, shall obtain Vehicle Liability Insurance. Coverage shall be maintained throughout the life of the contract and include, as a minimum, liability coverage for:

- Owned, Non-Owned, and Hired Vehicles

The minimum limits acceptable shall be:

\$1,000,000 Combined Single Limit (CSL)

If split limits are provided, the minimum limits acceptable shall be:

\$500,000 per Person  
\$1,000,000 per Occurrence  
\$100,000 Property Damage

The City of Hollywood shall be named as Additional Insured on all policies issued to satisfy the above requirements.

#### 5. WORKERS' COMPENSATION (WC2):

Prior to the commencement of work governed by this contract, the Contractor shall obtain Workers' Compensation Insurance with limits sufficient to respond to the applicable state statutes.

In addition, the Contractor shall obtain Employers' Liability Insurance with limits of not less than:

\$500,000 Bodily Injury by Accident  
\$500,000 Bodily Injury by Disease, policy limits  
\$500,000 Bodily Injury by Disease, each employee

Coverage shall be maintained throughout the entire term of the contract.

#### 6. POLLUTION LIABILITY INSURANCE

The minimum limits of liability shall be:

\$1,000,000 per each claim / \$2,000,000 aggregate

Coverage shall be provided by a company or companies authorized to transact business in the state of Florida and the company or companies must maintain a minimum rating of "A" and Class X, as assigned by the A.M. Best Company.

The policy must be endorsed to provide the City with (30) days' notice of cancellation.

If the Contractor has been approved by the Florida's Department of Labor, as an authorized self- insurer, the City shall recognize and honor the Contractor's status. The Contractor may be required to submit a Letter of Authorization issued by the Department of Labor and a Certificate of Insurance, providing details on the Contractor's Excess Insurance Program.

If the Contractor participates in a self-insurance fund, a Certificate of Insurance will be required. In addition, the Contractor may be required to submit updated financial statements from the fund upon request from the City.

Any sub-consultant shall supply such similar insurance required of the Consultant. Such certificates shall name the City as additional insured in the general liability and auto liability policies.

**2.26 Uncontrollable Circumstances (Force Majeure)**

The City and Contractor will be excused from the performance of their respective obligations under this agreement when and to the extent that their performance is delayed or prevented by any circumstances beyond their control including, fire, flood, explosion, strikes or other labor disputes, acts of God or public emergency, war, riot, civil commotion, malicious damage, act or omission of any governmental authority, delay or failure or shortage of any type of transportation, equipment, or service from a public utility needed for their performance, provided that:

- 2.26.1** The non-performing party gives the other party prompt written notice describing the particulars of the Force Majeure including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the Force Majeure;
- 2.26.2** The excuse of performance is of no greater scope and of no longer duration than is required by the Force Majeure; and
- 2.26.3** No obligations of either party that arose before the Force Majeure causing the excuse of performance are excused as a result of the Force Majeure; and
- 2.26.4** The non-performing party uses its best efforts to remedy its inability to perform. Notwithstanding the above, performance shall not be excused under this Section for a period in excess of two (2) months, provided that in extenuating circumstances, the City may excuse performance for a longer term. Economic hardship of the Contractor will not constitute Force Majeure. The term of the agreement shall be extended by a period equal to that during which either party's performance is suspended under this Section.

**2.27 Supplier Portal (Oracle) Payment Method**

The City has implemented software that contains a supplier portal allowing suppliers to submit and update their information via the supplier portal. New suppliers will be required to register; and current suppliers will need to confirm and update their information.

Firms are responsible for ensuring that all contact, payment, and general information is updated at all times, and will not hold the City liable for any inaccurate information.

**2.28 Debarred or Suspended Bidders or Proposers**

Firm(s) certifies, by submission of a response to this solicitation, that neither it nor its principals and subcontractors are presently debarred or suspended by any federal, state, county or municipal department or agency.

**2.29 Payment and Performance Bond**

A Performance Bond and a Payment Bond each equal to 100 percent of the total Bid will be required of the Awardee. The Bond must be written through a company licensed to do business in the State of Florida and be rated at least "A", Class X, in the latest edition of "Best's Key Rating Guide", published by A.M. Best Company. As per Florida Statute Section 255.05, the Contractor shall be required to record

the payment and performance bonds in the public records of Broward County

**2.30 Public Records**

**A. Public Records/Trade Secrets/Copyright:**

**All responses will become the property of the City. The Consultant's response to the solicitation is a public record pursuant to Florida law and is subject to disclosure by the City pursuant to Chapter 119.07, Florida Statutes ("Public Records law"). The City shall permit public access to all documents, papers, letters or other material submitted in connection with this solicitation and the Contract to be executed for this solicitation, subject to the provisions of Chapter 119, Florida Statutes.**

Any language contained in the Consultant's response to the solicitation purporting to require confidentiality of any portion of the Consultant's response to the solicitation, except to the extent that certain information is in the City's opinion a Trade Secret pursuant to Florida law, shall be void. If a Consultant submits any documents or other information to the City that the Consultant claims is Trade Secret information and exempt from Florida Statutes Chapter 119.07 ("Public Records Laws"), the Consultant shall clearly designate that it is a Trade Secret and that it is asserting that the document or information is exempt. The Consultant must specifically identify the exemption being claimed under Florida Statutes 119.07. The City shall be the final arbiter of whether any information contained in the Consultant's response to the solicitation constitutes a Trade Secret. The City's determination of whether an exemption applies shall be final, and the Consultant agrees to defend, indemnify, and hold harmless the City and the City's officers, employees, and agent, against any loss or damages incurred by any person or entity as a result of the City's treatment of records as public records. In the event of Contract award, all documentation produced as part of the Contract shall become the exclusive property of the City. Proposals purporting to be subject to copyright protection in full or in part will be rejected.

EXCEPT FOR CLEARLY MARKED PORTIONS THAT ARE BONA FIDE TRADE SECRETS PURSUANT TO FLORIDA LAW, DO NOT MARK YOUR RESPONSE TO THE SOLICITATION AS PROPRIETARY OR CONFIDENTIAL. DO NOT MARK YOUR RESPONSE TO THE SOLICITATION OR ANY PART THEREOF AS COPYRIGHTED.

**B. PUBLIC RECORDS GENERAL**

**IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: (954-921-3211), [pcerny@hollywoodfl.org](mailto:pcerny@hollywoodfl.org), CITY CLERK'S OFFICE, 2600 HOLLYWOOD BLVD, HOLLYWOOD, FLORIDA 33020)**

Consultant shall:

1. Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service.
2. Upon request from the City's custodian of public records, provide the City 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.

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 this contract if the Consultant does not transfer the records to the City.
4. Upon completion of the Contract, transfer, at no cost, to the City all public records in possession of the Consultant or keep and maintain public records required by the City to perform the service. If the Consultant transfers all public records to the City upon completion of this Contract, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of this Contract, the Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City. It is solely and exclusively the Contractor's responsibility to familiarize itself with Chapter 119, Florida Statutes, and to ensure compliance with its requirements.

*END OF SECTION*

## SECTION III - SCOPE OF SERVICES

### 3.1 Project Description

Work under this Contract consists of hand-digging at various locations throughout the City of Hollywood in order to develop a materials inventory for service lines to comply with the EPA's Lead and Copper Rule Revisions. The so hand digging will occur along service lines that are the City's responsibility at locations designated by City Work Orders. Digging in sod and grassy areas is preferred over digging in cement or asphalt so the Contractor can adjust locations as necessary. Hand digging may also occur in County or FDOT owned areas and permitting efforts may be required. Results of the digging will need to be photographed and cataloged in the City's approved ArcGIS survey and will be the responsibility of the Contractor. Types of data to be collected include, but are not limited to, the locations of water meters and irrigation meters, piping material at various points along a service line, and depth of service line below ground. All digging efforts will require subsequent repair and restoration. All service lines, as indicated by the City, must be inventoried before June 2024.

The Contractor agrees to cooperate and work with City departments such as Underground Utilities, Public Utilities, Development Services, and Public Works, as needed.

### 3.2 Technical Specifications

Refer to Appendix D.

### 3.3 Contractor Qualifications

The contract will be awarded only to a responsive contractor qualified by experience to do the Work specified. The bidder shall submit, prior to award of contract, satisfactory evidence of his experience in like Work and that he is fully prepared with the necessary organization, capital, equipment and machinery to complete the Work to the satisfaction of the City within the time limit stated. In addition to the above, the Contractor shall satisfy all criteria listed in Form 15 – Information Required From Bidders.

Form 15 – Information Required from Bidders, shall be completed fully and accurately by the Contractor and submitted with the bid. Information included on the questionnaire will be used in evaluating the qualifications of the Contractor. The City reserves the right to request additional information not identified on the questionnaire.

### 3.4 Subcontractors

For the City to be assured that only competent and qualified subcontractors will be employed on this project, each Bidder shall submit in the bid a list of the subcontractors performing work on this project. This subcontractors list shall include each firm's name, address, telephone number, contact person and work to be performed. Subcontractors shall be properly registered or licensed with the State of Florida, Broward County and the City of Hollywood. Subcontractors shall, in the City's opinion, be qualified both technically and financially to perform the work.

The City reserves the right to reject any subcontractor who is deemed by the City to be unacceptable technically or financially, or has previously performed work which the City believes to be unsatisfactory. No change may be made to this list of subcontractors by the Contractor, before or after contract award, without the express written consent of the City.

If, prior to award, the City rejects any subcontractor, the Contractor shall be afforded the opportunity to submit qualifications for an alternate subcontractor with no attendant increase in the base lump sum bid amount, adjustment of contract time or alteration of the bid documents. Such qualifications will be due

within ten (10) days of receipt of notification of subcontractor rejection. Failure to submit an acceptable alternate subcontractor may result in rejection of the bid. In this event, the bid bond shall be returned to Contractor without claim by the City and with forfeiture of all claim rights by the Contractor.

**3.5 Deliverables and Objectives**

Refer to Attachment B General Conditions, Attachment C Supplementary General Conditions, Attachment D Technical Specifications and Attachment E Drawings.

**3.6 Project Schedule / Timeline**

Refer to Appendix C, Supplementary conditions, Section 1, Project Schedule.

**3.7 Questions**

Refer to Form 15, Information Required from Bidders.

**3.8 Substantial Completion/Liquidated Damages**

Refer to Appendix C, Supplementary conditions, Section 1, Project Schedule and Section 3, Liquidated Damages.

*END OF SECTION*

## **SECTION IV – GENERAL TERMS AND CONDITIONS**

### **1.1 INTENT**

It is the policy of the City to encourage full and open competition among all available qualified vendors. All vendors regularly engaged in the type of Work specified in the Bid Solicitation are encouraged to submit bids. To receive notification and to be eligible to bid vendor should be registered with OpenGov. Vendors may register with the OpenGov (registration is free) to be included on a mailing list for selected categories of goods and Services. In order to be processed for payment, any awarded vendor must register with the City by completing and returning a Vendor Application and all supporting documents. For information and to apply as a vendor, please visit our website at [hollywoodfl.org](http://hollywoodfl.org) to download an application and submit it to Procurement Services Division.

It is the intent of the City of Hollywood, FL (“the City”), through this solicitation and the contract conditions contained herein, to establish to the greatest possible extent complete clarity regarding the requirements of both parties to the agreement resulting from this solicitation.

Before submitting a bid, the Vendor shall be thoroughly familiarized with all contract conditions referred to in this document and any addenda issued before the bid/proposal submission date. Such addenda shall form a part of the SOLICITATION and shall be made a part of the contract. It shall be the Vendor's responsibility to ascertain that the bid/proposal includes all addenda issued prior to the bid/proposal submission date. Addenda will be posted on the City's internet site along with the SOLICITATION.

The terms of the SOLICITATION and the selected Vendor's bid and any additional documentation (e.g. questions and answers) provided by the Vendor during the solicitation process will be integrated into the final contract for services entered into between the City and the selected Vendor. The Vendor shall determine, by personal examination and by such other means as may be preferred, the conditions and requirements under which the agreement must be performed.

### **1.2 PROPOSER'S RESPONSIBILITIES**

Proposers are required to submit their bids upon the following express conditions:

- A. Proposers shall thoroughly examine the drawings, specifications, schedules, instructions and all other contract documents.
- B. Proposers shall make all investigations necessary to thoroughly inform themselves regarding delivery of material, equipment or services as required by the SOLICITATION conditions. No plea of ignorance, by the proposer, of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the proposer to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation due the proposer.
- C. Proposers are advised that all City contracts are subject to all legal requirements provided for in the City of Hollywood Charter, Code of Ordinances and applicable County Ordinances, State Statutes and Federal Statutes.

### **1.3 PREPARATION OF BIDS/PROPOSALS**

Bids/proposals shall be prepared in accordance with the bid/proposal response format. Bids/proposals not complying with this format may be considered non-responsive and may be removed from consideration on this basis. Each proposer, by making a bid/proposal, represents that this document has been read and is fully understood.

Bids/proposals will be prepared in accordance with the following:

- A. The City's enclosed bid/proposal Forms, in their entirety, are to be used in submitting your bid/proposal. NO OTHER FORM WILL BE ACCEPTED.
- B. All information required by the bid/proposal form shall be furnished. The proposer shall sign each continuation sheet (where indicated) on which an entry is made.

C. Prices shall be shown and where there is an error in extension of prices, the unit price shall govern.

The City of Hollywood is exempt from payment to its vendors of State of Florida sales tax and, therefore, such taxes should not be figured into the SOLICITATION. However, this exemption does not apply to suppliers to the City in their (supplier) purchases of goods or services, used in work or goods supplied to the City. Proposers are responsible for any taxes, sales or otherwise, levied on their purchases, subcontracts, employment, etc. An exemption certificate will be signed where applicable, upon request. The City will pay no sales tax.

#### **1.4 DESCRIPTION OF SUPPLIES (As Applicable)**

Any manufacturer's names, trade names, brand names, or catalog numbers used in these applications are for the purpose of describing and establishing minimum requirements or level of quality, standards of performance, and design required, and are in no way intended to prohibit the bidding of other manufacturers' items of equal material, unless specifications state "NO SUBSTITUTIONS."

Proposers must indicate any variances to the specifications, terms, and conditions, no matter how slight. If variations are not stated in the bid/proposal, it shall be construed that the bid/proposal fully complies with the Specifications, Terms and Conditions.

Proposers are required to state exactly what they intend to furnish; otherwise they shall be required to furnish the items as specified.

Proposers will submit, with their bid/proposal, necessary data (factory information sheets, specifications, brochures, etc.) to evaluate and determine the quality of the item(s) they are proposing.

The City shall be the sole judge of equality and its decision shall be final.

#### **1.5 ADDENDA**

The Procurement Services Division may issue an addendum in response to any inquiry received, prior to bid/proposal opening, which changes, adds to or clarifies the terms, provisions or requirements of the solicitation. The Proposer should not rely on any representation, statement or explanation, whether written or verbal, other than those made in this solicitation document or in any addenda issued. Where there appears to be a conflict between this solicitation and any addendum, the last addendum issued shall prevail. It is the proposer's responsibility to ensure receipt of all addenda and any accompanying documents. Proposer(s) shall acknowledge receipt of any formal Addenda by signing the addendum and including it with their bid/proposal. Failure to include signed formal addenda in its bid/proposal shall cause the City to deem the bid/proposal non-responsive provided, however, that the City may waive this requirement in its best interest.

#### **1.6 REJECTION OF BIDS/PROPOSALS**

To the extent permitted by applicable state and federal laws and regulations, the City reserves the right to reject any and all bids/proposals, to waive any and all informalities, irregularities and technicalities not involving price, time or changes in the commodities and/or services, and the right to disregard all nonconforming, non-responsive, unbalanced or conditional bids/proposals. Bids/proposals will be considered irregular and may be rejected if they show serious omissions, alterations in form, additions not called for, conditions or unauthorized alterations or irregularities of any kind.

The City also reserves the right to waive minor technical defects in a bid/proposal. The City reserves the right to determine, in its sole discretion, whether any aspect of a bid/proposal satisfies the criteria established in this Solicitation.

The City reserves the right to reject, in whole or in part, the bid/proposal of any Proposer if the City believes that it would not be in the best interest of the City to make an award to that Proposer, whether because the bid/proposal is not responsive or the Proposer is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criterion established by City.

The foregoing reasons for rejection of bids/proposals are not intended to be exhaustive.

The City may reject a bid/proposal if:

A. The Proposer fails to acknowledge receipt of an addendum, or if

- B. The Proposer misstates or conceals any material fact in the bid/proposal, or if
- C. The bid/proposal does not strictly conform to the law or requirements of the SOLICITATION, or if
- D. The City is under a pre- lawsuit claim or current litigation with the proposer.

Additionally, any one of the following causes (not limited to) may be considered as sufficient justification to disqualify a Bidder and reject his/her Bid:

- A. Submission of more than one Bid for the same work by an individual, firm, partnership or corporation under the same or different names.
- B. Evidence of collusion.
- C. Previous participation in collusive Bidding on work for the City of Hollywood, Florida.
- D. Submission of an unbalanced Bid in which the prices Bid for some items are out of proportion to the prices Bid for other items.
- E. Lack of competency. The Engineer may declare any Bidder ineligible, at any time during the process or receiving Bids or awarding the Contract, if developments arise which, in his opinion, adversely affects the Bidder's responsibility. The Bidder will be given an opportunity, by the Engineer, to present additional evidence before final action is taken.
- F. Lack of responsibility as shown by past work judged by the Engineer from the standpoint of workmanship and progress.
- G. Uncompleted work for which the Bidder is committed by Contract, which is in the judgment of the Engineer, might hinder or prevent the prompt completion of work under this Contract

The City may reject all bids whenever it is deemed in the best interest of the City to do so, and may reject any part of a bid unless the bid has been qualified as provided in herein.

#### **1.7 WITHDRAWAL OF BIDS**

- A. Bids may not be withdrawn and shall be deemed enforceable for a period of 180 days after the time set for the SOLICITATION opening.
- B. Bids may be withdrawn prior to the time set for the SOLICITATION opening. Such request must be in writing.
- C. The City will permanently retain as liquidated damages and the bid deposit furnished by any Bidder who requests to withdraw a bid after the SOLICITATION opening.

#### **1.8 BIDS TO REMAIN OPEN**

All bids shall remain open for 180 calendar days after the day of the bid opening, but the City may, at its sole discretion, release any bid and return the bid Security prior to that date.

Extensions of time when bids shall remain open beyond the 180 day period may be made only by mutual written agreement between the City, the successful Bidder and the surety, if any, for the successful Bidder.

#### **1.9 LATE BIDS OR MODIFICATIONS**

Only bids received as of the opening date and time will be considered timely. Bids and modifications received after the time set for the opening will be returned un-opened to the sender and rejected as late.

#### **1.10 CONFLICTS WITHIN THE SOLICITATION**

Where there appears to be a conflict between the General Terms and Conditions, Special Conditions, the Technical Specifications, the SOLICITATION Submittal Section, or any addendum issued, the order of precedence shall be the last addendum issued, the SOLICITATION Submittal Section, the Technical Specifications, the Special Conditions, and then the General Terms and Conditions.

#### **1.11 CLARIFICATION OR OBJECTION TO BID SPECIFICATIONS**

If any person contemplating submitting a bid for this contract is in doubt as to the true meaning of the specifications or other SOLICITATION documents or any part thereof, they may submit requests for clarification to the Procurement Services Division on or before the date specified for a request for clarification. All such requests for clarification shall be made in writing and the person submitting the request will be responsible for its prompt delivery. Any interpretation of the SOLICITATION, if made, will be made only by Addendum duly issued. A copy of such Addendum will be made available to each person receiving a Solicitation. The City will not be responsible for any other explanation or interpretation of the SOLICITATION given prior to the award of the contract. Any objection to the specifications and requirements as set forth in this SOLICITATION must be filed in writing with the Chief Procurement Officer on or before the date specified for a request for clarification.

### **1.12 COMPETENCY OF PROPOSERS**

Pre-award inspection of the Bidder's facility may be made prior to the award of a contract. Bids will be considered only from firms which are regularly engaged in the business of providing the goods and/or services as described in this SOLICITATION(s); have a record of performance for a reasonable period of time; and have sufficient financial support, equipment and organization to ensure that they can satisfactorily deliver the material and/or services if awarded a Contract under the terms and conditions herein stated. The terms "equipment and organization" as used herein shall be construed to mean a fully equipped and well established company in line with the best business practices in the industry and as determined by the proper authorities of the City.

The City may consider any evidence available to it of the financial, technical and other qualifications and abilities of a proposer, including past performance (experience) in making the award in the best interest of the City. In all cases the City of Hollywood shall have no liability to any proposer for any costs or expense incurred in connection with this SOLICITATION or otherwise.

### **1.13 QUALIFICATIONS OF PROPOSERS**

No Bid will be accepted from, nor will any contract be awarded to any person who is in arrears to the City upon any debt or contract, or who is a defaulter, as surety or otherwise, upon any obligation to City, or who is deemed responsible or unreliable by the City.

As part of the bid evaluation process, City may conduct a background investigation including a record check by the Hollywood Police Department. Proposer's submission of a bid constitutes acknowledgment of the process and consent to such investigation. City shall be the sole judge in determining a Bidder's qualifications.

### **1.14 CONSIDERATION OF BIDS**

In cases where an item requested is identified by a manufacturer's name, trade name, catalog number, or reference, it is understood that the Vendor proposes to furnish the item so identified and does not propose to furnish an "equal" unless the proposed "equal" is pre-approved by the City.

References to any of the above are intended to be descriptive but not restrictive and only indicate articles that will be satisfactory. A bid of an "equal" will be considered, provided that the Vendor states in his bid exactly what he proposes to furnish, including sample, illustration, or other descriptive matter which will clearly indicate the character of the article covered by such bid. The designated City representative hereby reserves the right to approve as an "equal", or to reject as not being an "equal", any article proposed which contains major or minor variations from specifications requirements.

### **1.15 AWARD OF CONTRACT**

If the Contract is to be awarded, it will be awarded, after evaluation by the City, to the responsible and responsive Proposer whom the City determines will be in the best interests of the City and not necessarily to the lowest cost Proposer. Proposers may be invited to an oral interview before the committee. A short list of finalists will be determined and presented to either the City Manager or his/her designee or to the City Commission, in accordance with the applicable City of Hollywood Code of Ordinances, and will make the final ranking for the purposes of negotiating a contract with the top ranked firm. The successful Proposer shall be required to sign a negotiated contract; the refusal or failure of a successful Proposer to execute a contract which contains the mandatory material terms and conditions contained in the SOLICITATION, shall be grounds for deeming the Proposer and/or the Proposer's bid/proposal non-responsive.

If applicable, the Proposer to whom award is made shall execute a written contract prior to award by the City Commission. If the Proposer to whom the first award is made fails to enter into a contract as herein provided, the Contract may be let to the next highest ranked Proposer who is responsible and responsive in the opinion of the City.

#### **1.16 BASIS FOR AWARD, EVALUATION CRITERIA AND QUESTIONS**

The qualification of bid/proposal responders on this project will be considered in making the award. The City is not obligated to accept any bid/proposal if deemed not in the best interest of the City to do so. The City shall make award to a qualified proposer based on fees submitted and responses to this SOLICITATION.

Failure to include in the bid all information outlined herein may be cause for rejection of the bid.

The City reserves the right to accept or reject any and all bids, in whole or in part, as determined to be in the best interest of the City in its sole discretion.

The City reserves the right to waive any informalities or irregularities in bids.

The City reserves the right to negotiate separately the terms and conditions or all or any part of the bids as deemed to be in the City's best interest in its sole discretion.

Information and/or factors gathered during interviews, negotiations and any reference checks, and any other information or factors deemed relevant by the City, shall be utilized in the final award. The final award of a contract is subject to approval by the City Commission.

#### **1.17 AGREEMENT**

An agreement shall be sent to the awarded proposer to be signed, witnessed, and returned to the City for execution. The City will provide a copy of the fully executed agreement to the awarded proposer.

#### **1.18 NOTICE TO PROCEED**

A signed purchase order, blanket purchase order or fully executed agreement will be the Proposer's authorization to proceed and may substitute for a "Notice to Proceed" form.

#### **1.19 BID PROTESTS**

The City shall provide notice of its intent to award or reject to all Proposers by posting such notice on the City's website.

After a notice of intent to award a contract is posted, any actual or prospective proposer who is aggrieved in connection with the pending award of the contract or any element of the process leading to the award of the contract may protest to the Director of Procurement Services. A protest must be filed within five business days after posting or any right to protest is forfeited. The protest must be in writing, must identify the name and address of the protester, and must include a factual summary of, and the basis for, the protest. Filing shall be considered complete when the protest, including a deposit, is received by the Procurement Services Division. Failure to file a protest within the time-frame specified herein shall constitute a full waiver of all rights to protest the City's decision regarding the award.

The written protest shall state in detail the specific facts and law or ordinance upon which the protest of the proposed award is based, and shall include all pertinent documents.

A written protest may not challenge the relative weight of evaluation criteria or a formula for assigning points.

Upon receipt of a formal written protest, the City shall stop award proceedings until resolution of the protest; unless it has been determined that the award of the contract without delay is necessary to protect substantial interests of the City.

Any and all costs incurred by a protesting party in connection with a bid protest shall be the sole responsibility of the protesting party.

Upon receipt of a protest of the pending award of a contract, a copy of the protest shall promptly be forwarded to the City Attorney. The City Attorney shall thereupon review the charge to determine its sufficiency, including whether the protest was timely filed. If upon review the City Attorney determines that the charge is insufficient, the City Attorney may issue a

summary dismissal of the protest. If upon review the City Attorney determines that the charge is sufficient, a hearing of the protest committee shall be scheduled.

A protest committee shall have the authority to review, settle and resolve the protest. The committee shall consist of three members appointed by the City Manager. The committee's review shall be informal.

If the protest committee determines that the pending award of a contract or any element of the process leading to the award involved a significant violation of law or applicable rule or regulation, all steps necessary and proper to correct the violation shall be taken. If the committee determines that the protest is without merit,

The Director shall promptly issue a decision in writing stating the reason for the decision and furnish a copy to the protester and any other interested party, and the process leading to the award shall proceed.

## **1.20 REQUIREMENTS FOR SIGNING BIDS/PROPOSALS**

Requirements for Signing Bid/Proposal:

- A. The bid/proposal must be signed in ink by an individual authorized to legally bind the person, partnership, company, or corporation submitting the bid/proposal. In cases where the bid/proposal is signed by a deputy or subordinate, the principal's proper written grant of authority to such deputy or subordinate must accompany the bid/proposal.
- B. Bids/proposals by corporations must be executed in the corporate name by the President or other corporate officers accompanied by evidence of authority to sign. The corporate address and state of incorporation must be shown below the signature.
- C. Bids/proposals by partnerships must be executed in the partnership name and signed by a general partner whose title must appear under the signature and the official address of the partnership must be shown below the signature.
- D. All manual signatures must have the name typed directly under the line of the signature
- E. The above requirements apply to all SOLICITATION addenda.

## **1.21 EXAMINATION OF BID DOCUMENTS**

Before submitting a bid, each Bidder must: examine the bid Documents thoroughly; consider federal, state and local laws, ordinances, rules and regulations that may in any manner affect cost, progress, performance, or provision of the commodities and/or services; study and carefully correlate Proposer's observations with the bid Documents, and notify the City's agent of all conflicts, errors and discrepancies in the bid Documents.

The submission of a bid/proposal will constitute an incontrovertible representation by the Bidder, that the Bidder has complied with every requirement of this SOLICITATION, that without exception, the bid is premised upon performing the services and/or furnishing the commodities and materials in accordance with such means, methods, techniques, sequences or procedures as may be indicated in or required by the bid/proposal Documents, and that the bid Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions of performance and furnishing of the goods and/or services.

## **1.22 PUBLIC RECORDS LAW**

If applicable, for each public agency contract for services, the Proposer is required to comply with F.S. 119.0701, which includes the following:

- A. Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.
- B. Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in F.S. 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.
- D. Meet all requirements for retaining public records and transfer, at no cost, to the public agency, all public records in possession of the proposer upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency.

Public records may be inspected and examined by anyone desiring to do so, at a reasonable time, under reasonable conditions, and under supervision by the custodian of the public record. Sealed Bids become subject to the public records disclosure requirements of F.S. Chapter 119, notwithstanding a proposers' request to the contrary, at the time the City provides notice of a decision or intended decision, or 30 days after the bid/proposal opening, whichever is earlier.

Financial statements submitted in response to a request by the City may be confidential and exempt from disclosure.

Data processing software obtained under a licensing agreement which prohibits its disclosure may also exempt.

Proposers are hereby notified and agree that all information submitted as part of, or in support of SOLICITATION submittals will be available for public inspection after opening of SOLICITATION in compliance with Chapter 119 of the Florida Statutes. The proposer shall not, unless required as part of this SOLICITATION, submit any information in response to this invitation which the proposer considers to be a trade secret, proprietary or confidential. The submission, not required as part of this SOLICITATION, of any information to the City in connection with this invitation shall be deemed conclusively to be a waiver of any trade secret or other protection, which would otherwise be available to the proposer.

### **1.23 INFORMATION**

For information concerning procedure for responding to this Solicitation (SOLICITATION), contact the Point of Contact in the Section 1.4. Such contact shall be for clarification purposes only. **It is preferred that all other questions be submitted in writing via OpenGov at least 10 calendar days prior to the bid/proposal due/opening date.**

### **1.24 N/A – INTENTIONALLY OMITTED**

### **1.25 MODIFICATION AND WITHDRAWAL OF BIDS/PROPOSALS**

Bids must be modified or withdrawn by an appropriate document duly executed in the manner that a bid must be executed and delivered to the place where bids are to be submitted at any time prior to the deadline for submitting bids. A request for withdrawal or a modification must be in writing and signed by a person duly authorized to do so and, in a case where signed by a deputy or subordinate, the principal's proper written grant of authority to such deputy or subordinate must accompany the request for withdrawal or modification. Withdrawal of a bid will not prejudice the rights of a Bidder to submit a new bid prior to the bid date and time. Except where provided in the following paragraph no bid may be withdrawn or modified after expiration of the period for receiving bids.

If, within twenty-four (24) hours after bids are opened, any Bidder files a duly signed written notice with the City and within five (5) calendar days thereafter demonstrates to the reasonable satisfaction of the City by clear and convincing evidence that there was a material and substantial mistake in the preparation of its bid, or that the mistake is clearly evident on the face of the bid but the intended correct bid is not similarly evident, then the Bidder may withdraw its bid and the bid Security will be returned.

### **1.26 N/A – INTENTIONALLY OMITTED**

### **1.27 OPEN END CONTRACT**

No guarantee is expressed or implied as to the total quantity of commodities/services to be purchased under any open end contract. Estimated quantities will be used for bid comparison purposes only. The City reserves the right to issue purchase orders as and when required, or a blanket purchase order and release partial quantities as and when required or any combination of the preceding.

ORDERING: The CITY reserves the right to purchase commodities/services specified herein through Contracts established by other governmental agencies or through separate procurement actions due to unique or special needs. If an urgent

delivery is required within a period shorter than the delivery time specified in the contract, and if the seller is unable to comply therewith, the City reserves the right to obtain such delivery from others without penalty or prejudice to the City or to the Bidder.

### **1.28 AUDIT RIGHTS**

The City reserves the right to audit the records of the successful Bidder for the commodities and/or services provided under the Contract at any time during the performance and term of the Contract and for a period of three (3) years after completion and acceptance by the City. If required by the City, the successful Bidder agrees to submit to an audit by an independent certified public accountant selected by the City. The successful Bidder shall allow the City to inspect, examine and review the records of the successful Bidder in relation to this contract at any and all times during normal business hours during the term of the Contract.

### **1.29 LOCAL, STATE AND FEDERAL COMPLIANCE REQUIREMENTS**

The Bidder shall comply with all local, state and federal directives, orders and laws as applicable to this SOLICITATION and subsequent contract(s) including, but not limited to:

- A. Equal Employment Opportunity (EEO), in compliance with Executive Order 11246 as amended and applicable to this contract.
- B. All manufactured items and fabricated assemblies shall comply with applicable requirements of the Occupation Safety and Health Act of 1970 as amended, and be in compliance with Chapter 442, Florida Statutes. Any toxic substance listed in Section 38F-41.03 of the Florida Administrative Code delivered as a result of this order must be accompanied by a completed Material Safety Data Sheet (MSDS).
- C. The Immigration and Nationality Act prohibits (i) the employment of an unauthorized alien when the employer knows the individual is an unauthorized alien and (ii) the employment of an individual without complying with the requirements of the federal employment verification system. If a proposer commits either of these violations, such violation shall be cause for unilateral cancellation of the contract.
- D. This Section applies only to any contract for goods or services of \$1 million or more: The Proposer certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List and that it does not have business operations in Cuba or Syria as provided in section 287.135, Florida Statutes (2011), as may be amended or revised. The City may terminate this Contract at the City's option if the Proposer is found to have submitted a false certification as provided under subsection (5) of section 287.135, Florida Statutes (2011), as may be amended or revised, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or has engaged in business operations in Cuba or Syria, as defined in Section 287.135, Florida Statutes (2011), as may be amended or revised.

### **1.30 FRAUD AND MISREPRESENTATION**

Any individual, corporation or other entity that attempts to meet its contractual obligations with the City through fraud, misrepresentation or material misstatement, may be debarred from doing business with the City. The City as further sanction may terminate or cancel any other contracts with such individual, corporation or entity. Such individual or entity shall be responsible for all direct or indirect costs associated with termination or cancellation, including attorney's fees.

### **1.31 DEBARRED OR SUSPENDED BIDDERS**

The bidder certifies, by submission of a response to this solicitation, that neither it nor its principals and sub bidder are presently debarred or suspended by any Federal department or agency.

### **1.32 COLLUSION**

More than one bid/proposal received for the same work from an individual, firm, partnership, corporation or association under the same or different names will not be considered. Reasonable grounds for believing that any Bidder is interested in more than one bid for the same work will cause the rejection of such bid which the Bidder is interested. If there are reasonable grounds for believing that collusion exists among the Bidder, the bids of participants in such collusion will not be considered.

### **1.33 COPELAND "ANTI-KICKBACK"**

The Bidder and all sub bidders will comply with the Copeland Anti-Kickback Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3).

### **1.34 FORCE MAJEURE**

The Agreement which is awarded to the successful proposer may provide that the performance of any act by the City or Bidder hereunder may be delayed or suspended at any time while, but only so long as, either party is hindered in or prevented from performance by acts of God, the elements, war, rebellion, strikes, lockouts or any cause beyond the reasonable control of such party, provided however, the City shall have the right to provide substitute service from third parties or City forces and in such event the City shall withhold payment due the Bidder for such period of time. If the condition of force majeure exceeds a period of 14 days the City may, at its option and discretion, cancel or renegotiate this Agreement.

### **1.35 PUBLIC ENTITY CRIMES**

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a Bidder, supplier, sub bidder, 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 Florida Statutes, Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

### **1.36 DRUG-FREE WORKPLACE PROGRAM**

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program.

### **1.37 SOLICITATION, GIVING, AND ACCEPTANCE OF GIFTS POLICY**

Bidder shall sign and submit the attached form indicating understanding and compliance with the City's and State's policies prohibiting solicitation and acceptance of gifts by public officers, employees and candidates. Failure to submit the signed form will result in your bid being declared non-responsive; provided, however, that a responsible Bidder whose bid would be responsive but for the failure to submit the signed form in its bid may be given the opportunity to submit the form to the City within five calendar days after notification by the City, if this is determined to be in the best interest of the City.

### **1.38 CONFLICT OF INTEREST**

The Bidder represents that:

No officer, director, employee, agent, or other consultant of the City or a member of the immediate family or household of the aforesaid has directly or indirectly received or been promised any form of benefit, payment or compensation, whether tangible or intangible, in connection with the grant of this Agreement.

There are no undisclosed persons or entities interested with the Proposer in this Agreement. This Agreement is entered into by the Proposer without any connection with any other entity or person making a bid Bidder for the same purpose, and without collusion, fraud or conflict of interest. No elected or appointed officer or official, director, employee, agent or other consultant of the City, or of the State of Florida (including elected and appointed members of the legislative and executive branches of government), or member of the immediate family or household of any of the aforesaid:

1. Is interested on behalf of or through the Bidder directly or indirectly in any manner whatsoever in the execution or the performance of this Agreement, or in the services, supplies or work, to which this Agreement relates or in any portion of the revenues; or

2. Is an employee, agent, advisor, or consultant to the Proposer or to the best of the Proposer's knowledge, any sub bidder or supplier to the Bidder.

Neither the Bidder nor any officer, director, employee, agent, parent, subsidiary, or affiliate of the Bidder shall have an interest which is in conflict with the Bidder's faithful performance of its obligations under this Agreement; provided that the City, in its sole discretion, may consent in writing to such a relationship, and provided the Bidder provides the City with a written notice, in advance, which identifies all the individuals and entities involved and sets forth in detail the nature of the relationship and why it is in the City's best interest to consent to such relationship.

The provisions of this Article are supplemental to, not in lieu of, all applicable laws with respect to conflict of interest. In the event there is a difference between the standards applicable under this Agreement and those provided by statute, the stricter standard shall apply.

In the event the Bidder has no prior knowledge of a conflict of interest as set forth above and acquires information which may indicate that there may be an actual or apparent violation of any of the above, the Bidder shall promptly bring such information to the attention of the City's ENGINEER. The Bidder shall thereafter cooperate with the City's review and investigation of such information, and comply with the instructions the Bidder receives from the ENGINEER in regard to remedying the situation.

#### **1.39 DISCRIMINATION**

Any entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide 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, may not award or perform work as a proposer, supplier, sub bidder, or consultant under contract with any public entity, and may not transact business with any public entity.

#### **1.40 ADVICE OF OMISSION OR MISSTATEMENT**

In the event it is evident to a Vendor responding to this SOLICITATION that the City has omitted or misstated a material requirement to this SOLICITATION and/or the services required by this SOLICITATION, the responding Vendor shall advise the contact identified in the SOLICITATION Clarifications and Questions section above of such omission or misstatement.

#### **1.41 CONFIDENTIAL INFORMATION**

Information contained in the Vendor's bid that is company confidential must be clearly identified in the bid/proposal itself. The City will be free to use all information in the Vendor's bid for the City's purposes, in accordance with State Law. Vendor bids shall remain confidential for 30 days or until a notice of intent to award is posted, which is sooner. The Vendor understands that any material supplied to the City may be subject to public disclosure under the Public Records Law.

#### **1.42 GOVERNING LAW**

This Contract, including appendices, and all matters relating to this Contract (whether in contract, statute, tort (such as negligence), or otherwise) shall be governed by, and construed in accordance with, the laws of the State of Florida. This shall apply notwithstanding such factors which include, but are not limited to, the place where the contract is entered into, the place where the accident occurs and notwithstanding application of conflicts of law principles.

#### **1.43 LITIGATION VENUE**

The parties waive the privilege of venue and agree that all litigation between them in the state courts shall take place in Broward County, Florida and that all litigation between them in the federal courts shall take place in the Southern District of Florida.

#### **1.44 SOVEREIGN IMMUNITY**

Nothing in this agreement shall be interpreted or construed to mean that the city waives its common law sovereign immunity or the limits of liability set forth in Section 768.28, Florida Statute.

#### **1.45 SURVIVAL**

The parties acknowledge that any of the obligations in this Agreement will survive the term, termination and cancellation hereof. Accordingly, the respective obligations of the Proposer and the City under this Agreement, which by nature would continue beyond the termination, cancellation or expiration thereof, shall survive termination, cancellation or expiration hereof.

#### **1.46 INDEMNIFICATION AND HOLD HARMLESS AGREEMENT**

The Contractor shall indemnify and hold harmless the City of Hollywood and its officers, employees, agents and instrumentalities from any and all liability, losses or damages. In addition, the City shall be entitled to attorney's fees and costs of defense, which the City of Hollywood, or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this project by the awarded Bidder or its employees, agents, servants, partners, principals or subcontractors. Furthermore, the awarded Bidder shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind of nature in the name of the City of Hollywood, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. The awarded Bidder expressly understands and agrees that any insurance protection required by the resulting agreement or otherwise provided by the awarded Bidder shall cover the City of Hollywood, its officers, employees, agents and instrumentalities and shall include claims for damages resulting from and/or caused by the negligence, recklessness or intentional wrongful misconduct of the Contractor and persons employed by or utilized by the Contractor in the performance of the contract.

#### **1.47 PATENT AND COPYRIGHT INDEMNIFICATION**

The Bidder warrants that all deliverables furnished hereunder, including but not limited to: services, equipment programs, documentation, software, analyses, applications, methods, ways, processes, and the like, do not infringe upon or violate any patent, copyrights, service marks, trade secret, or any other third party proprietary rights.

The Bidder shall be liable and responsible for any and all claims made against the City for infringement of patents, copyrights, service marks, trade secrets or any other third party proprietary rights, by the use or supplying of any programs, documentation, software, analyses, applications, methods, ways, processes, and the like, in the course of performance or completion of, or in any way connected with, the work, or the City's continued use of the deliverables furnished hereunder. Accordingly, the Bidder, at its own expense, including the payment of attorney's fees, shall indemnify, and hold harmless the City and defend any action brought against the City with respect to any claim, demand, and cause of action, debt, or liability.

In the event any deliverable or anything provided to the City hereunder, or a portion thereof, is held to constitute an infringement and its use is or may be enjoined, the Bidder shall have the obligation, at the City's option, to (i) modify, or require that the applicable sub bidder or supplier modify, the alleged infringing item(s) at the Bidder's expense, without impairing in any respect the functionality or performance of the item(s), or (ii) procure for the City, at the Bidder's expense, the rights provided under this Agreement to use the item(s).

The Bidder shall be solely responsible for determining and informing the City whether a prospective supplier or sub bidder is a party to any litigation involving patent or copyright infringement, service mark, trademark, violation, or proprietary rights claims or is subject to any injunction which may prohibit it from providing any deliverable hereunder. The Bidder shall enter into agreements with all suppliers and sub bidder at the Bidder's own risk. The City may reject any deliverable that it believes to be the subject of any such litigation or injunction, or if, in the City's judgment, use thereof would delay the work or be unlawful.

The Bidder shall not infringe any copyright, trademark, service mark, trade secrets, patent rights, or other intellectual property rights in the performance of the work.

#### **1.48 ADVERTISING**

Vendor shall not advertise or publish the fact that the City has placed this order without prior written consent from the City, except as may be necessary to comply with a proper request for information from an authorized representative of a governmental unit or agency.

#### **1.49 DISCLAIMER**

The Hollywood may, in its sole discretion, accept or reject, in whole or in part, for any reason whatsoever any or all bids; re-advertise this SOLICITATION, postpone or cancel at any time this SOLICITATION process; or, waive any formalities of or irregularities in the bid process. Bids that are not submitted on time and/or do not conform to the City of Hollywood's requirements will not be considered. After all bids are analyzed, organization(s) submitting bid that appear, solely in the opinion of the City of Hollywood, to be the most competitive, shall be submitted to the City of Hollywood's City Commission, and the final selection will be made shortly thereafter with a timetable set solely by the City of Hollywood. The selection by the City of Hollywood shall be based on the bid, which is, in the sole opinion of the City Commission of the City of Hollywood, in the best interest of the City of Hollywood. The issuance of this SOLICITATION constitutes only an invitation to make a bid to the City of Hollywood. The City of Hollywood reserves the right to determine, in its sole discretion, whether any aspect of the bid satisfies the criteria established by the City. In all cases the City of Hollywood shall have no liability to any proposer for any costs or expense incurred in connection with this bid or otherwise.

#### **1.50 TRADEMARKS**

The City warrants that all trademarks the City requests the Vendor to affix to articles purchased are those owned by the City and it is understood that the Vendor shall not acquire or claim any rights, title, or interest therein, or use any of such trademarks on any articles produced for itself or anyone other than the City.

#### **1.51 RIGHT TO REQUEST ADDITIONAL INFORMATION**

The City reserves the right to request any additional information that might be deemed necessary during the evaluation process.

#### **1.52 BID PREPARATION COSTS**

The Vendor is responsible for any and all costs incurred by the Vendor or his/her sub bidders in responding to this solicitation.

#### **1.53 DESIGN COSTS (N/A)**

#### **1.54 ADDITIONAL CHARGES**

No additional charges, other than those listed on the price breakdown sheets, shall be made. Prices quoted will include verification/coordination of order, all costs for shipping, delivery to all sites, unpacking, setup, installation, operation, testing, cleanup, training and Vendor travel charges.

#### **1.55 RIGHTS TO PERTINENT MATERIALS**

All responses, inquires, and correspondence relating to this SOLICITATION and all reports, charts, displays, schedules, exhibits and other documentation produced by the Vendor that are submitted as part of the bid shall become the property of the City upon receipt, a part of a public record upon opening, and will not be returned.

#### **1.56 INSURANCE REQUIREMENTS**

See insurance requirements in the main solicitation document.

#### **1.57 NATURE OF THE AGREEMENT**

The Agreement incorporates and includes all negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained in the Agreement. The parties agree that there are no commitments, agreements, or understandings concerning the subject matter of the Agreement that are not contained in the Agreement, and that the Agreement contains the entire agreement between the parties as to all matters contained herein. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that any oral representations or modifications concerning this Agreement shall be of no force or effect, and that the Agreement may be modified, altered or amended only by a written amendment duly executed by both parties hereto or their authorized representatives.

The Bidder shall provide the services set forth in the Scope of Services, and render full and prompt cooperation with the City in all aspects of the services performed hereunder.

The Bidder acknowledges that the Agreement requires the performance of all things necessary for or incidental to the effective and complete performance of all work and services under this Contract. All things not expressly mentioned in the Agreement but necessary to carrying out its intent are required by the Agreement, and the Bidder shall perform the same as though they were specifically mentioned, described and delineated.

The Bidder shall furnish all labor, materials, tools, supplies, and other items required to perform the work and services that are necessary for the completion of this Contract. All work and services shall be accomplished at the direction of and to the satisfaction of the City's ENGINEER.

The Bidder acknowledges that the City shall be responsible for making all policy decisions regarding the Scope of Services. The Proposer agrees to provide input on policy issues in the form of recommendations.

The Bidder agrees to implement any and all changes in providing services hereunder as a result of a policy change implemented by the City. The Bidder agrees to act in an expeditious and fiscally sound manner in providing the City with input regarding the time and cost to implement said changes and in executing the activities required to implement said changes.

#### **1.58 AUTHORITY OF THE CITY'S ENGINEER**

The Bidder hereby acknowledges that the City's ENGINEER will determine in the first instance all questions of any nature whatsoever arising out of, under, or in connection with, or in any way related to or on account of, this Agreement including without limitations: questions as to the value, acceptability and fitness of the services; questions as to either party's fulfillment of its obligations under the Contract; negligence, fraud or misrepresentation before or subsequent to acceptance of the Bid; questions as to the interpretation of the Scope of Services; and claims for damages, compensation and losses.

The Bidder shall be bound by all determinations or orders and shall promptly obey and follow every order of the ENGINEER, including the withdrawal or modification of any previous order and regardless of whether the Bidder agrees with the ENGINEER's determination or order. Where orders are given orally, they will be issued in writing by the ENGINEER as soon thereafter as is practicable.

The Bidder must, in the final instance, seek to resolve every difference concerning the Agreement with the ENGINEER. In the event that the ENGINEER and the Bidder are unable to resolve their difference, the Bidder may initiate a dispute in accordance with the procedures set forth in the section below. Exhaustion of these procedures shall be a condition precedent to any lawsuit permitted hereunder.

In the event of such dispute, the parties to this Agreement authorize the City Manager or designee, who may not be the ENGINEER or anyone associated with this Project, acting personally, to decide all questions arising out of, under, or in connection with, or in any way related to or on account of the Agreement (including but not limited to claims in the nature of breach of contract, fraud or misrepresentation arising either before or subsequent to execution hereof) and the decision of each with respect to matters within the City Manager's purview as set forth above shall be conclusive, final and binding on the parties. Any such dispute shall be brought, if at all, before the City Manager within 10 days of the occurrence, event or act out of which the dispute arises.

The City Manager may base this decision on such assistance as may be desirable, including advice of experts, but in any event shall base the decision on an independent and objective determination of whether the Bidder's performance or any deliverable meets the requirements of this Agreement and any specifications with respect thereto set forth herein. The effect of any decision shall not be impaired or waived by any negotiations or settlements or offers made in connection with the dispute, whether or not the City Manager participated therein, or by any prior decision of others, which prior decision shall be deemed subject to review, or by any termination or cancellation of the Agreement. All such disputes shall be submitted in writing by the Bidder to the City Manager for a decision, together with all pertinent information in regard to such questions, in order that a fair and impartial decision may be made. The parties agree that whenever the City Manager is entitled to exercise discretion or judgment or to make a determination or form an opinion pursuant to the provisions of this Article, such action shall be deemed fair and impartial when exercised or taken. The City Manager shall render a decision in writing and deliver a copy of the same to the Bidder. Except as such remedies may be limited or waived elsewhere in the Agreement, the Bidder reserves the right to pursue any remedies available under law after exhausting the provisions of this Article.

## **1.59 MUTUAL OBLIGATIONS**

This Agreement, including attachments and appendices to the Agreement, shall constitute the entire Agreement between the parties with respect hereto and supersedes all previous communications and representations or agreements, whether written or oral, with respect to the subject matter hereof unless acknowledged in writing by the duly authorized representatives of both parties.

Nothing in this Agreement shall be construed for the benefit, intended or otherwise, of any third party that is not a parent or subsidiary of a party or otherwise related (by virtue of ownership control or statutory control) to a party.

In those situations where this Agreement imposes an indemnity or defense obligation on the Bidder, the City may, at its expense, elect to participate in the defense if the City should so choose. Furthermore, the City may at its own expense defend or settle any such claims if the Bidder fails to diligently defend such claims, and thereafter seek indemnity for costs and attorney's fees from the Bidder.

## **1.60 SUBCONTRACTUAL RELATIONS**

If the Bidder will cause any part of this Agreement to be performed by a sub bidder, the provisions of this Contract will apply to such sub bidder and its officers, agents and employees in all respects as if it and they were employees of the Proposer; and the Proposer will not be in any manner thereby discharged from its obligations and liabilities hereunder, but will be liable hereunder for all acts and negligence of the sub bidder, its officers, agents, and employees, as if they were employees of the Proposer. The services performed by the sub bidder will be subject to the provisions hereof as if performed directly by the Bidder.

The Bidder, before making any subcontract for any portion of the services, will state in writing to the City the name of the proposed sub bidder, the portion of the services which the sub bidder is to do, the place of business of such sub bidder, and such other information as the City may require. The City will have the right to require the Bidder not to award any subcontract to a person, firm or corporation disapproved by the City.

Before entering into any subcontract hereunder, the Bidder will inform the sub bidder fully and completely of all provisions and requirements of this Agreement relating either directly or indirectly to the services to be performed. Such services performed by such sub bidder will strictly comply with the requirements of this Contract.

In order to qualify as a sub bidder satisfactory to the City, in addition to the other requirements herein provided, the sub bidder must be prepared to prove to the satisfaction of the City that it has the necessary facilities, skill and experience, and ample financial resources to perform the services in a satisfactory manner. To be considered skilled and experienced, the sub bidder must show to the satisfaction of the City that it has satisfactorily performed services of the same general type which are required to be performed under this Agreement.

The City shall have the right to withdraw its consent to a subcontract if it appears to the City that the subcontract will delay, prevent, or otherwise impair the performance of the Bidder's obligations under this Agreement. All sub bidder are required to protect the confidentiality of the City and City's proprietary and confidential information. The Bidder shall furnish to the City copies of all subcontracts between the Bidder and sub bidder and suppliers hereunder. Within each such subcontract, there shall be a clause for the benefit of the City permitting the City to request completion of performance by the sub bidder of its obligations under the subcontract, in the event the City finds the Bidder in breach of its obligations, and the option to pay the sub bidder directly for the performance by such sub bidder. The foregoing shall neither convey nor imply any obligation or liability on the part of the City to any sub bidder hereunder as more fully described herein.

## **1.61 PROMPT PAYMENT: LATE PAYMENTS BY BIDDER TO SUB BIDDER AND MATERIAL SUPPLIERS; PENALTY:**

When a Bidder receives from the City of Hollywood any payment for contractual services, commodities, materials, supplies, or construction contracts, the proposer shall pay such moneys received to each sub bidder and material supplier in proportion to the percentage of work completed by each sub bidder and material supplier at the time of receipt. If the Bidder receives less than full payment, then the proposer shall be required to disburse only the funds received on a pro rata basis to the sub bidder and materials Suppliers, each receiving a prorated portion based on the amount due on the payment. If the proposer without reasonable cause fails to make payments required by this section to sub bidder and material suppliers within fifteen (15) working days after the receipt by the Bidder of full or partial payment, the proposer shall pay to the sub bidder and material suppliers a penalty in the amount of one percent (1%) of the amount due, per month, from the expiration of the period allowed herein for payment. Such penalty shall be in addition to actual payments owed. Retainage is also subject to the prompt payment requirement and must be returned to the sub bidder or material

supplier whose work has been completed, even if the prime contract has not been completed. The Bidder shall include the above obligation in each subcontract it signs with a sub bidder or material supplier.

#### **1.62 TERMINATION FOR CONVENIENCE AND SUSPENSION OF WORK**

The City may terminate this Agreement if an individual or corporation or other entity attempts to meet its contractual obligation with the City through fraud, misrepresentation or material misstatement.

The City may, as a further sanction, terminate or cancel any other contract(s) that such individual or corporation or other entity has with the City. Such individual, corporation or other entity shall be responsible for all direct and indirect costs associated with such termination or cancellation, including attorney's fees.

The foregoing notwithstanding, any individual, corporation or other entity which attempts to meet its contractual obligations with the City through fraud, misrepresentation or material misstatement may be debarred from City contracting in accordance with the City debarment procedures. The Bidder may be subject to debarment for failure to perform and any other reasons related to the Bidder's breach or failure of satisfactory performance.

In addition to cancellation or termination as otherwise provided in this Agreement, the City may at any time, in its sole discretion, with or without cause, terminate this Agreement by written notice to the Bidder and in such event:

The Bidder shall, upon receipt of such notice, unless otherwise directed by the City:

1. Stop work on the date specified in the notice ("the Effective Termination Date");
2. Take such action as may be necessary for the protection and preservation of the City's materials and property;
3. Cancel orders;
4. Assign to the City and deliver to any location designated by the City any non-cancelable orders for deliverables that are not capable of use except in the performance of this Agreement and which have been specifically developed for the sole purpose of this Agreement and not incorporated in the services;
5. Take no action which will increase the amounts payable by the City under this Agreement.

In the event that the City exercises its right to terminate this Agreement pursuant to this Article, the Bidder will be compensated as stated in the payment articles herein, for the:

1. Portion of the services completed in accordance with the Agreement up to the Effective Termination Date; and
2. Non-cancelable deliverables that are not capable of use except in the performance of this Agreement and which have been specifically developed for the sole purpose of this Agreement but not incorporated in the services.

All compensation pursuant to this Article is subject to audit.

#### **1.63 EVENT OF DEFAULT**

An Event of Default shall mean a breach of this Agreement by the Bidder. Without limiting the generality of the foregoing and in addition to those instances referred to herein as a breach, an Event of Default, shall include the following:

1. The Bidder has not delivered deliverables on a timely basis;
2. The Bidder has refused or failed, except in any case for which an extension of time is provided, to supply enough properly skilled staff personnel;
3. The Bidder has failed to make prompt payment to sub bidder or suppliers for any services;

4. The Bidder has become insolvent (other than as interdicted by the bankruptcy laws), or has assigned the proceeds received for the benefit of the Bidder's creditors, or the Bidder has taken advantage of any insolvency statute or debtor/creditor law or if the Bidder's affairs have been put in the hands of a receiver;
5. The Bidder has failed to obtain the approval of the City where required by this Agreement;
6. The Bidder has failed to provide "adequate assurances" as required under subsection "B" below; and
7. The Bidder has failed in the representation of any warranties stated herein.

When, in the opinion of the City, reasonable grounds for uncertainty exist with respect to the Proposer's ability to perform the services or any portion thereof, the City may request that the Proposer, within the time frame set forth in the City's request, provide adequate assurances to the City, in writing, of the Proposer's ability to perform in accordance with terms of this Agreement. Until the City receives such assurances the City may request an adjustment to the compensation received by the Proposer for portions of the services which the Proposer has not performed. In the event that the Proposer fails to provide to the City the requested assurances within the prescribed time frame, the City may:

1. Treat such failure as a repudiation of this Agreement;
2. Resort to any remedy for breach provided herein or at law, including but not limited to, taking over the performance of the services or any part thereof either by itself or through others.

In the event the City shall terminate this Agreement for default, the City or its designated representatives may immediately take possession of all applicable equipment, materials, products, documentation, reports and data.

#### **1.64 REMEDIES IN THE EVENT OF DEFAULT**

If an Event of Default occurs, the Proposer shall be liable for all damages resulting from the default, including but not limited to:

- A. Lost revenues;
- B. The difference between the cost associated with procuring services hereunder and the amount actually expended by the City for procurement of services, including procurement and administrative costs; and,
- C. Such other damages that the City may suffer.

The Proposer shall also remain liable for any liabilities and claims related to the Proposer's default. The City may also bring any suit or proceeding for specific performance or for an injunction.

#### **1.65 BANKRUPTCY**

The City reserves the right to terminate this contract if, during the term of any contract the Proposer has with the City, the Proposer becomes involved as a debtor in a bankruptcy proceeding, or becomes involved in a reorganization, dissolution, or liquidation proceeding, or if a trustee or receiver is appointed over all or a substantial portion of the property of the Proposer under federal bankruptcy law or any state insolvency law.

#### **1.66 CANCELLATION FOR UNAPPROPRIATED FUNDS**

The obligation of the City for payment to a Proposer is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, **unless otherwise authorized by law**.

#### **1.67 VERBAL INSTRUCTIONS PROCEDURE**

No negotiations, decisions, or actions shall be initiated or executed by the Proposer as a result of any discussions with any City employee. Only those communications which are in writing from an authorized City representative may be considered. Only written communications from Proposers, which are signed by a person designated as authorized to bind the Proposer, will be recognized by the City as duly authorized expressions on behalf of the Proposer.

### **1.68 E-VERIFY**

Proposer acknowledges that the City may be utilizing the Proposer's services for a project that is funded in whole or in part by State funds pursuant to a contract between the City and a State agency. The Proposer shall be responsible for complying with the E-Verify requirements in the contract and using the U.S. Department of Homeland Security's E-Verify system to verify the employment of all new employees hired by the Proposer during the Agreement term. The Proposer is also responsible for e-verifying its bidders, if any, pursuant to any agreement between the City and a State Agency, and reporting to the City any required information. The Proposer acknowledges that the terms of this paragraph are material terms, the breach of any of which shall constitute a default under this Agreement.

### **1.69 BUDGETARY CONSTRAINTS**

In the event the City is required to reduce contract costs due to budgetary constraints, all services specified in this document may be subject to a permanent or temporary reduction in budget. In such an event, the total cost for the affected service shall be reduced as required. The Proposer shall also be provided with a minimum 30-day notice prior to any such reduction in budget.

### **1.70 COST ADJUSTMENTS (As Applicable)**

The cost for all items as quoted herein shall remain firm for the first term of the contract. Costs for subsequent years and any extension term years shall be subject to an adjustment only if increases occur in the industry. However, unless very unusual and significant changes have occurred in the industry, such increases shall not exceed 3% per year or, whichever is less, the latest yearly percentage increase in the All Urban Consumers Price Index (CPU-U) (National) as published by the Bureau of Labor Statistics, U.S. Dept. of Labor. The yearly increase or decrease in the CPI shall be that latest index published and available ninety (90) days prior to the end of the contract year than in effect compared to the index for the same month one year prior. Any requested cost increase shall be fully documented and submitted to the City at least ninety (90) days prior to the contract anniversary date. Any approved cost adjustments shall become effective upon the anniversary date of the contract. In the event the CPI or industry costs decline, the City shall have the right to receive from the Proposer a reduction in costs that reflects such cost changes in the industry. The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, increases are considered to be excessive, or decreases are considered to be insufficient. In the event the City does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the City, the contract can be cancelled by the City upon giving thirty (30) days written notice to the Proposer.

### **1.71 OSHA STANDARDS**

Proposer acknowledges and agrees that as Contractor for the City of Hollywood, Florida, within the limits of the City of Hollywood, Florida, will have the sole responsibility for compliance with all requirements of the Federal Occupational Safety and Health Act of 1970, and all State and local safety and health regulations, and agrees to defend, indemnify and hold harmless the City of Hollywood, Florida, its officials, employees, service providers, and its agents against any and all legal liability or loss the City of Hollywood, Florida may incur due to the Contractor's failure to comply with such act.

*END OF SECTION*



City of Hollywood  
Public Utilities  
Vincent Morello, Director  
2600 Hollywood Boulevard, Hollywood, FL 33020

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## PROPOSAL DOCUMENT REPORT

IFB No. IFB-126-23-JJ

### Lead And Copper Rule Revisions (LCRR) Service Line Material Inventory (Re-Bid) FY-2024

RESPONSE DEADLINE: November 20, 2023 at 3:00 pm

Report Generated: Thursday, February 1, 2024

## National Metering Services, Inc. Proposal

### CONTACT INFORMATION

**Company:**

National Metering Services, Inc.

**Email:**

wcastle@nmsnj.com

**Contact:**

william castle

**Address:**

163 Schuyler Ave,  
box 491  
Kearny, NJ 07032

**Phone:**

(201) 246-1115

**Website:**

[www.nmsnj.com](http://www.nmsnj.com)

**Submission Date:**

Nov 8, 2023 3:55 PM

PROPOSAL DOCUMENT REPORT

IFB No. IFB-126-23-JJ

Lead And Copper Rule Revisions (LCRR) Service Line Material Inventory (Re-Bid) FY-2024

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## ADDENDA CONFIRMATION

Addendum #1

*Confirmed Nov 8, 2023 3:41 PM by william castle*

Addendum #2

*Confirmed Nov 8, 2023 3:41 PM by william castle*

Addendum #3

*Confirmed Nov 15, 2023 12:23 PM by william castle*

## QUESTIONNAIRE

### 1. VENDOR REFERENCE FORM\*

Please download the below documents, complete, and upload.

- [Vendor Reference Form.pdf](#)

Vendor\_Ref\_Form.pdfHollywood\_FL\_-\_as\_submitted.pdf

### 2. HOLD HARMLESS AND INDEMNITY CLAUSE\*

I, an authorized representative, the contractor, shall indemnify, defend and hold harmless the City of Hollywood, its elected and appointed officials, employees and agents for any and all suits, actions, legal or administrative proceedings, claims, damage, liabilities, interest, attorney' s fees, costs of any kind whether arising prior to the start of activities or following the completion or acceptance and in any manner directly or indirectly caused, occasioned or contributed to in whole or in part by reason of any act, error or omission, fault or negligence whether active or passive by the contractor, or anyone acting under its direction, control, or on its behalf in connection with or incident to its performance of the contract.

Confirmed

PROPOSAL DOCUMENT REPORT

IFB No. IFB-126-23-JJ

Lead And Copper Rule Revisions (LCRR) Service Line Material Inventory (Re-Bid) FY-2024

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**3. NON-COLLUSION STATEMENT\***

I, being first duly sworn, depose that:

- A. He/she is an authorized representative of the Company, the Proposer that has submitted the attached Proposal.
- B. He/she has been fully informed regarding the preparation and contents of the attached Proposal and of all pertinent circumstances regarding such Proposal;
- C. Such Proposal is genuine and is not a collusion or sham Proposal;
- D. Neither the said Proposer nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Proposer, firm or person to submit a collusive or sham Proposal in connection with the contractor for which the attached Proposal has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Proposer, firm or person to fix the price or prices, profit or cost element of the Proposal price or the Proposal price of any other Proposer, or to secure an advantage against the City of Hollywood or any person interested in the proposed Contract; and
- E. The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Confirmed

**4. CERTIFICATIONS REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS\***

The applicant certifies that it and its principals:

- A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;
- B. Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction, violation of Federal or State antitrust statutes or

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IFB No. IFB-126-23-JJ

Lead And Copper Rule Revisions (LCRR) Service Line Material Inventory (Re-Bid) FY-2024

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commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

- C. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
- D. Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default.

Confirmed

**5. DRUG-FREE WORKPLACE PROGRAM\***

- A. IDENTICAL TIE PROPOSALS - Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie proposals will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:
  - 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 employee 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

PROPOSAL DOCUMENT REPORT

IFB No. IFB-126-23-JJ

Lead And Copper Rule Revisions (LCRR) Service Line Material Inventory (Re-Bid) FY-2024

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of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 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 these requirements.

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

Confirmed

**6. SOLICITATION, GIVING, AND ACCEPTANCE OF GIFTS POLICY \***

Florida Statute 112.313 prohibits the solicitation or acceptance of Gifts. "No Public officer, employee of an agency, local government attorney, or candidate for nomination or election shall solicit or accept anything of value to the recipient, including a gift, loan, reward, promise of future employment, favor, or service, based upon any understanding that the vote, official action, or judgment of the public officer, employee, local government attorney, or candidate would be influenced thereby." The term "public officer" includes "any person elected or appointed to hold office in any agency, including any person serving on an advisory body."

The City of Hollywood/Hollywood CRA policy prohibits all public officers, elected or appointed, all employees, and their families from accepting any gifts of any value, either directly or indirectly, from any contractor, vendor, consultant, or business with whom the City/CRA does business.

The State of Florida definition of "gifts" includes the following:

- Real property or its use,
- Tangible or intangible personal property, or its use,
- A preferential rate or terms on a debt, loan, goods, or services,
- Forgiveness of indebtedness,
- Transportation, lodging, or parking,
- Food or beverage,

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Invitation For Bid - Lead And Copper Rule Revisions (LCRR) Service Line Material Inventory (Re-Bid) FY-2024

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- Membership dues,
- Entrance fees, admission fees, or tickets to events, performances, or facilities,
- Plants, flowers or floral arrangements
- Services provided by persons pursuant to a professional license or certificate.
- Other personal services for which a fee is normally charged by the person providing the services.
- Any other similar service or thing having an attributable value not already provided for in this section.

Any contractor, vendor, consultant, or business found to have given a gift to a public officer or employee, or his/her family, will be subject to dismissal or revocation of contract.

As the person authorized to sign the statement, I certify that this firm will comply fully with this policy.

Confirmed

**7. Certificate of Insurance\***

See requirements in the [#SPECIAL TERM AND CONDITIONS](#) section.

COI.pdf

**8. PROOF OF SUNBIZ REGISTRATION\***

Enter company FEIN to be verified in Sunbiz

22-3392696

[Click to Verify](#) Value will be copied to clipboard

**9. ACKNOWLEDGMENT AND SIGNATURE PAGE**

IF CORPORATION - DATE INCORPORATED/ORGANIZED:\*

3/1995

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STATE INCORPORATED/ORGANIZED:\*

New Jersey

REMITTANCE ADDRESS\*

163 Schuyler Ave

Kearny, NJ 07032

BIDDER/PROPOSER'S AUTHORIZED REPRESENTATIVE'S TYPED FULL NAME\*

Richard Verdiramo

IT IS HEREBY CERTIFIED AND AFFIRMED THAT THE BIDDER/PROPOSER CERTIFIES ACCEPTANCE OF THE TERMS, CONDITIONS, SPECIFICATIONS, ATTACHMENTS AND ANY ADDENDA. THE BIDDER/PROPOSER SHALL ACCEPT ANY AWARDS MADE AS A RESULT OF THIS SOLICITATION. BIDDER/PROPOSER FURTHER AGREES THAT PRICES QUOTED WILL REMAIN FIXED FOR THE PERIOD OF TIME STATED IN THE SOLICITATION.\*

Confirmed

THE EXECUTION OF THIS FORM CONSTITUTES THE UNEQUIVOCAL OFFER OF BIDDER/PROPOSER TO BE BOUND BY THE TERMS OF ITS PROPOSAL. FAILURE TO SIGN THIS SOLICITATION WHERE INDICATED BY AN AUTHORIZED REPRESENTATIVE SHALL RENDER THE BID/PROPOSAL NON-RESPONSIVE. THE CITY MAY, HOWEVER, IN ITS SOLE DISCRETION, ACCEPT ANY BID/PROPOSAL THAT INCLUDES AN EXECUTED DOCUMENT WHICH UNEQUIVOCALLY BINDS THE BIDDER/PROPOSER TO THE TERMS OF ITS OFFER.\*

Confirmed

PROPOSAL FORM\*

Please download the below documents, complete, and upload.

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PROPOSAL DOCUMENT REPORT

Invitation For Bid - Lead And Copper Rule Revisions (LCRR) Service Line Material Inventory (Re-Bid) FY-2024

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- [Proposal Form.docx](#)

proposal\_form.pdf

**10. SWORN STATEMENT PURSUANT TO SECTION 287.133 (3) (a) FLORIDA STATUTES ON PUBLIC ENTITY CRIMES**

THIS FORM STATEMENT IS SUBMITTED TO THE CITY OF HOLLYWOOD BY:\*

(Print individual's name and title) (Print name of entity submitting sworn statement)

Richard Verdiramo

SWORN STATEMENT CONTINUATION:\*

Enter business address:

163 Schuyler Avenue, Kearny, NJ 07032

SWORN STATEMENT CONTINUATION:\*

Enter Federal Employer Identification Number (FEIN) is:

If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement.

22-3392696

SWORN STATEMENT CONTINUATION:\*

I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in an federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

yes

SWORN STATEMENT CONTINUATION:\*

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I understand that "Affiliate," as defined in paragraph 287.133(1)(a), Florida Statutes, means:

1. A predecessor or successor of a person convicted of a public entity crime, or
2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a *prima facie* case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

Confirmed

SWORN STATEMENT CONTINUATION:\*

I understand that "person," as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or any entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity.

The term "person" includes those officers, executives, partners, shareholders, employees, members, and agents who are active in management of an entity

## PROPOSAL DOCUMENT REPORT

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Lead And Copper Rule Revisions (LCRR) Service Line Material Inventory (Re-Bid) FY-2024

Confirmed

## SWORN STATEMENT CONTINUATION:\*

Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

Division of Administrative Hearings, determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (attach a copy of the Final Order).

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

## SWORN STATEMENT CONFIRMATION\*

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

Confirmed

## PRICE TABLES

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Service Line Material Verification within Public R/W or Easement	1,200	EA	\$165.00	\$198,000.00

## PROPOSAL DOCUMENT REPORT

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Lead And Copper Rule Revisions (LCRR) Service Line Material Inventory (Re-Bid) FY-2024

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
2	Concrete/Stamped Concrete Restoration and Necessary Repairs at Service Line Locations	1	SY	\$175.00	\$175.00
3	Asphalt Restoration and Necessary Repairs at Service Line Locations	1	SY	\$95.00	\$95.00
4	Grass Restoration and Necessary Repairs at Service Line Locations	1	SY	\$45.00	\$45.00
5	Pavers Restoration and Necessary Repairs at Service Line Locations	1	SY	\$150.00	\$150.00
6	Mobilization / General Requirements	1	LS	\$5,950.00	\$5,950.00
7	Demobilization / General Requirements	1	LS	\$5,950.00	\$5,950.00
<b>Labor - Items Below Shall Only Be Used Per City's Request With Approval in Advance</b>					
8	Project Manager	400	HR	\$55.00	\$22,000.00
9	Foreman	400	HR	\$40.00	\$16,000.00
10	Laborer	400	HR	\$32.00	\$12,800.00
<b>Equipment Cost - Items Below Shall Only Be Used Per City's Request With Approval in Advance</b>					
11	Ground Penetrating Radar	1	DAY	\$2,000.00	\$2,000.00
12	Miscellaneous Small Tools	1	DAY	\$1,100.00	\$1,100.00
<b>Allowances</b>					
13	Permitting Allowance (Please put \$50,000.00)	1	LS	\$50,000.00	\$50,000.00
14	Consideration for Indemnification (Please put \$10.00)	1	LS	\$10.00	\$10.00

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## PROPOSAL DOCUMENT REPORT

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Lead And Copper Rule Revisions (LCRR) Service Line Material Inventory (Re-Bid) FY-2024

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Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
15	Miscellaneous Work Allowance / Contingency (Please put \$100,000.00)	1	LS	\$100,000.00	\$100,000.00
<b>TOTAL</b>					<b>\$414,275.00</b>

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PROPOSAL DOCUMENT REPORT

Invitation For Bid - Lead And Copper Rule Revisions (LCRR) Service Line Material Inventory (Re-Bid) FY-2024

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Tab 1

Title Page



## **REQUEST FOR PROPOSALS**

**Lead and Copper Rule Revisions**

**(FY-2024 (RE-BID))**



**Due Date:**

Monday, November 6, 2023 at 3:00 p.m., EST

Tab 2

Submittal  
Checklist Form

**FORM 1****SUBMITTAL CHECKLIST FORM**

The items below are required components of your solicitation response in order for your bid/proposal/submittal to be considered responsive and responsible. Please complete and submit this submittal checklist form as the cover page of your submittal with all of the items below in the order listed.

Please indicate Yes or No in the "Submitted (Yes/No)" column below to indicate which required components were provided with your submittal.

Submitted (Yes/No)	Required Bid Components
<u>Yes</u>	This Submittal Checklist Form completed and included as the cover page of your submittal.
<u>Yes</u>	A Table of Contents that clearly identifies each section and page number of your submittal.
<u>No</u>	Information and/or documentation that addresses and/or meets the requirements outlined in Section III – Scope of Work/Services, including any procedural or technical enhancements/innovations which do not materially deviate from the objectives or required content of the Scope of Work/Services.
	<p>Forms (Completed)</p> <ul style="list-style-type: none"> <li>Form 1 Submittal Checklist Form*</li> <li>Form 2 Acknowledgement and Signature Page</li> <li>Form 3 Bid Form*</li> <li>Form 4 Vendor Reference Form*</li> <li>Form 5 Hold Harmless and Indemnity Clause</li> <li>Form 6 Non-Collusion Affidavit</li> <li>Form 7 Sworn Statement...Public Entity Crimes</li> <li>Form 8 Certifications Regarding Debarment...</li> <li>Form 9 Drug-Free Workplace Program</li> <li>Form 10 Solicitation, Giving, and Acceptance...</li> <li>Form 11 W-9 (Request for Taxpayer Identification)</li> <li>Form 12 Trench Safety Form</li> <li>Form 13 Bid Guaranty Form</li> <li>Form 14 List of Subcontractors</li> <li>Form 15 Information Required from Bidders</li> <li>Form 16 Proposal</li> </ul>
<u>Yes</u>	Certificate(s) of insurance that meets the requirements of Section 2.17
<u>Yes</u>	Proof of State of Florida Sunbiz Registration
	This checklist is only a guide, please read the entire solicitation to ensure that your submission includes all required information and documentation.

Tab 3

## Table of Contents

## Table of Contents

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Tab 4

## Section III - Deviation



P.O. Box 491, 163 Schuyler Avenue  
Kearny, New Jersey 07032  
Phone: 201-246-1115 Fax: 201-246-1831  
[www.nmsnj.com](http://www.nmsnj.com)

October 27, 2023

**RE: LEAD AND COPPER RULE REVISIONS FY – 2024 (RE-BID)**

Dear Sir or Madam:

National Metering Services, Inc. requires no deviation from the Scope of Work detailed in the bid documents.

We look forward to working with Homestead staff to make this project a success.

Sincerely,

National Metering Services, Inc.



Richard Verdiramo  
Vice President

Tab 5

Forms

## FORM 2

### ACKNOWLEDGMENT AND SIGNATURE PAGE

This form must be completed and submitted by the date and the time of bid opening.

Legal Company Name (include d/b/a if applicable): National Metering Services, Inc

If Corporation - Date Incorporated/Organized: 03/1995 Federal Tax Identification Number: 22-3392696

State Incorporated/Organized: New Jersey

Company Operating Address: 163 Schuyler Ave

City: Kearny State: NJ Zip Code: 07032

Remittance Address (if different from ordering address):

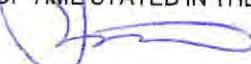
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Company Contact Person: William Castle Email Address: wcastle@nmsnj.com

Phone Number (include area code): 201-628-2850 Fax Number (include area code): 201-246-1831

Company's Internet Web Address: www.nmsnj.com

IT IS HEREBY CERTIFIED AND AFFIRMED THAT THE BIDDER/PROPOSER CERTIFIES ACCEPTANCE OF THE TERMS, CONDITIONS, SPECIFICATIONS, ATTACHMENTS AND ANY ADDENDA. THE BIDDER/PROPOSER SHALL ACCEPT ANY AWARDS MADE AS A RESULT OF THIS SOLICITATION. BIDDER/PROPOSER FURTHER AGREES THAT PRICES QUOTED WILL REMAIN FIXED FOR THE PERIOD OF TIME STATED IN THE SOLICITATION.

Bidder/Proposer's Authorized Representative's Signature:  Date: 10/27/23

Type or Print Name: Richard Verdiramo

THE EXECUTION OF THIS FORM CONSTITUTES THE UNEQUIVOCAL OFFER OF BIDDER/PROPOSER TO BE BOUND BY THE TERMS OF ITS PROPOSAL. FAILURE TO SIGN THIS SOLICITATION WHERE INDICATED BY AN AUTHORIZED REPRESENTATIVE SHALL RENDER THE BID/PROPOSAL NON-RESPONSIVE. THE CITY MAY, HOWEVER, IN ITS SOLE DISCRETION, ACCEPT ANY BID/PROPOSAL THAT INCLUDES AN EXECUTED DOCUMENT WHICH UNEQUIVOCALLY BINDS THE BIDDER/PROPOSER TO THE TERMS OF ITS OFFER.

## SUBMISSION

**How to submit bids/proposals:** Vendor's solicitation response may be submitted electronically through BidSync, the City's designated electronic bidding system, or by mail or hand delivery to the address noted above. It is the Vendor's sole responsibility to assure its response is submitted and received by the date and time specified in the solicitation. Any timeframe references are in Eastern Standard Time. The official time for electronic submittals is OpenGov's servers, as synchronized with the atomic clock. All parties without reservation will accept the official time.

### Important Notice:

The Procurement Services Division shall distribute all official changes, modifications, responses to questions or notices relating to the requirements of this document. Any other information of any kind from any other source shall not be considered official, and bidders relying on other information do so at their own risk.

The responsibility for submitting a bid/proposal on or before the time and date is solely and strictly the responsibility of the bidder/proposer, the City will in no way be responsible for delays caused by technical difficulty or caused by any other occurrence. No part of a bid/proposal can be submitted via FAX or via direct Email to the City. No variation in price or conditions shall be permitted based upon a claim of ignorance.

**FORM 3****BID FORM**

The City is seeking bids/proposals from qualified vendors for the items listed below in accordance with the terms, conditions, and specifications contained in this solicitation.

Estimated quantities listed are for information and tabulation purposes only. No warranty or guarantee of quantities needed is given or implied. It is understood that the Contractor will furnish the City's needs as they arise.

Item No.	Item Description	Quantity	Unit	Unit Price	Total Price
1	Service Line Material Verification within Public R/W or Easement	1200	EA	\$165.00	\$198,000.00
2	Concrete/Stamped Concrete Restoration and Necessary Repairs at Service Line Locations	1	SY	\$175.00	\$175.00
3	Asphalt Restoration and Necessary Repairs at Service Line Locations	1	SY	\$95.00	\$95.00
4	Grass Restoration and Necessary Repairs at Service Line Locations	1	SY	\$45.00	\$45.00
5	Pavers Restoration and Necessary Repairs at Service Line Locations	1	SY	\$150.00	\$150.00
6	Mobilization / General Requirements	1	LS	\$5,950.00	\$5,950.00
7	Demobilization / General Requirements	1	LS	\$5,950.00	\$5,950.00

Labor - Items Below Shall Only Be Used Per City's Request With Approval in Advance

8	Project Manager	400	HR	\$55.00	\$22,000.00
9	Foreman	400	HR	\$40.00	\$16,000.00
10	Laborer	400	HR	\$32.00	\$12,800.00

Equipment Cost - Items Below Shall Only Be Used Per City's Request With Approval in Advance

11	Ground Penetrating Radar	1	DAY	\$2,000.00	\$2,000.00
12	Miscellaneous Small Tools	1	DAY	\$1,100.00	\$1,100.00

Allowances

13	Permitting Allowance			\$50,000	\$50,000
14	Consideration for Indemnification			\$10	\$10
15	Miscellaneous Work Allowance / Contingency			\$100,000	\$100,000

**GRAND TOTAL BID PRICE** \$ 414,275.00

**GRAND TOTAL BID PRICE (in words):**Four Hundred Fourteen Thousand, Two hundred Seventy Five Dollars 00/100

National Metering Services, Inc.

Company Name

Authorized Signature

**Richard Verdiramo**

---

Print Name

**Vice President**

---

Title

**October 27, 2023**

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Date

## FORM 4

## VENDOR REFERENCE FORM

City of Hollywood Solicitation #: Lead and Copper Rule Revisions FY-2024 (Re-Bid)  
 Reference for: National Metering Services, Inc.

Organization/Firm Name providing  
reference:

City of Margate Florida

Organization/Firm Contact Name: Marta Reczko Title: Assistant Director Utilities  
 Email: mreczko@margatefl.com Phone: 954-884-3632  
 Name of Referenced Project: Water Meter Change-out Contract No: 231317  
 Date Services were provided: 07/2023 - current Project Amount: \$700,000.00  
 Referenced Vendor's role in Project:  Prime Vendor  Subcontractor/ Subconsultant  
 Would you use the Vendor again?  Yes  No. Please specify in additional  
comments

Description of services provided by Vendor (provide additional sheet if necessary):				
<u>City wide water meter replacement program. Old meter system being replaced with</u>				
<u>State of the Art Cellular Meter Reading System (AMI)</u>				

Please rate your experience with the Vendor		Need Improvement	Satisfactory	Excellent	Not Applicable
Vendor's Quality of Service					
a. Responsive	<input type="checkbox"/>				
b. Accuracy	<input type="checkbox"/>				
c. Deliverables	<input type="checkbox"/>				
Vendor's Organization:					
a. Staff expertise	<input type="checkbox"/>				
b. Professionalism	<input type="checkbox"/>				
c. Staff turnover	<input type="checkbox"/>				
Timeliness/Cost Control of:					
a. Project	<input type="checkbox"/>				
b. Deliverables	<input type="checkbox"/>				

Additional Comments (provide additional sheet if necessary):				

<b>*****THIS SECTION FOR CITY USE ONLY*****</b>						
Verified via:	Email:	<input type="checkbox"/>	Verbal:	<input type="checkbox"/>	Mail:	<input type="checkbox"/>
Verified by:	Name:				Title:	
	Department:				Date:	

## VENDOR REFERENCE FORM

City of Hollywood Solicitation #:

Lead and Copper Rule Revisions FY-2024 (Re-Bid)

Reference for:

National Metering Services, Inc.

Organization/Firm Name providing

reference:

City of Clermont Florida

Organization/Firm Contact Name:

Larry AlcaideTitle: Public Services, Distribution Chief

Email:

lalcaide@clermontfl.orgPhone: 352-241-0178

Name of Referenced Project:

meter and backflow replacementContract No: N/A

Date Services were provided:

3/23 - 6/23Project Amount: \$200,000.00

Referenced Vendor's role in Project:

 Prime Vendor Subcontractor/ Subconsultant

Would you use the Vendor again?

 Yes No. Please specify in additional comments

Description of services provided by Vendor (provide additional sheet if necessary):

Water meter, AMI and backflow replacement program as needed to address failures due to age

Please rate your experience with the Vendor	Need Improvement	Satisfactory	Excellent	Not Applicable
<b>Vendor's Quality of Service</b>				
d. Responsive	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
e. Accuracy	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
f. Deliverables	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Vendor's Organization:</b>				
d. Staff expertise	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
e. Professionalism	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
f. Staff turnover	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Timeliness/Cost Control of:</b>				
c. Project	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
d. Deliverables	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Additional Comments (provide additional sheet if necessary):


**\*\*\*\*\*THIS SECTION FOR CITY USE ONLY\*\*\*\*\***

Verified via:	Email:	<input type="checkbox"/>	Verbal:	<input type="checkbox"/>	Mail:	<input type="checkbox"/>
Verified by:	Name:				Title:	
	Department:				Date:	

## VENDOR REFERENCE FORM

City of Hollywood Solicitation #: Lead and Copper Rule Revisions FY-2024 (Re-Bid)  
 Reference for: National Metering Services, Inc.

Organization/Firm Name providing reference: Hillsborough County Public Utilities Administration  
 Organization/Firm Contact Name: Gary Hunter Title: Group Manager – Client Services  
 Email: hunterj@HCFLGov.net Phone: (813) 612-7725  
 Name of Referenced Project: AMI Meter Supply and Installation Contract No: \_\_\_\_\_  
 Date Services were provided: 1/20 thru 1/27 Project Amount: \$20,000,000.00  
 Referenced Vendor's role in Project:  Prime Vendor  Subcontractor/ Subconsultant  
 Would you use the Vendor again?  Yes  No, Please specify in additional comments

Description of services provided by Vendor (provide additional sheet if necessary):				
Installation of 50,000 AMI meters county wide				

Please rate your experience with the Vendor	Need Improvement	Satisfactory	Excellent	Not Applicable
Vendor's Quality of Service				
g. Responsive	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
h. Accuracy	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
i. Deliverables	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Vendor's Organization:				
g. Staff expertise	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
h. Professionalism	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
i. Staff turnover	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Timeliness/Cost Control of:				
e. Project	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
f. Deliverables	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Additional Comments (provide additional sheet if necessary):				

*****THIS SECTION FOR CITY USE ONLY*****						
Verified via:	Email:	<input type="checkbox"/>	Verbal:	<input type="checkbox"/>	Mail:	<input type="checkbox"/>
Verified by:	Name: _____				Title: _____	
	Department: _____				Date: _____	

## FORM 5

### HOLD HARMLESS AND INDEMNITY CLAUSE

National Metering Services, Inc.

(Company Name and Authorized Signature, Print Name)

the contractor, shall indemnify, defend and hold harmless the City of Hollywood, its elected and appointed officials, employees and agents for any and all suits, actions, legal or administrative proceedings, claims, damage, liabilities, interest, attorney fees, costs of any kind whether arising prior to the start of activities or following the completion or acceptance and in any manner directly or indirectly caused, occasioned or contributed to in whole or in part by reason of any act, error or omission, fault or negligence whether active or passive by the contractor, or anyone acting under its direction, control, or on its behalf in connection with or incident to its performance of the contract.



Signature

Richard Verdiramo

Printed Name

National Metering Services, Inc.

Name of Company

Vice President

Title

**FORM 6**  
**NON-COLLUSION AFFIDAVIT**

**STATE OF:** New Jersey

**COUNTY OF:** Hudson, being first duly sworn, deposes and says that:

- (1) He/she is Vice President of National metering Services, Inc., the Proposer that has submitted the attached Proposal.
- (2) He/she has been fully informed regarding the preparation and contents of the attached Proposal and of all pertinent circumstances regarding such Proposal;
- (3) Such Proposal is genuine and is not a collusion or sham Proposal;
- (4) Neither the said Proposer nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Proposer, firm or person to submit a collusive or sham Proposal in connection with the contractor for which the attached Proposal has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Proposer, firm or person to fix the price or prices, profit or cost element of the Proposal price or the Proposal price of any other Proposer, or to secure an advantage against the City of Hollywood or any person interested in the proposed Contract; and
- (5) The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.



Signature

Richard Verdiramo

Printed Name

National Metering Services, Inc.  
Name of Company

Vice President  
Title

## FORM 7

### SWORN STATEMENT PURSUANT TO SECTION 287.133 (3) (a) FLORIDA STATUTES ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS

1. This form statement is submitted to the City of Hollywood by Richard Verdiramo for National Metering Services, Inc. (Print individual's name and title) (Print name of entity submitting sworn statement) whose business address is 163 Schuyler Ave Kearny NJ 07032 and if applicable its Federal Employer Identification Number (FEIN) is 22-3392696. If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement.

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2. I understand that "public entity crime," as defined in paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid, proposal, reply, or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misinterpretation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in an federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that "Affiliate," as defined in paragraph 287.133(1)(a), Florida Statutes, means:
  1. A predecessor or successor of a person convicted of a public entity crime, or
  2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a *prima facie* case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that "person," as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or any entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, executives, partners, shareholders, employees, members, and agents who are ~~19~~ active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

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

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

The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime, but the Final Order entered by the Hearing Officer in a subsequent proceeding before a Hearing Officer of the State of the State of Florida,

Division of Administrative Hearings, determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (attach a copy of the Final Order).

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

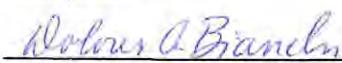
  
(Signature)

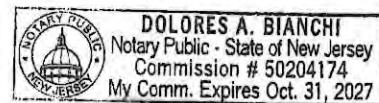
Sworn to and subscribed before me this 27 day of October, 2023.

Personally known Richard Verdiramo

Or produced identification \_\_\_\_\_ Notary Public-State of New Jersey

(Type of identification) my commission expires 10/31/2027

  
(Printed, typed or stamped commissioned name of notary public)



## FORM 8

### CERTIFICATIONS REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

The applicant certifies that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
- (d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default.

Applicant Name and Address:

National Metering Services, Inc

163 Schuyler Ave Box 491

Kearny NJ 07032

Application Number and/or Project Name:

Lead and Copper Rule Revisions (LCRR) Service Line Inventory FY 2024 # 22-5145

Applicant IRS/Vendor Number: 22-3392696



Signature

Richard Verdiramo

Printed Name

National Metering Services, Inc.

Name of Company

Vice President

Title

## FORM 9

### DRUG-FREE WORKPLACE PROGRAM

**IDENTICAL TIE PROPOSALS** - Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie proposals will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

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 employee 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 893 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 these requirements.

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



Signature

Richard Verdiramo

Printed Name

National Metering Services, Inc

Name of Company

Vice President

Title

## FORM 10

### **SOLICITATION, GIVING, AND ACCEPTANCE OF GIFTS POLICY**

Florida Statute 112.313 prohibits the solicitation or acceptance of Gifts. "No Public officer, employee of an agency, local government attorney, or candidate for nomination or election shall solicit or accept anything of value to the recipient, including a gift, loan, reward, promise of future employment, favor, or service, based upon any understanding that the vote, official action, or judgment of the public officer, employee, local government attorney, or candidate would be influenced thereby." The term "public officer" includes "any person elected or appointed to hold office in any agency, including any person serving on an advisory body."

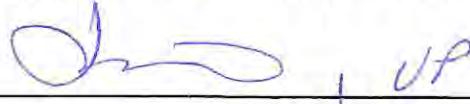
The City of Hollywood/Hollywood CRA policy prohibits all public officers, elected or appointed, all employees, and their families from accepting any gifts of any value, either directly or indirectly, from any contractor, vendor, consultant, or business with whom the City/CRA does business.

The State of Florida definition of "gifts" includes the following:

- Real property or its use,
- Tangible or intangible personal property, or its use,
- A preferential rate or terms on a debt, loan, goods, or services,
- Forgiveness of indebtedness,
- Transportation, lodging, or parking,
- Food or beverage,
- Membership dues,
- Entrance fees, admission fees, or tickets to events, performances, or facilities,
- Plants, flowers or floral arrangements
- Services provided by persons pursuant to a professional license or certificate.
- Other personal services for which a fee is normally charged by the person providing the services.
- Any other similar service or thing having an attributable value not already provided for in this section.

Any contractor, vendor, consultant, or business found to have given a gift to a public officer or employee, or his/her family, will be subject to dismissal or revocation of contract.

As the person authorized to sign the statement, I certify that this firm will comply fully with this policy.



Signature

Richard Verdiramo

Printed Name

National Metering Services, Inc

Name of Company

Vice President

Title

## FORM 11

Form **W-9**  
 (Rev. December 2014)  
 Department of the Treasury  
 Internal Revenue Service

**Request for Taxpayer  
 Identification Number and Certification**

Give Form to the  
 requester. Do not  
 send to the IRS.

Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. <b>National Metering Services, Inc.</b>					
	2 Business name/disregarded entity name, if different from above					
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or <input type="checkbox"/> C Corporation <input checked="" type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ► <small>Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.</small> <input type="checkbox"/> Other (see instructions) ►					
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): <small>Exempt payee code (if any) _____</small> <small>Exemption from FATCA reporting code (if any) _____</small> <small>(Applies to accounts maintained outside the U.S.)</small>					
	5 Address (number, street, and apt. or suite no.) <b>163 Schuyler Avenue</b> Requester's name and address (optional)					
	6 City, state, and ZIP code <b>Kearny, NJ 07032</b>					
	7 List account number(s) here (optional)					

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number		
	-	
	-	

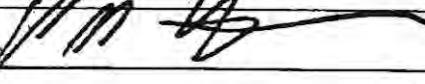
Employer identification number									
2	2	-	3	3	9	2	6	9	6

**Part II Certification**

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ►	
Date ► 11/6/2023		

**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at [www.irs.gov/fw9](http://www.irs.gov/fw9).

**Purpose of Form**

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.*

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

**Note.** If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Example.** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

## Backup Withholding

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

**Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester;
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details);

3. The IRS tells the requester that you furnished an incorrect TIN;

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only); or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* above.

## What is FATCA reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

## Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

## Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

## Specific Instructions

### Line 1

You must enter one of the following on this line; do not leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account, list first, and then circle, the name of the person or entity whose name you entered in Part I of Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

**Note. ITIN applicant:** Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C Corporation, or S Corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(ii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

**Line 2**

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

**Line 3**

Check the appropriate box in line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box in line 3.

**Limited Liability Company (LLC).** If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

**Line 4, Exemptions**

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space in line 4 any code(s) that may apply to you.

**Exempt payee code.**

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)

2—The United States or any of its agencies or instrumentalities

3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

4—A foreign government or any of its political subdivisions, agencies, or instrumentalities

5—A corporation

6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession

7—A futures commission merchant registered with the Commodity Futures Trading Commission

8—A real estate investment trust

9—An entity registered at all times during the tax year under the Investment Company Act of 1940

10—A common trust fund operated by a bank under section 584(a)

11—A financial institution

12—A middleman known in the investment community as a nominee or custodian

13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt payees 1 through 5 <sup>2</sup>
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup> However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

**Exemption from FATCA reporting code.** The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

**Note.** You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

**Line 5**

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.

**Line 6**

Enter your city, state, and ZIP code.

**Part I. Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on this page), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

**Note.** See the chart on page 4 for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at [www.ssa.gov](http://www.ssa.gov). You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/businesses](http://www.irs.gov/businesses) and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note.** Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

## Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code* earlier.

**Signature requirements.** Complete the certification as indicated in items 1 through 5 below.

**1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.

**2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

**3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

**4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

**5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

## What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee <sup>1</sup>
5. Sole proprietorship or disregarded entity owned by an individual	The actual owner <sup>1</sup>
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i) (A))	The owner <sup>1</sup>
7. Disregarded entity not owned by an individual	The grantor <sup>1</sup>
For this type of account:	Give name and EIN of:
8. A valid trust, estate, or pension trust	The owner
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	Legal entity <sup>1</sup>
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The corporation
11. Partnership or multi-member LLC	The organization
12. A broker or registered nominee	The partnership
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The broker or nominee
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i) (B))	The public entity
	The trust

<sup>1</sup> List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

<sup>4</sup> List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 2.

<sup>5</sup> Note. Grantor also must provide a Form W-9 to trustee of trust.

**Note.** If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

## Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

**Protect yourself from suspicious emails or phishing schemes.** Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to [phishing@irs.gov](mailto:phishing@irs.gov). You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at [spam@uce.gov](mailto:spam@uce.gov) or contact them at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

## Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

## FORM 12

### TRENCH SAFETY

This form must be completed and signed by the Respondent.

Failure to complete this form may result in the solicitation being declared non-responsive.

Respondent acknowledges that the Florida Trench Safety Act, Section 553.60 et. seq., which became effective October 1, 1990, shall be in effect during the period of construction of the project. The respondent by signing and submitting the solicitation is, in writing, assuring that it will perform any trench excavation in accordance with applicable trench safety standards. The respondent further identifies the following separate item of cost of compliance with the applicable trench safety standards as well as the method of compliance:

<u>Method of Compliance</u>	<u>Cost</u>
-----------------------------	-------------

Total \$ N/A

Respondent acknowledges that this cost is included in the applicable items of their submittal and in the Grand Total Solicitation Price. Failure to complete the above will result in the solicitation being declared non- responsive.

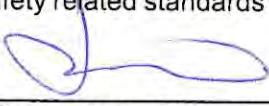
The Respondent is, and the Owner and Engineer are not, responsible to review or assess Respondent's safety precautions, programs or costs, or the means, methods, techniques or technique adequacy, reasonableness of cost, sequences or procedures of any safety precaution, program or cost, including but not limited to, compliance with any and all requirements of Florida Statute Section 553.60 et. seq. cited as the "Trench Safety Act." Respondent is, and the owner and Engineer are not, responsible to determine if any safety related standards apply to the project, including but not limited to, the "Trench Safety Act."

Dolores A. Bianchi  
Witness Signature

Dolores A. Bianchi  
Witness Printed Name

103 Schuyler Ave., Kearny, NJ 07032  
Witness Address

10-27-2023  
Date

  
Contractor's Signature

Richard Verdiramo  
Printed Name

Vice President  
Title

October 27, 2023  
Date

- END OF SECTION -

**Form 13**  
**Bid Guaranty Form**  
(Construction)

**STATE OF FLORIDA**

KNOW ALL MEN BY THESE PRESENTS: The Ohio Casualty  
That we National Metering Services, Inc., as Principal, and Insurance Company, as  
Surety, are held and firmly bound unto the City of Hollywood in the sum of \_\_\_\_\_  
Five Percent (5%) of Amount Bid Dollars (\$ xxx  
of the United States, amounting to 5% of the total SOLICITATION Price, for the payment of said  
sum, we bind ourselves, our heirs, executors, administrators, and successors, jointly and  
severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the principal has submitted the  
accompanying SOLICITATION, dated November 6 20 23 for  
Lead and Copper Rule Revisions (LCRR) Service Line Material Inventory (Re-Bid) FY-2024, 22-5145

**SOLICITATION- IFB-126-23-JJ**

NOW, THEREFORE, if the principal shall not withdraw said SOLICITATION within 90 days after  
date of the same and shall within ten days after the prescribed forms are presented to him for  
signature, enter into a written contract with the CITY, in accordance with the SOLICITATION as  
accepted, and give bond with good and sufficient surety or sureties, and provide the necessary  
Insurance Certificates as may be required for the faithful performance and proper fulfillment of  
such Contract, then this obligation shall be null and void.

Approved SOLICITATION Bond

WHEN THE PRINCIPAL IS A CORPORATION

Attest

John Castle  
Secretary

National Metering Services, Inc.

Name of Corporation

163 Schuyler Ave.

Business Address

Kearny, NJ 07032

By:

(Affix Corporate Seal)

William Castle

Printed Name

President

Official Title

NJ  
NMS  
1995

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, JOHN CASTLE, certify that I am the secretary of the Corporation named as Principal in the attached bond; that William Castle who signed the said bond on behalf of the Principal, was then President of said Corporation; that I know his signature, and his signature thereto is genuine and that said bond was duly signed, sealed and attested for and on behalf of said Corporation by authority of its governing body.

John Castle (SEAL)  
Secretary

NJ  
NMS  
1995

Approved SOLICITATION Bond

TO BE EXECUTED BY CORPORATE SURETY:

Attest:

Nicole Kaelzer  
Secretary Nicole Kaelzer  
Witness  
Pamela Lipkin-Sauertig  
By: Pamela Lipkin-Sauertig  
(Affix Corporate Seal)

Name of Local Agency

STATE OF FLORIDA

The Ohio Casualty Insurance Company  
Corporate Surety  
401 Plymouth Rd., Suite 450  
Business Address  
Plymouth Meeting, PA 19462

Pamela Lipkin-Sauertig  
Attorney-in-Fact  
USI Insurance Services, LLC  
180 Park Avenue, 1st Floor  
Business Address  
Florham Park, NJ 07932

Before me, a Notary Public, duly commissioned, qualified and acting, personally appeared,  
Pamela Lipkin-Sauertig to me well known, who being by me first duly sworn upon  
oath says that he is the attorney-in-fact for the The Ohio Casualty Insurance Company and  
that he has been authorized by The Ohio Casualty Insurance Company to execute the forgoing  
bond on behalf of the CONTRACTOR named therein in favor of the City of Hollywood, Florida.  
Subscribed and sworn to before me this 6th day of Nov. 2023

*Pamela Lipkin-Sauertig*  
Notary Public, State of New Jersey

My Commission Expires:

- END OF SECTION -

ROBYN ROST  
Notary Public, State of New Jersey  
My Commission Expires Apr 3, 2028





This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company  
The Ohio Casualty Insurance Company  
West American Insurance Company

Certificate No. 8205984-084294

## POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint Michael Cohen, Pamela B. Lipkin-Sauertig, Robyn Rosl, Vicki Elizabeth Alfonso, all of the city of Florham Park, state of NJ each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, the Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 14<sup>th</sup> day of July 2021.

Liberty Mutual Insurance Company  
The Ohio Casualty Insurance Company  
West American Insurance Company

By:

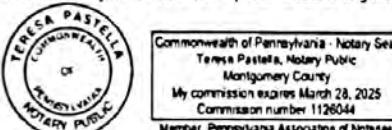
David M. Carey, Assistant Secretary



STATE OF PENNSYLVANIA ss  
COUNTY OF MONTGOMERY

On the 14<sup>th</sup> day of JUN, 2021, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



By:   
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

### ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

### ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

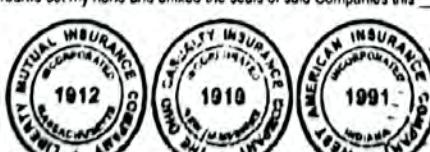
Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, of Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company, do hereby certify that this power of attorney executed by said Companies is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 6<sup>th</sup> day of November, 2023.



By:   
Renee C. Llewellyn, Assistant Secretary



## THE OHIO CASUALTY INSURANCE COMPANY

Financial Statement – December 31, 2022

<b>Assets</b>	<b>Liabilities</b>
Cash and Bank Deposits.....	\$381,391,653
*Bonds – U.S. Government.....	624,259,230
*Other Bonds.....	4,696,075,391
*Stocks.....	123,765,396
Real Estate.....	0
Agents' Balances or Uncollected Premiums.....	936,691,175
Accrued Interest and Rents.....	40,821,253
Other Admitted Assets.....	2,318,373,499
<b>Total Admitted Assets.....</b>	<b>\$9,121,377,597</b>
	Unearned Premiums.....
	Reserve for Claims and Claims Expense.....
	Funds Held Under Reinsurance Treaties.....
	Reserve for Dividends to Policyholders.....
	Additional Statutory Reserve.....
	Reserve for Commissions, Taxes and Other Liabilities.....
	<b>Total.....</b>
	<b>\$6,604,445.225</b>
	Special Surplus Funds.....
	Capital Stock.....
	Paid in Surplus.....
	Unassigned Surplus.....
	Surplus to Policyholders.....
	<b>Total Liabilities and Surplus.....</b>
	<b>\$9,121,377,597</b>



\* Bonds are stated at amortized or investment value; Stocks at Association Market Values.  
 The foregoing financial information is taken from The Ohio Casualty Insurance Company's financial statement filed with the state of Ohio Department of Insurance.

I, TIM MIKOLAJEWSKI, Assistant Secretary of The Ohio Casualty Insurance Company, do hereby certify that the foregoing is a true, and correct statement of the Assets and Liabilities of said Corporation, as of December 31, 2022, to the best of my knowledge and belief.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporation at Seattle, Washington, this 8th day of March 2023.

Assistant Secretary

**Form 14**  
**LIST OF SUBCONTRACTORS**

The Respondent shall list below the name and address of each Subcontractor who will perform work under this Contract, and shall also list the portion of the work which will be done by such Subcontractor. After the opening of Submittals, changes or substitutions will be allowed with written approval of the City of Hollywood. Subcontractors must be properly licensed.

<b>Work to be Performed</b>	<b>Subcontractor's Name / Address</b>
1. <u>None to be Used</u>	_____
_____	_____
2. _____	_____
_____	_____
3. _____	_____
_____	_____
4. _____	_____
_____	_____
5. _____	_____
_____	_____
6. _____	_____
_____	_____
7. _____	_____
_____	_____
8. _____	_____
_____	_____
9. _____	_____
_____	_____
10. _____	_____
_____	_____

NOTE: Attach additional sheets if required.

## FORM 15

## INFORMATION REQUIRED FROM BIDDERS

GENERAL INFORMATION

The Bidder shall furnish the following information. Failure to comply with this requirement may cause its rejection. Additional sheets shall be attached as required.

1. Contractor's Name/Address: National Metering Services, Inc  
163 Schuyler Ave Box 491 Kearny NJ 07032
2. Contractor's Telephone Number: 201-628-2845  
and e-mail address: rverdiramo@nmsnj.com
3. Contractor's License (attach copy): See attached  
Primary Classification: Certified Underground and Utility Excavation Contractor  
Broward County License Number (attach copy): N/A
4. Number of years as a Contractor in construction work of the type involved in this Contract: 28 years
5. List the names and titles of all officers of Contractor's firm:  
William Castle, President  
Richard Verdiramo, Vice President  
John Castle, Secretary  
Steven Sanzari, Treasurer
6. Name of person who inspected site or proposed work for your firm:  
Name: no inspection performed  
Date of Inspection: \_\_\_\_\_
7. What is the last project of this nature you have completed?  
Veolia NJ Service Line Material in place survey - Kearny NJ

8. Have you ever failed to complete work awarded to you; if so, where and why?

No

9. Name three individuals or corporations for which you have performed work and to which you refer:

Core & Main

Ferguson Industries

Neptune TG

10. List the following information concerning all contracts on hand as of the date of submission of this proposal (in case of co-venture, list the information for all coventures).

Name of Project	City	Total Contract Value	Contracted Date of Completion	% Completion to Date
-----------------	------	----------------------	-------------------------------	----------------------

Please see attached

(Continue list on inset sheet, if necessary)

11. What equipment do you own that is available for the work?

Please see attached

12. What equipment will you purchase for the proposed work?

Tablets, basic hand tools, cameras, service vehicles - vans and pick up trucks

13. List at least three (3) similar projects completed within the last seven (7) years by the bidder and the proposed project manager. For purposes of this requirement, 'similar' projects shall be considered to include service line

identification using hand-digging and ground penetrating radar. Current projects related to Lead and Copper Rule piping material identification requirements is preferred but not required. 'Similar' projects shall have been performed on public owned water service lines of various material types. Experience with data/inventory management is preferred. Include owner, project value, completion date, reference contact information and brief project description. The determination of whether a project is sufficiently similar shall be at the sole discretion of the City and the Engineer.

See attached

(Add sheets as requested.)

14. Name the Project Manager proposed for this project. Attach a copy of the project manager's resume.

Kelly Dever - attached

NOTE: If requested by CITY, the Bidder shall furnish a notarized financial statement, references and other information, sufficiently comprehensive to permit an appraisal of its current financial condition.

++ END OF SECTION

**FORM 16**

**PROPOSAL**

TO THE MAYOR AND COMMISSIONERS  
CITY OF HOLLYWOOD, FLORIDA

SUBMITTED 10/27/23

Dear Mayor and Commissioners:

The undersigned, as BIDDER, hereby declares that the only person or persons interested in the Proposal as principal or principals is or are named herein and that no other person than herein mentioned has any interest in this Proposal or in the Contract to be entered into; that this Proposal is made without connection with any other person, company or parties making a Bid or Proposal; and that it is in all respects fair and in good faith without collusion or fraud.

The BIDDER further declares that he or she has examined the site of the Work and informed himself fully in regard to all conditions pertaining to the place where the Work is to be done; that he or she has examined the Drawings and Specifications for the Work and contractual documents relative thereto, including the Notice to Bidders, Instructions to Bidders, Proposal Bid Form, Form of Bid Bond, Form of Contract and Form of Performance Bond, General, Supplementary and Technical Specifications, Addenda, and Drawings, and has read all of the Provisions furnished prior to the opening of bids; and that he or she has satisfied themselves relative to the work to be performed.

The undersigned BIDDER has not divulged to, discussed or compared his bid with other bidders and has not colluded with any other BIDDER or parties to this bid whatever.

If this Proposal is accepted, the undersigned BIDDER proposes and agrees to enter into and execute the Contract with the City of Hollywood, Florida, in the form of Contract specified; of which this Proposal, Instructions to Bidders, General Specifications, Supplementary Conditions and Drawings shall be made a part for the performance of Work described therein; to furnish the necessary bond equal to one hundred (100) percent of the total Contract base bid, the said bond being in the form of a Cash Bond or Surety Bond prepared on the applicable approved bond form furnished by the CITY; to furnish all necessary materials, equipment, machinery, tools, apparatus, transportation, supervision, labor and all means necessary to construct and complete the work specified in the Proposal and Contract and called for in the Drawings and in the manner specified; to commence Work on the effective date established in the "Notice to Proceed" from the ENGINEER; and to substantially complete 1200 service line locations in 12 months, and all service line locations in 365 days, or pay liquidated damages for each calendar day in excess thereof.

The BIDDER acknowledges receipt of the following addenda:

No. <u>1</u>	Dated <u>10/30/2023</u>
No. <u>2</u>	Dated <u>11/6/2023</u>
No. <u>          </u>	Dated <u>          </u>

And the undersigned agrees that in case of failure on his part to execute the said Contract and

the Bond within ten (10) days after being presented with the prescribed Contract forms, the check or Bid Bond accompanying his bid, and the money payable thereon, shall be paid into the funds of the City of Hollywood, Florida, otherwise, the check or Bid Bond accompanying this Proposal shall be returned to the undersigned.

Attached hereto is a certified check on the

\_\_\_\_\_ Bank of \_\_\_\_\_

or approved Bid Bond for the sum of

\_\_\_\_\_ Dollars (\$ ) according to the conditions under the Instructions to Bidders and provisions therein.

NOTE: If a Bidder is a corporation, the legal name of the corporation shall be set forth below, together with signature(s) of the officer or officers authorized to sign Contracts on behalf of the corporation and corporate seal; if Bidder is a partnership, the true name of the firm shall be set forth below with the signature(s) of the partner or partners authorized to sign Contracts in behalf of the partnership; and if the Bidder is an individual, his signature shall be placed below; if a partnership, the names of the general partners.

WHEN THE BIDDER IS AN INDIVIDUAL:

\_\_\_\_\_ (Signature of Individual)

\_\_\_\_\_ (Printed Name of Individual)

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

\*\*\*\*\*  
WHEN THE BIDDER IS A SOLE PROPRIETORSHIP OR OPERATES UNDER A TRADE NAME:

\_\_\_\_\_ (Name of Firm)

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

\_\_\_\_\_ (SEAL)  
(Signature of Individual)

\*\*\*\*\*  
WHEN THE BIDDER IS A PARTNERSHIP:

(Name of Firm) A Partnership

(Address)

By: \_\_\_\_\_  
(SEAL)  
(Partner)

Name and Address of all Partners:

\_\_\_\_\_  
\_\_\_\_\_

\*\*\*\*\*

WHEN THE BIDDER IS A JOINT VENTURE:

(Correct Name of Corporation)

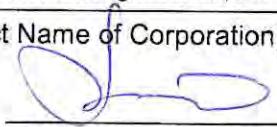
By: \_\_\_\_\_ (SEAL)  
(Address)

\_\_\_\_\_  
(Official Title)

As Joint Venture  
(Corporate Seal)

Organized under the laws of the State of \_\_\_\_\_, and authorized by the  
law to make this bid and perform all Work and furnish materials and equipment required under  
the Contract Documents.

\*\*\*\*\*  
WHEN THE BIDDER IS A CORPORATION:

National Metering Services, Inc.  
(Correct Name of Corporation)  
By: \_\_\_\_\_, VP  
(SEAL)  Richard Verdiramo, VP

Vice President  
(Official Title)

163 Schuyler Avenue, Kearny, NJ 07032

(Address of Corporation)

Organized under the laws of the State of New Jersey, and authorized by the law to make this bid and perform all Work and furnish materials and equipment required under the Contract Documents.

**CERTIFIED COPY OF RESOLUTION OF  
BOARD OF DIRECTORS**

National Metering Services, Inc.

(Name of Corporation)

RESOLVED that Richard Verdiramo

(Person Authorized to Sign)

Vice President of National Metering Services, Inc.  
(Title) (Name of Corporation)

be authorized to sign and submit the Bid or Proposal of this corporation for the following project:

**Lead And Copper Rule Revisions (LCRR) Service Line Material Inventory  
22-5145  
Bid No. IFB-082-23-JJ**

The foregoing is a true and correct copy of the Resolution adopted by

National Metering Services, Inc. at a meeting of its Board of  
(Name of Corporation)

Directors held on the 27 day of October, 2023.

By: John Castle

John Castle

Title: Secretary

(SEAL)

The above Resolution MUST BE COMPLETED if the Bidder is a Corporation.

- END OF SECTION -

Tab 6

Certificate of  
Insurance –  
Evidence of  
Insurance

DATE (MM/DD/YYYY)  
10/30/2023

ACORD™

## CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERNS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER  USI Insurance Services - CL 180 Park Avenue Suite 103 Florham Park, NJ 07932	CONTACT NAME: Katlen M. Yesse PHONE (A/C, No, Ext): 973 965-3100 E-MAIL ADDRESS: katlen.yesse@usi.com	
	INSURER(S) AFFORDING COVERAGE INSURER A : Travelers Property Cas. Co. of America	NAIC # 25674
INSURED  National Metering Services, Inc. 157-163 Schuyler Avenue Kearny, NJ 07032	INSURER B : Phoenix Insurance Company	25623
	INSURER C : Standard Security Life Ins. Co. of NY	69078
	INSURER D : Travelers Indemnity Company of CT	25682
	INSURER E :	
	INSURER F :	

COVERAGES		CERTIFICATE NUMBER:		REVISION NUMBER:			
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.							
INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY  CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X	X	DTC04W563523TIL23	04/14/2023	04/14/2024	EACH OCCURRENCE \$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:  POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:						DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000
D	AUTOMOBILE LIABILITY  ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY Phys Damage <input type="checkbox"/>	X	X	8104W5546802326G  Comp/Coll Ded: PPT & Lt Truck Med Truck	\$1,000 \$2,000	04/14/2023 04/14/2024	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000
	BODILY INJURY (Per person) \$						
	BODILY INJURY (Per accident) \$						
	PROPERTY DAMAGE (Per accident) \$						
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$	X	X	CUP4W56465A2326	04/14/2023	04/14/2024	EACH OCCURRENCE \$5,000,000
	AGGREGATE \$5,000,000						
	\$						
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	UB4W5648702326G	04/14/2023	04/14/2024	X PER STATUTE OTHER E.L. EACH ACCIDENT \$1,000,000	
	E.L. DISEASE - EA EMPLOYEE \$1,000,000						
	E.L. DISEASE - POLICY LIMIT \$1,000,000						
C	NY Disability			R99838000	01/01/2015	Continuous Statutory Limits	
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)							

CERTIFICATE HOLDER

CANCELLATION

EVIDENCE OF COVERAGE

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Tab 7

Proof of State of  
Florida Sunbiz  
Registration



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

## Detail by Entity Name

Foreign Profit Corporation

NATIONAL METERING SERVICES, INC.

### Filing Information

**Document Number** F03000002137  
**FEI/EIN Number** 22-3393696  
**Date Filed** 04/29/2003  
**State** NJ  
**Status** ACTIVE  
**Last Event** REINSTATEMENT  
**Event Date Filed** 01/25/2021

### Principal Address

163 SCHUYLER AVENUE  
KEARNY, NJ 07032

### Mailing Address

163 SCHUYLER AVENUE  
KEARNY, NJ 07032

Changed: 02/21/2023

### Registered Agent Name & Address

CORPORATION SERVICE COMPANY  
1201 HAYS STREET  
TALLAHASSEE, FL 32301

Name Changed: 11/08/2021

Address Changed: 11/08/2021

### Officer/Director Detail

#### **Name & Address**

Title President

CASTLE, WILLIAM  
163 SCHUYLER AVENUE  
KEARNY, NJ 07032

Title Director

Castrovinci, Joseph  
163 SCHUYLER AVENUE  
KEARNY, NJ 07032

**Annual Reports**

<b>Report Year</b>	<b>Filed Date</b>
2021	01/25/2021
2022	01/27/2022
2023	02/21/2023

**Document Images**

<a href="#">02/21/2023 – ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">01/27/2022 – ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">11/08/2021 – Reg. Agent Change</a>	<a href="#">View image in PDF format</a>
<a href="#">01/25/2021 – REINSTATEMENT</a>	<a href="#">View image in PDF format</a>
<a href="#">06/17/2019 – ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">03/26/2018 – ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">03/21/2017 – ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">01/21/2016 – ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">02/24/2015 – ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">01/24/2014 – ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">05/02/2013 – ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">01/31/2012 – ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">02/17/2011 – ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">10/05/2010 – REINSTATEMENT</a>	<a href="#">View image in PDF format</a>
<a href="#">04/03/2009 – ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">01/14/2008 – ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">01/19/2007 – ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">04/10/2006 – ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">03/11/2005 – REINSTATEMENT</a>	<a href="#">View image in PDF format</a>
<a href="#">04/29/2003 – Foreign Profit</a>	<a href="#">View image in PDF format</a>

Tab 8

Response

# National Metering SERVICES, INC.

163 Schuyler Avenue  
P.O. Box 491  
Kearny, New Jersey, 07032  
1-888-448-0009  
[www.nmsnj.com](http://www.nmsnj.com)

## Lead and Copper Rule Revisions FY-2024 (RE-BID)

Prepared for:



2600 Hollywood Blvd.  
Hollywood, FL 33020

### ❖ Statement of Work

- Executive Summary
- Company Overview
- Experience
- Managing the Project
- Installation Procedures
- Worker and Public Safety
- Customer Service
- Data Management
- Meter Testing
- Warranty

Due: 11/6/2023 @ 3:00 pm

## Executive Summary

National Metering Services, Inc. was incorporated in 1995. Our president, William Castle, started his career early in the metering industry, when cutting-edge metering technology was introduced in the 1980s. He gained valuable experience as a meter installation technician for other meter installation companies. William was actively involved with manufacturer's agents trialing and piloting some of the most sophisticated meter systems of the early Automatic Meter Reading Systems (AMR) era, including encoded remote (touch read) and telephone read technology (Hands Off Meter Reading). William has managed several high profile and large turnkey projects before incorporating National Metering Services, Inc. (referenced as NMS), a premier meter installation and service company. National Metering Services, Inc. has emerged in the AMR market as a preferred sub-contract and service company to some of the industry giants. NMS has worked exclusively for Northrop Grumman IT, Northrop Grumman (NGC), Badger Meter Inc., Amco Elster (ABB), Neptune Meter, HD Supply and Sensus Metering Systems as well as a direct contracting source for utility customers.

NMS is a Preferred Installation Contractor for Neptune Technology Group, Veolia (f/k/a Suez NA) and American Water.

## Company Overview and AMI Experience

National Metering Services, Inc., provides meter installation services for both municipal and private utilities throughout the United States. The projects we have provided services for are diverse in requirements and objectives. NMS has provided full turnkey packages, (supplying both product & services), labor only programs, provided customers with technical assistance in system selection and project planning, specification development with owners and engineers. While experienced in all utility meter types, water, gas and electric, our entrance into AMR market was in the water industry, in the Northeastern part of the US in the early 1980s. This area of the country proved to be the ideal training or proving ground for our firm's installation crews and customer service staff. Due to the extreme weather conditions in the winter, 90% of utility meters are located inside the customer's home to shelter the meter(s) from the effects of the cold. Because meters are located inside the homes, lock out conditions soon became realized when attempting to read meters by utilities. The results were, lost revenue due to limited actual reads and estimated bills. Employees of NMS are experienced with dealing directly with customers, scheduling appointments and providing a quality installation service.

National Metering Services, Inc. has partnered with large water utilities to provide services to municipalities as well as to their own water properties. Past and current partners include Suez (f/k/a United Water, Middlesex Water Company (MSEX), Aqua America NY and American Water Company. NMS has also partnered with meter manufacturers and distributors including Badger, Neptune, Sensus, Amco and Core & Main (f/k/a H.D Supply) and Ferguson Water Works (f/k/a Sunstate Meters).

National Metering Services, Inc. maintains a staff of more than 125 service professionals and support staff on several projects throughout the United States. Permanent offices are in Kearny New Jersey and Daytona Florida. NMS also currently maintains five permanent New Jersey field offices in Hackensack, Northvale, East Hanover, Metuchen

and Cinnaminson. Other field offices are located along the east coast and in Florida as servicing current projects require.

Seeing demand for our AMR systems knowledge and meter installation and testing services, National Metering Services, Inc. opened an Office in Krakow, Poland. NMS Europe will supply, install and support Smart Metering Systems for Utilities in Poland and other Eastern European Countries.

For questions or inquiries regarding this response, please address them to:

William Castle, President  
National Metering Services, Inc.  
163 Schuyler Avenue  
Box 491 Kearny NJ 07032  
Phone: 201-246-1115 Fax: 201-246-1831  
Email: [wcastle@nmsnj.com](mailto:wcastle@nmsnj.com)

The following Organizational Chart details proposed staff and description of duties. This chart does not represent the entire staff that would be assigned to the program. As meter quantities are increased and to accommodate project scheduling and material supplies, staffing is adjusted. NMS maintains a ratio of one (1) Lead Technician with one (1) Group Leader for every five (5) Installation Technicians.

## Proposed Organizational Chart



**Project Coordinator** – The Project Coordinator works with the Office and Warehouse Managers to insure that tasks are assigned to office staff, monitors customer service unit's interaction with customers, verifying work order information as entered by data processing unit, supervising work order preparation & customer notices, scheduling of mailings, tracking progress of project by area or route, scheduling follow-up mailings, time record keeping, payroll certification, invoice preparation, execution of required AIA forms. All Project Coordinators report directly to Executive Management regarding the status of a program, inventory, customer service, field reports etc.

**Project Supervisor** – The Project Supervisor monitors the activity of the field personnel and interacts with the Utility staff to schedule deliveries of new meter and radio transmitter from the Utility as well as the return of old meter and materials back to the Utility. The Project Supervisor monitors inventory and is available to respond to field emergencies when needed. The Project Supervisor conducts field surveys of commercial and industrial meters and all OSHA vaults. The Project Supervisor assists the Lead Technician and augments in the field when necessary. The Project Supervisor reports directly to the Project Coordinator.

**Lead Technician** – The Lead Technician is responsible for all interaction with the utility, ordering, cataloging and distribution of inventory materials, assigning and recovering work to & from installers daily. Progress meetings, customer concerns or callbacks, distribution of appointments and schedules, forwarding completed work orders to the data processing center, logging accounts that could not be installed (locked gates and dogs), keeping daily time records of installers hours. The Lead Technician reports directly to the Project Supervisor with daily reports and a weekly summary of installations, and project progress.

**Group Leader** – The Group Leader, is responsible for collection of old meters for testing, verifying exit readings of old meters, re-supply of equipment to installers in the field, provide assistance on difficult installations, survey large meter accounts, freeze service lines when shut down is not possible using existing valves, verify conditions when a unit cannot be installed as reported, locate and operate curb valves for shut down, cover appointments pending if an installer is delayed or has other issues.

**Meter Installation Technician** – Our Installation Technicians have several years of experience, installing gas meters. NMS has a very low employee turnover rate. Many of our Installers have been with the company over 5 years. The responsibilities of our Meter Installation Technicians are: providing meter installation service by appointment and by solicitation, logging pertinent data on installation order, final reading of meter and serial number confirmation, tagging removed meter with an address verification tag, testing of meter installation with manufacturers test equipment, checking for leaks after installation is complete, verifying service has been restored, updating account records if an account is missing or indicating why the unit cannot be installed as per request.

**Data Entry Clerk/Customer Service Representative** – Preparing customer notices & work orders from electronic data provided by the Utility, processing completed work orders, processing incomplete work orders by identifying the problem or violation and entering the data into the new customer database, processing meter certification test

results and entering results into a comprehensive report, entering test results into the customer database.

Customer service is responsible for scheduling appointments for customers, verifying appointments the day before the scheduled appointment by calling the customer, scheduling appointments through our internet service (E-Appointments), processing daily routes for installers by appointment, processing meter certification data, preparing customized project reports for the Utility relating to project status, un-metered accounts, remaining accounts, violations, theft of service, leaks etc.

**William Castle**  
156 West Newell Ave  
Rutherford, New Jersey 07070

### PROFESSIONAL HIGHLIGHTS

Jun 1997-	National Metering Services, Inc.	Kearny, NJ
Current	<b>Principal/President</b> <ul style="list-style-type: none"><li>• Responsible for Operations</li><li>• Make presentations before City councils.</li><li>• Responsible for Bid Responses.</li><li>• Manage Larger projects.</li></ul>	
Jul 1989-	Automated Metering Services, Inc.	Ramsey, NJ
Jun 1997	<b>Vice President/General Manager</b> <ul style="list-style-type: none"><li>• Project manager for Newark, NJ meter installation project 93-96.</li><li>• Responsible for bidding projects and job preparation.</li><li>• Liaison between City and company management</li><li>• Attended monthly project meetings with City personnel</li></ul>	
May 1986-	Castle Installation Co.	Jersey CITY, NJ
Jun 1989	<b>Repair Technician/Manager</b> <ul style="list-style-type: none"><li>• Small meter installation manager.</li><li>• Assigned workloads to meter crews.</li><li>• Responsible for HOMER system for Hackensack Water Co. (Now United Water Resources)</li><li>• Managed crews for installation of over 100,000 meters in the HOMER project.</li></ul>	

### PROJECTS MANAGED

*(Partial List)*

<b>Newark, NJ</b>	<b>Alpha, NJ</b>
<b>East Orange, NJ</b>	<b>Elizabeth, NJ</b>
<b>Jersey City, NJ</b>	<b>Lyndhurst, NJ</b>
<b>Harrington Park, NJ</b>	<b>City of Vineland, NJ</b>
<b>West Caldwell, NJ</b>	<b>Verona, NJ</b>
<b>Duncansville, PA</b>	<b>Kissimmee, FL</b>
<b>Celebration, FL</b>	

### METER & INSTALLATION QUALIFICATIONS

- Managed the installation of over 250,000 residential water meters.
- Managed the installation of over 5,000 commercial water meters.
- Familiar with all aspects of plumbing.
- Specialist – Residential Meters
- Licensed Contractor for South Carolina
- Certified by Itron and MARS Water

**Peter H. Martin, P.E.**

301 Horton Grove Rd.,  
Fort Mill, SC 29715

**SUMMARY:** Twenty-five years experience managing water, sewer, and gas construction.  
Two years in water utility distribution system management.  
Seven years plant maintenance experience.

**PROFESSIONAL EXPERIENCE:**

**2009 - Present National Metering Services, Inc., Kearny, NJ**

Project Manager Crisfield MD Water Meter Upgrade and Large Diameter Meter Vault Installation Program. Managed and supervised crews installing residential water meters and commercials meters. Supervised and installed 14 large diameter meter vaults along the City/County line where interconnects were unmetered.  
Prior to Crisfield MD project – Project Manager for Asheville NC meter upgrade. 25,000 units were installed and read with Hersey water meters and RF “HotRod” AMR.

**2005-2009 REYNOLDS INLINER, LLC (f/k/a American Water Services), Ft.**

Lauderdale, FL. Business Unit Director. Started as Engineering Project Manager over capital improvement projects of water/sewer for Military Services Group, then became Business Unit Director for Southeast Region managing sewer rehabilitation business. Responsible for engineering, estimating and regional management of cured-in-place sewer lining operation for AL, GA, and TN. Transferred in 2008 to manage the South Florida region.

**1999-2004 THE HALLEN CONSTRUCTION CO., INC., Island Park, NY**

Asst. VP of Engineering and Project Manager – Special Projects.  
Responsible for engineering, estimating, and project management for a contractor performing gas distribution system maintenance and gas pipeline installation. Projects include: installation of 18,000lf of 26" steel gas main in Long Island, NY; 10-million-dollar natural gas metering and regulating station for a gas transmission pipeline connecting to Con Edison in the Bronx, NY.

**1995-1999 MIDDLESEX WATER CO., Iselin, NJ**

Employed as Director of Distribution/Maintenance for an investor owned public water utility. Responsible for the supervision of the maintenance of the water distribution system serving over 57,000 customers with 600 miles of water mains. Staff included 28 people in distribution maintenance, 5 in transportation maintenance and 3 office personnel.

**1975-1980 TEXACO, INC., Westville, NJ**

Plant Support Engineer for the Petrochemical Department. Responsible for design and cost estimating for non-routine maintenance and process unit shutdown projects.

**EDUCATION AND LICENSES:**

Lehigh University, 1975, B.S. Civil Engineering, Licensed Professional Engineer in New Jersey-active and Alabama-inactive.  
Certified Underground Utility and Excavation Contractor FL –  
License Number CUC1224998

**Thomas Mitchell**24 Malibu Drive  
Eaton City, N.J 07724PROFESSIONAL HIGHLIGHTS

Jul 2005	National Metering Services, Inc.	Kearny, NJ
Current	<b>Southern District Project Manager</b>	
	<ul style="list-style-type: none"> <li>• Project Manager for the first full scale Sensus fixed network.</li> <li>• Lead tech Large meters in Corpus Christi TX.</li> <li>• Managed several large installation contracts in Florida.</li> <li>• Attended monthly project meetings with city personnel</li> </ul>	
Mar 1986-	TJM Builders.	Lincroft, NJ
Jul 2005	<b>Owner</b>	
	<ul style="list-style-type: none"> <li>• New construction builder.</li> <li>• Assigned workloads to sub contractors.</li> <li>• Installed pre-fabricated houses.</li> <li>• Managed a total of eight full time employees.</li> </ul>	
Sep 1980-	Jersey Central Power & Light.	Oyster Creek
Mar 1986	<b>Lead Technician</b>	
	<ul style="list-style-type: none"> <li>• Responsible for creating dept. of five employees'.</li> <li>• Advisor to the NRC three Mile Island.</li> <li>• Calibration of Radiation detection equipment.</li> <li>• Attended monthly planning meetings with upper management</li> </ul>	
Feb 1978-	I.B.M	Fishkill, N.Y
Jun 1980	<b>Electro-mechanical</b>	
	<ul style="list-style-type: none"> <li>• Repaired Electronics, Hydraulics &amp; Pneumatics.</li> <li>• Repaired Control Systems.</li> <li>• Attended school.</li> </ul>	

EDUCATION

1974 -1978	Christian Brothers Academy High School	Lincroft, N.J
Sep 1976-	Devry Technical School.	Woodbridge, N.J
Jun 1978	<b>Electronics</b>	
	<ul style="list-style-type: none"> <li>• Electronics Degree</li> </ul>	

STEPHEN A. SANZARI

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Fort Lee NJ 07024  
(201) 592-0752  
Sanz1353@aol.com  
Cell # 201-755-4382

**OBJECTIVE:** My objective is to secure a position with a growing company with involvement in the utility field.

## FIELDS OF EXPERTISE

- Water Meter Installation, Repair and Replacement
- Meter Reading
- Customer Service
- Remote and Radio Frequency Reading Systems
- Leak Detection

## EXPERIENCE

- Ongoing-Project Manager for large meter replacements for United Water New York. Replacing 3" thru 8" water meters. 60 meters each year.
- Ongoing- Project Manager for water meter upgrade project for United Water New Rochelle. Installing 5000 R900 endpoints
- Ongoing- Replacing 7000 small water meters for United Water New York.
- 2014 – Present. Project Coordinator for Greenburg NY meter replacement project. 10,000-meter replacements 5/8 thru 10" installing the Neptune R450 Fixed Network System along with Collectors.
- 2013-2014 Project Manager for United Water Bayonne. Replacing 12,000 meters and installing the Aclara Fixed Network meter reading system.

2012 – Present Vice President of National Metering Services Inc.

2008-2010 Manager – Meter department of United Water New Jersey.

2004- 2007 Supervisor – HOMER; United Water New Jersey, Hackensack, NJ Responsible for replacement of failing HOMER meter reading system with Neptune R900 RF system Installed 126,287 RF's; Replaced 99,714 water meters. 5/8 thru 8" Managed replacement of aged meters 3" and larger for Hoboken Water Services.

1993-2004 Project Manager United Metering

New York City DEP, NY  
Repair and Replace contract for over 10,000 meters 3/4" to 10" in the five boroughs of New York including meter testing and data logging.

Briarcliff Manor, NY  
Replacement of 2,700 meters with Neptune RF system.

Albany, NY  
Replacement of 26,000 meter with Badger Trace System.

Wilmington, Delaware

Started 5-year project to replace 27,000 meter and upgrade to AMCO/ITRON RF reading system.

Philadelphia, PA

90K meter replacements with Sensus/ITRON Radio Read system.

United Water Rahway

Replacement of 7,000 5/8"-10" meters with upgrades to reading Neptune Pro-read remote system

New York City, NY

Responsible for 175,000 new meter installations and replacements in Brooklyn, Queens and Staten Island. I managed four installation teams totaling 30 technicians and four supervisors including an office staff of four.

Pottstown, PA

Responsible for 9,000-meter replacements including fire meters. I supervised 10 installers and 1 foreman while working closely with the local utility to maintain maximum performance.

Ridgewood, NJ – 1997-1998

Project Manager for 20,000-meter replacements. Included the installation of an automatic meter reading system. Responsible for 12 installers and 1 foreman and 2 office clerks. Worked closely with local utility and governing officials to achieve maximum completion.

Deptford, NJ – 1998-1999

Project Manager for 7,000-meter replacements including meter relocations from outside pit to inside the building. Work included the installation of an automatic reading system as well as radio read (RF). Responsible for 10 installers and 1 foreman. Worked closely with the local utility to achieve maximum completion.

Garfield, NJ – 1999-2000

Project Manager for 6,000-meter replacements including 5/8" to 4" meters. Responsible for 10 installers and 1 foreman. Worked closely with local utility and city engineer to achieve maximum completion.

Wall Township, NJ – 1999-2000

Project Manager for the meter reading of 9,000 accounts for United Water New Jersey. Meters were read each quarter with Schlumberger Hand Held Units and then uploaded to customer service for billing. Responsible for 4-meter readers.

United Water Toms River, NJ – 1998-2002

Project Manager for the annual replacement of 4,000 meters ranging from 5/8" to 2". Replaced Rockwell meters with Neptune ProRead.

United Water Jersey City, NJ – 2000-2004

Project Manager for meter replacement of over 24,000 5/8"-10" meters and remotes. Worked closely with JCMUA and UWJC.

PROFESSIONAL AFFILIATIONS:

South Jersey Water Superintendents Association

REGISTRATIONS AND CERTIFICATIONS:

Management Skills for First Line Supervisors, NJ 1989  
Confined Space Training, OSHA29 CFR1910.146 NJ 1995  
How to Take Accurate Physical Inventory, NJ 1994  
Front Line Leadership Program 2009

EDUCATION:

Saint Peters College, Englewood Cliffs, NJ; 1971-1973  
Bergen Community College 1991

## Kelly B. Dever

4640 N.E. 105TH Place  
Anthony, FL 32617  
407-461-1527 cell phone  
386-937-2571 work phone  
kdever@nmsnj.com

### QUALIFICATIONS:

Numerous years of experience within a management and production field. Knowledgeable with ISO as well as GMA. Skilled in quality control. Possesses the ability to learn and adapt easily. Strong long-term employment history.

### EDUCATION:

1992 -- High School Diploma  
Bobcat Boot Camp  
Forklift Certified  
Fred Pryor Management Training

### EMPLOYMENT:

2006-Present - National Metering Services Inc.  
**Project Manager/Field Foreman**  
Nationwide deployment

Commercial and residential water meter replacement. Responsible for hiring, training, and termination of all new meter installers working under my supervision. Skilled in all levels of plumbing repairs and on-site fabrications of new parts. Work hand in hand with city and water department officials. Projects completed: Florida- Apopka, DeLand, and Crescent City. Alabama- Fairhope and Talladega. Texas- Corpus Christi and Lufkin.

2005-2006 - Honeywell Meter Services/Manpower  
FL-Statewide

Contracted to work through Progress Energy, Florida. Performance based position retrofitting electric usage meter with new digital, remotely read meters. Selected for special training on Poly-phase industrial meter change outs. Hand-picked to complete a special project with Florida Power in Ft. Lauderdale. Required to change out defective meters and inspect electric systems for possible tampering. When that project was completed, I moved back to Progress Energy to complete their project. I replaced 20,000 meters in one year. Completion date of July 11, 2006.

2000-2005 - Asheville Waste Paper  
**Plant Manager**  
Asheville, NC

Responsible for entire operation of facility. Supervision of truck drivers, equipment operators, and manual workers. Duties included but not limited to: daily operations, operating and maintaining three different balers, loading and unloading of trucks and railcars, and repairing conveyors belts, balers, and equipment.

1994-2000 -      **Southeast Paper Manufacturing Co.**  
**Lead Operator, Production Supervisor**  
Gainesville, FL

My official title with Southeast was Lead Operator. There were several different subtitles within that position. I started with the company as an Equipment Operator.

Responsibilities: pre/post maintenance on machines, loading and unloading of trucks, loading conveyors with various materials for sorting crews. I was promoted to Lead Operator/ Production Supervisor in less than a year. Responsibilities: opening and closing plant daily, supervising on average seventeen employees, - operating, maintaining and repairing all equipment on premises, - daily processing and shipping of different commodities, - hiring, terminating, and training of all new employees. With the promotion to Lead Operator, I was also expected to serve as the Safety Manager. I was responsible for conducting safety meetings and inspections per company regulations. I was also responsible for conducting daily safety audits to prepare for OSHA inspections. Trained in various OSHA regulations, Blood-Borne Pathogens, CPR, and First Aid. As the company expanded with a roll-off and front loader route, I obtained my CDL license to also serve as the Truck Driver. Responsibilities: scheduling and organizing routes, customer service and servicing all routes, and pre/post maintenance on trucks. My time spent as Lead Operator gave me excellent problem solving and decision-making skills. Due to my daily handling of repairs on balers, loaders, forklifts, and conveyors, I have an excellent working knowledge and experience with mechanical and hydraulic systems.

1993-1994 -      **Browning Ferris Industries**  
**Dispatcher**  
Gainesville, FL

Started with company in an entry level position. Quickly promoted to the dispatching position. Responsible for dispatching over sixty trucks and over one hundred employees on those trucks.

**References available upon request.**

## Managing the Contract

National Metering Services, Inc. has an unblemished record for conducting business in a timely, efficient and courteous manner. All personnel are proficient, motivated, well trained and highly experienced in their field, whether administrative or technical.

This project will always be staffed with a qualified manager of National Metering Services to supervise this project. The manager will always be available via cellular telephone for emergencies as a result related to meter installation services.

To complete this project in the time allotted, attention will be paid to the timing and distribution of notifications.

NMS recommends that all notices produced by the Utility announcing the project should include National Metering Services, Inc.'s website - [www.nmsnj.com](http://www.nmsnj.com). National Metering Services, Inc. provides our website on all customer correspondences, so customers can gain access to additional information about the project in their community and get product data or general information. A webpage dedicated to this project is created and provides customers with project information, samples of uniforms and a statement of work to be performed.

Customer service hours are Monday through Friday 8:00 am to 5:00 pm. Installation hours are Monday through Friday 8:00 am to 5:00 pm.

National Metering Services, Inc. will do the following immediately upon receipt of the Notice to Proceed:

- ✓ Acquire adequate office and storage space to meet contract requirements
- ✓ Install local telephone service and fax machine
- ✓ Install computer system
- ✓ Meet with the Human Resource Manager about local resource pool
- ✓ Conduct background investigation if any candidates are selected for support services
- ✓ Prepare customer notifications

During our regular office hours, 8:00 a.m. to 5:00 p.m., office personnel will handle all customer telephone calls. If for some reason, customer service cannot handle a customer's request, the office manager will personally speak with the customer and resolve the situation. After regular office hours an emergency telephone number is provided through our answering service.

## AMR RF Unit Installation Procedure

NMS will mail post cards to the Utility water customers, announcing the project and detailing the work to be done. The following steps are required to successfully replace a water meter or connect to AMR:

1. Installation technician arrives for meter replacement by appointment or through canvassing
2. Technician examines existing conditions of meter setting and takes pre-installation digital photo - Before
3. Technician shuts main valve - and takes a photo of the meter Reading and jumps the meter with grounding cables
4. Technician replaces existing meter with a new meter and radio unit and restores water to the property and checks for leaks. Once the installation is cleared for leaks the Technician takes an After-installation photo
5. Technician identifies location where to drill hole and run wire. Holes are drilled on an upward angle and caulked when work is complete.
6. Technician routes wire through the hole and secures wire to joists, following pipes or existing wire runs and wires register terminals following the manufacturers color code.
7. Technician programs MIU or meter register with Manufacturers authorized equipment.
8. Technician cleans work area removing all installation related debris and takes the post installation digital photo of the Mounted radio unit or in the case of an integral RF unit a photo of the exterior of the home. Photo sequence **B.R.A.M.**
9. Technician completes meter change work order indicating the following: customer account number, read sequence, install date, meter size & type, new meter serial number, new MIU serial number, reading on old meter.
10. Technician tags the old meter with address, out read, date and Tech ID number.

Account No. _____	_____
Name _____	_____
Address _____	_____
Read Sequence _____	Read Type _____
Out Date _____	_____
Customer Loc. _____	Sub Locality _____
Meter Size _____	M.I.U. # _____
Signature _____	_____
Install Date _____	Estimated End _____

**Meter Change Order**

Major Cities Gas Company - National Utility Services, Inc.

\*Note – drilling and running wire is not required for all AMR/AMI metering systems. Some meter manufacturers provide for remote mounting of the radio equipment while others have the product contained in their meter register.

The following steps are required to successfully replace a water meter to AMR in a meter box application:

1. Installation technician arrives for meter replacement
2. Technician examines existing conditions of meter setting and takes pre-installation digital photo
3. Technician clears debris (sand, dirt) from meter box and/or de-waters meter pit as required
4. Technician shuts main valve
5. Technician replaces existing meter with a new meter and radio unit.
6. Technician restores water and checks for leak and verifies that there is a watertight seal at the meter fittings.
7. Technician mounts pit receptacle to meter pit lid
8. Technician programs MIU with Manufacturers authorized equipment (supplied by NMS) and enters the data into the electronic format and paper work order
9. Technician cleans work area and takes the post installation digital photo
10. Technician completes meter change work order indicating the following: customer account number, read sequence, install date, meter size & type, new meter serial number, new MIU serial number, reading on old meter. Technician purges the water lines from the outside hose spigot (if available).
11. Technician informs the customer of the successful installation. In the event the customer was not home during the installation a Flush the Water line notice will be left at the property.

Account No. _____	
Name _____	
Address _____	
Old Meter No. _____	New Meter No. _____
Old Read _____	Remote # _____
Remote Loc. _____	Set Reading _____
Meter Size _____	MIU # _____
Remarks _____	_____
Install Date: _____	Installer I.D. _____

**Meter Change Order**  
1-86-445-1000  
Meter Change Card Courtesy of National Metering Services, Inc.

## Pre-approved Schedule

The Utility will be provided with a schedule of work from NMS which will contain proposed site locations and timetables prior to the commencement of any work. To reduce the possibility of interfering with meter reading schedules, the schedule will be updated monthly and submitted to the Utility for discussion and approval. The schedule will be in a sequence approved by the Utility.

## Installation

Scheduling will be done to minimize interference with ongoing meter reading and billing schedules.

NMS will assist the Utility in developing a written notice to residents to be mailed in advance of the work commencing and explaining the purpose of the contact. NMS will create a webpage detailing the Meter Modernization Project. NMS will reciprocate web links with the Utility. All printed material provided by NMS to customers will be pre-approved by the Utility and will provide our web address and toll-free numbers.

Customers may obtain additional program information by calling us or visiting the web. Below is an example of the mailer. The following three pages are examples of additional project advertisement material and appointment scheduling tools offered in our proposal.

### National Metering Services, Inc.

#### Contractors for the Utility

Please be advised that to improve the quality and reliability of service to our customers, the Utility Water has contracted National Metering Services, Inc. to install new water meters. The new meters are being installed at no cost to you. The water meter is located inside of your home and access to your home is required. All meters will be upgraded or replaced without exception. Technicians from National Metering Services will be installing meters in your area during the next three weeks. All installers are always required to have I.D. displayed and to be in uniform. Installers from National Metering Services, Inc. will be soliciting door to door replacing or upgrading meters. If you are not home when the installer arrives, you will be left a notice to call toll free and schedule an appointment. Upon receipt of this notice you may call to schedule an appointment or schedule an appointment thorough the NMS web site.

Thank you for your cooperation.

For more project information visit [www.nmsnj.com](http://www.nmsnj.com) or call 1-888-448-0009 to schedule an appointment.

**Thank you for your cooperation.**

## **Installation**

All installation work will be carried out in a first class and professional manner. All holes to the outside remote RF unit will be sealed with clear silicone caulking to prevent water or insect intrusion into the home. All wiring will be run parallel on headers and joists, fastened with the appropriate wire holding staples, wire ties or electrical tape. Holes drilled for wiring will be from the outside in slightly on an upward angle. Meters replaced will have the old gaskets removed and new ones installed. The meter register and RF unit will be wired following the manufacturers color codes or wiring guide. The RF unit will be activated using the manufacturer's tool for programming, installation or alerting. Meter replacement data will be electronically captured during the installation process and uploaded "Live" to the NMS database with all installation photos and data with our **Field Service Installation Tool**. The **NMS Customer Portal** provides the Water Utility with "Live" updates from the field as meters are installed. All meter installation data can be reviewed. The installation data is not available for download into the Water Utility's network until the data is confirmed by NMS Customer Service.

Water Utility Staff can also monitor the progress of the project via our portal and track the following: Appointments scheduled, Appointment dates, Customer Refusals, Bad Plumbing, Customer Mailing (notices) dates, meter testing, and if applicable **Live Reads** coming in from the DCU and linked to the appropriate account. The **NMS Customer Portal** is a secure web based and runs independent of the meter reading and billing software the Water Utility utilizes. NMS IT provides access credentials to Water Utility Staff working on the program and authorized by Water Utility Management. Samples of the **Customer Portal**, and **Field Service Installation Tool** can be found in the Data integration and IT section of our proposal.

All meters replaced will be tagged with the account information, date and badge number of the installer. If requested and the Utility opts to avail itself of Certified Meter Testing, the old meter will be sent to NMS' Certified Meter Testing Facility located in Kearny NJ for exit testing. The exit test data will provide critical meter performance data for the old meter vs the new meter. This data will be appended to the customer account where the meter was removed from service. This data will assist in calculating water losses through under registration of the meter, assist in the Return on Investment calculation or the data can be used to identify water losses within the system.

NMS is a Preferred Installation Contractor for United Water/Suez, American Water, Middlesex Water and Tide Water Utilities. NMS also provides meter exit testing services to these private utilities as part of their water accounting compliance requirements to the Board of Public Utilities or the New York State Department of Public Service. National Metering Services, Inc. also has reciprocal tank and bench certifications from other states. We included this as an optional service in our proposal to the Utility.

National Metering Services, Inc., provides a navigation friendly web page, for the Utility customers to access.

National Metering Services, Inc. also utilizes our website as a customer service tool. We strive to make the meter exchange or upgrade a cooperative and an accomadating experience for the customer.

Sample: E- Appointment Request Form @ [www.nmsnj.com](http://www.nmsnj.com)

**National Metering SERVICES, INC.**

**E-Appointment Request**

Note: Filling out this form is not a confirmation for an appointment. We will contact you via e-mail or telephone with confirmation.

\*Name:

\*Street:

\*Town:

\*State:

\*Zip Code:

\*Daytime Phone Number:  
Please include Area Code.

Email Address:

Please give us 3 dates when it would be best to be of service to you:

\* Required Fields  
Request date  
(Example: 01/02/01)

*Date One <input type="text"/>	*Date Two <input type="text"/>	*Date Three <input type="text"/>
--------------------------------	--------------------------------	----------------------------------

\*Best Time: AM 9:00 AM - 1:00 PM  
PM 12:00 PM - 4:30 PM

Please allow minimum 2 hour window for all appointment requests.

Remarks/Notes:

## Customer Service Unit

National Metering Services, Inc. provides a full time, fully staffed, customer service unit. We maintain sufficient phone lines to handle large volumes of calls during peak periods. The phone system that is employed utilizes a hunt or "rolling" system where customer calls are routed to the next open or available phone line. This prevents customers from receiving a busy signal or message to please call later. All efforts are made to keep wait or holding times to less than one minute. Should a customer be placed on hold for any reason our automatic customer service messaging system advises customers of services available, internet appointment scheduling, and information required to assist us in scheduling their appointment.



Appointments are scheduled to be within a two hour window and special appointment times are provided to customers requesting a specific or exact time. Special needs appointments will be treated on a case by case basis.

Customers who schedule appointments are called 24 hours prior to the scheduled appointment for confirmation and as a courtesy reminder.



Customer Service staff are in direct radio or cell phone contact with Field Services and can direct technicians to customers requiring immediate attention or for any urgent call.

Photos of final reads are immediately accessible to Customer Service after upload, via our internet based digital photo recovery system. This tool serves

as an important means of verifying an exit reading prior to a meter retrofit or replacement.

All customers will be direct mailed notices of the meter upgrade. Approximate dates crews will be working in their respective neighborhoods will be provided with additional project information, contact information and our internet address with instructions on obtaining additional information about the upgrade program, NMS, and the equipment being used.

## Data Preparation, Data Entry and Information Technology (IT)

With the customer account information provided by the Utility, National Metering Services, Inc. will create a new customer database, and generate workorders. Customer data is cleansed and processed into our custom SQL Based Data Management Program – Basic Accounting Billing utility (BABU). Once integrated into BABU, NMS IT staff create workorders, mailing list, customer notices and the meter installation database. NMS also utilizes the power of the BABU System to track inventory by size, type, application, new meter test data and stock quantities. This data is sent to us by the meter manufacturer once meters are shipped from the factory.

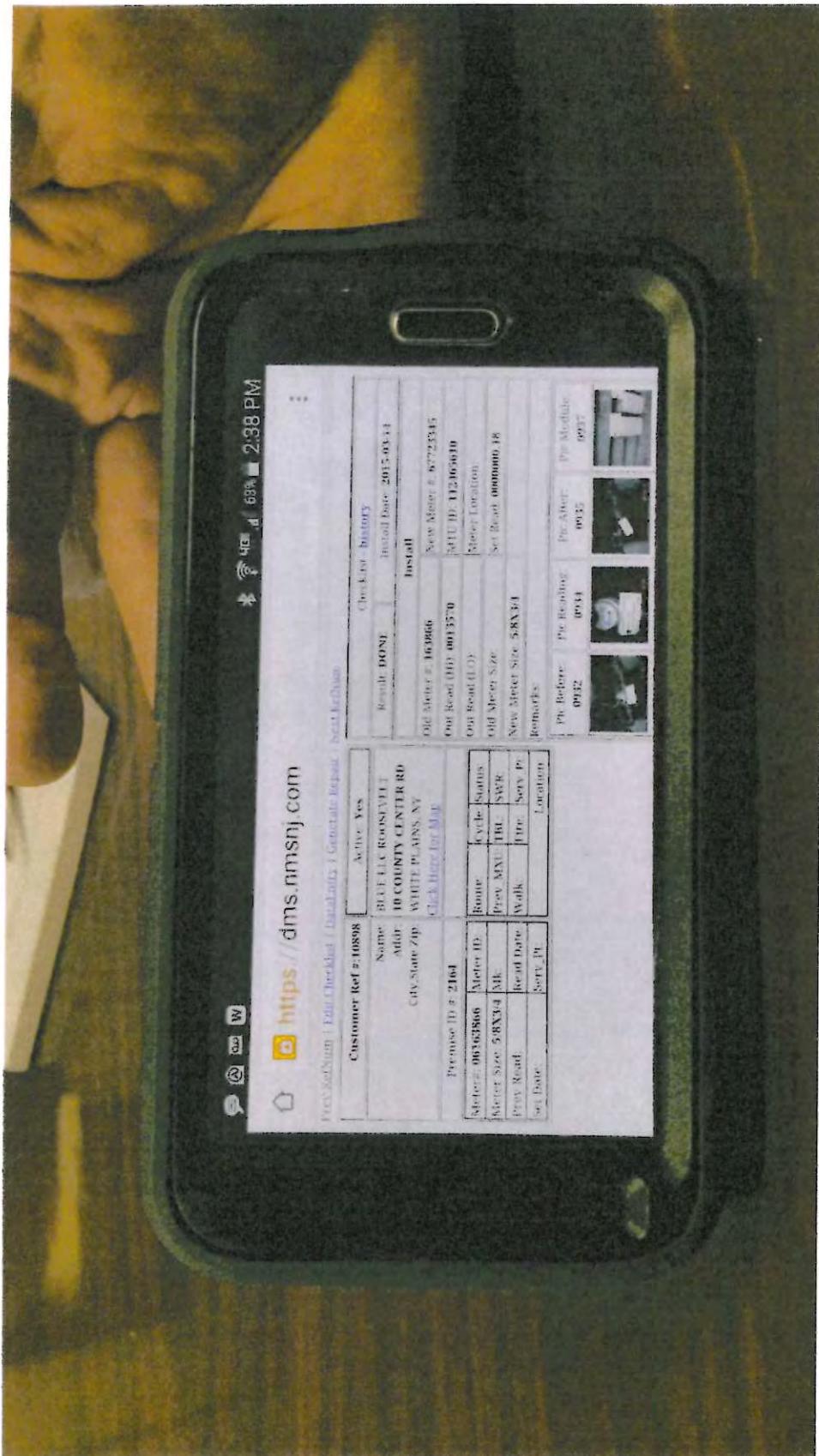


NMS creates a format where the information is printed in both analog characters and in barcode on the work order. The barcode customer information speeds data entry and processing while reducing critical errors in the new and old data being uploaded into the Utility's customer database. All new meter information is scanned into the database for the appropriate account. Data is posted "live" as entered into the Customer Portal. Once in the Customer Portal it can be reviewed individually as needed by Town Staff or downloaded in batches into Utility's billing program software.

\*Note your billing company may charge to interface with the Customer Portal Download feature. Utilizing the Customer Portal Download feature will prevent Utility staff having to re-enter all of the meter replacement data manually, and will reduce labor costs and data entry errors.

NMS Field Services records all new meter information at the installation location, out meter data and final meter reading. Field Services also confirms current Utility customer data, such as meter size, type and serial number while at the service address. Any discrepancies in the data such as mismatching meter numbers are logged on the work order and confirmed before being entered into the database. Items as identified are logged into a report and a copy forwarded to the Utility clarification or confirmation as required.

All completed meter information data is processed and entered into our central database at our main processing facility in Kearny, NJ. Regular electronic updates will be available directly to the Utility on a daily basis through the Customer Portal.



Sample of the Field Service Installation Tool

## Sample Field Service Tool Data Entry Screen

National		babu3
<b>Edit Workorder   CARD</b>		
Customer Ref #:100		Active: Yes
Name <b>BARRERA, ALBA ELVIA</b> Addr <b>805 ABETO CIR</b> <span style="float: right;">1*</span> CSZ <b>EAGLE PASS, TX 78852</b>		
Route 04 Book. 27		Acct = 27-4700-00
<b>Install</b>		
Repair Date: <span style="float: right;">2*</span> Tech ID: 776 Tech2 ID: Time In: Time Out: Inf Card: Parts: Pic WO Card: Choose File No file chosen		

Proceed to Review

- 1) **Customer information block** – Water service customer[WSC] information (source data provided by utility)
- 2) **Install block (CARD)** – Additional supporting installation information, contains fields necessary for documenting repairs, technician company ID's, installation start/end time, infrastructure support with parts used detail and a support picture of the paper workorder filled out by the technician.

Sample Field Service Tool Data Entry Screen Updated Complete

mobile.nmsnj.com

mobile Workorder | babu<sup>3</sup>

Customer Ref #:100		Active: Yes		
Name: BARRERA, ALBA ELVIA Addr: 805 ABETO CIR City,State Zip: EAGLE PASS, TX 78852				
Route: 04   Book: 27		Acct #: 27-4700-00		
Meter#: 8666	Meter ID: 8666	Parcel:	Class: Status: Active	
Meter Size: 5/8	Mk: SENSUS	Prev_MXU:	TBL: SWR: 00001.000	
Prev Read: 2922	Read Date:	Walk: 4700	Fire: Serv_Pt: W	
Set Date: 2002-09-19	Serv_Pt: W	Location:		
Checklist - <a href="#">history</a>				
Result: DONE		Install Date: 2015-02-04		
Install				
Old Meter #:	New Meter #:			
Out Read (HI):	New Register #:			
Out Read (LO):	MTU ID:			
Old Meter Size:	Meter Location:			
New Meter Size:	Set Read:			
Remarks:				
Pic Before:	Pic Reading:	Pic After:	Pic Module:	Pic House: 4479
				
2014-02-04 13:31:12	2014-02-04 13:31:18	2014-02-04 13:39:52	2014-02-04 13:40:07	2014-02-04 13:31:23
Repair Date: 0000-00-00	Tech ID: 776	Tech2 ID:	Time In:	Time Out:
Inf Card:	Parts:			

babu<sup>3</sup>

Sample Customer Portal Record View

- 2) **CheckList** – Queries the status of a WSC (Appointment, Completed, Not Updated, Problem, etc.) including appointment & installation dates and appointment times.
- 3) **Map** – GPS coordinates plotted on a Google map for a WSC address.
- 4) **Install** – WSC Exit Meter Information and New Meter installation data, including photos (Before, After, Reading, Module) and individual photo EXIF date/time
- 5) **Meter Testing** – WSC Exit meter testing data.
- 6) **Recent Reads** – Last (5) readings of meter reported to AMR/AMI system. (Full History available)

Job Progress		Project Stats by Cycle			Appointments Report			Install Reports			Checklist			
Job ID:	Job Desc:	Cycle	% Installed	Installed	Total	Date	Time	Count	Bad Read:	1. Sv Existing:	Total Accts:	Removed Accts:	Not Exported:	
Installed	6565	10/10/12	51.7%	28	52	2013-10-10	14:12	3	0	0	10802	209	2013-05-07 18:31	
Mixed Svcs.	358	10/10/12	55.0%	46	43	2013-10-10	14:12	3	0	0	10802	209	2013-05-07 18:31	
Ref.	0	10/10/12	59.0%	305	332	2013-10-10	14:12	3	0	0	10802	209	2013-05-07 18:31	
Ref.	1	10/10/12	59.0%	305	332	2013-10-10	14:12	3	0	0	10802	209	2013-05-07 18:31	
Ref.	2	10/10/12	56.6%	295	332	2013-10-10	14:12	3	0	0	10802	209	2013-05-07 18:31	
Loss:	16	10/10/12	55.6%	295	332	2013-10-10	14:12	3	0	0	10802	209	2013-05-07 18:31	
Loss:	2	10/10/12	56.2%	284	332	2013-10-10	14:12	3	0	0	10802	209	2013-05-07 18:31	
All Total	10/10/12	4	72.1%	241	332	2013-10-10	14:12	3	0	0	10802	209	2013-05-07 18:31	
Start Date:	2013-04-12													
Ref. Comp:	8/7/12													
Ref. Comp:	8/7/12													
Avg. Inv. Days:	36.5													
Last Inv. Days:	361.5													

Customer Portal Related Live DEMO			Export Status			Problems		
Bad Read:			1. Sv Existing:			Total Accts:		
Bad Read:			1. Sv Existing:			Total Accts:		
Removed Accts:			209			209		
Exported Accts:			209			209		
Not Exported:			0			0		
2013-05-07 14:12:13			2013-05-07 14:12:13			2013-05-07 14:12:13		
Adjusted Total:			10593			10593		
Completed Accts:			9358			9358		
2013-05-07 14:12:13			2013-05-07 14:12:13			2013-05-07 14:12:13		
Remaining Accts:			1199			1199		
2013-05-07 14:12:13			2013-05-07 14:12:13			2013-05-07 14:12:13		
Avg. Inv. Days:			970			970		
2013-05-07 14:12:13			2013-05-07 14:12:13			2013-05-07 14:12:13		
Avg. Inv. Days:			1.6			1.6		
2013-05-07 14:12:13			2013-05-07 14:12:13			2013-05-07 14:12:13		
Completed Accts:			5			5		
2013-05-07 14:12:13			2013-05-07 14:12:13			2013-05-07 14:12:13		
Remaining Accts:			1199			1199		
2013-05-07 14:12:13			2013-05-07 14:12:13			2013-05-07 14:12:13		
Avg. Inv. Days:			970			970		
2013-05-07 14:12:13			2013-05-07 14:12:13			2013-05-07 14:12:13		
Completed Accts:			5			5		
2013-05-07 14:12:13			2013-05-07 14:12:13			2013-05-07 14:12:13		
Remaining Accts:			1199			1199		
2013-05-07 14:12:13			2013-05-07 14:12:13			2013-05-07 14:12:13		
Completed Accts:			5			5		
2013-05-07 14:12:13			2013-05-07 14:12:13			2013-05-07 14:12:13		
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2013-05-07 14:12:13			2013-05-07 14:12:13			2013-05-07 14:12:13		
Completed Accts:			5			5		
2013-05-07 14:12:13			2013-05-07 14:12:13			2013-05-07 14:12:13		
Completed Accts:			5			5		
2013-05-07 14:12:13			2013-05-07 14:12					

National Metering

603 Schaefer Ave. P.O. Box 991, Kenosha, WI 53141-0991 Phone: (414) 658-1811 Fax: (414) 658-1812 E-mail: [info@603schaefer.com](mailto:info@603schaefer.com)

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SMS REPORT - Edinburgh, NY From: 2015-04-15 to 2015-04-15 : Completed Installation, 14 Month Report Range Start Date: 2015-04-15											End Date: 2015-04-15	Update	
Num	Date Installed	Inst Book Accts	Customer Name	St. Name	Apartment	Old Meter #	Meter #	Old Meters Read	New Meters Read	Radio Config	Last Read TS	Last Read	Remarks
1432	2012-04-14		John Doe	720	ARDLEY RD	15	306384	313581	313597	YES	2015-04-15 11:45:53:5	00:00:00:00	
1433	2015-04-15		John Doe	708	CENTRAL AVE	306316	312493	312526:50	313477:56	YES	2015-04-15 11:45:58:5	00:00:00:00	
1434	2015-04-15		John Doe	6	FIELDSTONE DR	353645	313588:5	313597:00	313630:01	YES	2015-04-15 11:46:03:5	00:00:00:00	
1435	2015-04-15		John Doe	0	FIELDSTONE DR	370251:29	325251:29	325252:00	325252:01	YES	2015-04-15 11:46:04:5	00:00:00:00	
1436	2015-04-15		John Doe	9	FIELDSTONE DR	381814	334834	334839:00	334920:00	YES	2015-04-15 11:46:04:5	00:00:00:00	
1437	2015-04-15		John Doe	6	FIELDSTONE DR	306379	306379	306385:56	306390:56	YES	2015-04-15 11:46:07:5	00:00:00:00	
1438	2015-04-15		John Doe	29	FIELDSTONE DR	343456	341456	341461:00	341462:00	YES	2015-04-15 11:46:07:5	00:00:00:00	
1439	2015-04-15		John Doe	15	FIELDSTONE DR	343622:15	322315	322319:14	322324:14	YES	2015-04-15 11:46:07:5	00:00:00:00	
1440	2015-04-15		John Doe	39	FIELDSTONE DR	306365	306365	306369:00	306370:00	YES	2015-04-15 11:46:07:5	00:00:00:00	
1441	2015-04-15		John Doe	63	HARVARD DR	305023	305023	306103:00	307333:00	YES	2015-04-15 11:46:07:5	00:00:00:00	
1442	2015-04-15		John Doe	0	PINEWOOD RD	4087142	3687142	313053:06	313337:99	YES	2015-04-15 11:46:08:5	00:00:00:00	
1443	2015-04-15		John Doe	203	POONDSIDE DR	168301	168301	168325:29	168326:00	YES	2015-04-15 11:46:09:5	00:00:00:00	
1444	2015-04-15		John Doe	7	THESSALON	306216	306216	307425:29	307426:14	YES	2015-04-15 11:46:09:5	00:00:00:00	
1445	2015-04-15		John Doe	1226	WALBROOK RD	304338	304338	304353:00	304353:00	YES	2015-04-15 11:46:09:5	00:00:00:00	
1446	2015-04-15		John Doe	723	WALBROOK RD	304338	304338	304353:00	304353:00	YES	2015-04-15 11:46:09:5	00:00:00:00	

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A spreadsheet hardcopy detail is submitted with all pay requests. The dates can be changed on the report at will for maximum flexibility. This information is also available through the portal via the "Install Reports" hyperlink. This streamlines the process for confirming data in a pay request by utility staff.

## Install Report Description

Repair Apps		Last 10 Days		Last 30 Days		Last 90 Days		Last 120 Days	
Date	Count	Date	Count	Date	Count	Date	Count	Date	Count
2015-01-20	3	2015-01-21	1	2015-01-22	1	2015-01-23	1	2015-01-24	1
2015-01-25	1	2015-01-26	1	2015-01-27	1	2015-01-28	1	2015-01-29	1
2015-01-30	1	2015-02-01	1	2015-02-02	1	2015-02-03	1	2015-02-04	1
2015-02-05	1	2015-02-06	1	2015-02-07	1	2015-02-08	1	2015-02-09	1
2015-02-10	1	2015-02-11	1	2015-02-12	1	2015-02-13	1	2015-02-14	1
2015-02-15	1	2015-02-16	1	2015-02-17	1	2015-02-18	1	2015-02-19	1
2015-02-20	1	2015-02-21	1	2015-02-22	1	2015-02-23	1	2015-02-24	1
2015-02-25	1	2015-02-26	1	2015-02-27	1	2015-02-28	1	2015-03-01	1
2015-03-02	1	2015-03-03	1	2015-03-04	1	2015-03-05	1	2015-03-06	1
2015-03-07	1	2015-03-08	1	2015-03-09	1	2015-03-10	1	2015-03-11	1
2015-03-12	1	2015-03-13	1	2015-03-14	1	2015-03-15	1	2015-03-16	1
2015-03-17	1	2015-03-18	1	2015-03-19	1	2015-03-20	1	2015-03-21	1
2015-03-22	1	2015-03-23	1	2015-03-24	1	2015-03-25	1	2015-03-26	1
2015-03-27	1	2015-03-28	1	2015-03-29	1	2015-03-30	1	2015-03-31	1

Repair WO		Repair WC		Repair WC		Repair WC		Repair WC	
Date	Count								
2015-01-20	1	2015-01-21	1	2015-01-22	1	2015-01-23	1	2015-01-24	1
2015-01-25	1	2015-01-26	1	2015-01-27	1	2015-01-28	1	2015-01-29	1
2015-01-30	1	2015-02-01	1	2015-02-02	1	2015-02-03	1	2015-02-04	1
2015-02-05	1	2015-02-06	1	2015-02-07	1	2015-02-08	1	2015-02-09	1
2015-02-10	1	2015-02-11	1	2015-02-12	1	2015-02-13	1	2015-02-14	1
2015-02-15	1	2015-02-16	1	2015-02-17	1	2015-02-18	1	2015-02-19	1
2015-02-20	1	2015-02-21	1	2015-02-22	1	2015-02-23	1	2015-02-24	1
2015-02-25	1	2015-02-26	1	2015-02-27	1	2015-02-28	1	2015-03-01	1
2015-03-02	1	2015-03-03	1	2015-03-04	1	2015-03-05	1	2015-03-06	1
2015-03-07	1	2015-03-08	1	2015-03-09	1	2015-03-10	1	2015-03-11	1
2015-03-12	1	2015-03-13	1	2015-03-14	1	2015-03-15	1	2015-03-16	1
2015-03-17	1	2015-03-18	1	2015-03-19	1	2015-03-20	1	2015-03-21	1
2015-03-22	1	2015-03-23	1	2015-03-24	1	2015-03-25	1	2015-03-26	1
2015-03-27	1	2015-03-28	1	2015-03-29	1	2015-03-30	1	2015-03-31	1

TABLE 1: A selected Timeline, its under contract is National Metering Services, Inc.

Any anomalies are or anomalies is mostly published with our meter readers from our work order.

6 REPS.

- 1.) Complete Database String Search
- 2.) Appointment Status Bar AM/PM by Date (6 week lead)
- 3.) Project Progress Reports (Repair Appointments, Daily Installation Report with counts for appointments and door to door solicitation, Project Checklist, Infrastructure Report, Issued Repair Workorders, Exit Meter Testing)

## Customer Portal Main Menu Screen View

## Field and Service Personnel



- a.) All NMS personnel assigned to the project will be in company uniform, have a picture ID and wear a meter installer badge indicating the Utility's project. All installers will be registered with the local Police Department prior to commencement of the project.
- b.) NMS will provide a list of personnel assigned to the project including the chain of command and daytime telephone numbers. This list will be provided prior to commencement of any work.
- c.) NMS enforces strict discipline and good order among its employees. All employees always have a background check performed on them and a copy will be forwarded to the Utility.
- d.) In the event the Utility notifies NMS in writing of any person whose work is, in its opinion, careless, incompetent, disorderly or otherwise unsatisfactory, such person will be discharged from working on this contract and will not again be employed on this contract.

- e.) NMS employees are routinely tested for substance or alcohol abuse as allowed by law. NMS provides a safe and drug free work place and enforces a zero-tolerance policy. NMS employees are screened for substance abuse at time of hire and then continually by lottery or complaint.
- f.) All NMS Field Service Staff are OSHA 10 Certified and Confined Space Certified. New hires are required to complete the OSHA 10 courses at the time of employment.  
\*See attached NYS DOL Notice - Labor Law §220, section 220-h.
- g.) NMS employees will not and are not permitted to solicit work from Water Utility customers during the term of the contract, including a period of 1 year after substantial completion of the project.

## **Vehicle Identification**

All NMS vehicles have company identification permanently displayed on their vehicles. All hired vehicles or privately-owned vehicles used for the project will have appropriate signage identifying the vehicle as an NMS service vehicle with contact information clearly displayed including toll free number and website. All vehicles owned or hired will be registered with the local Police Department and a detail of the service vehicle will be provided to the Water Utility. The detail must be updated when vehicles enter or are removed from the project

## **Working Hours**

- a.) Work performed under this contract will be performed between 8:00 AM and 5:00 PM, Monday through Friday. Saturday schedules will be added as required by customer request.
- b.) Customer Service Hours are Monday – Friday 8:00 AM to 5:00 PM. If installers are scheduled to work on a Saturday, customer service is staffed to support or assist the installers as needed.
- c.) Areas of work and scheduled appointments are forwarded to the Water Utility the day prior. This enables Water Utility staff and local authorities to have knowledge of areas of operation, appointment request volume, and where installers will be soliciting door to door.
- d.) Installations for industrial and commercial facilities will be scheduled at a time acceptable to the facility owner and, if applicable, tenant. Scheduling will be done so as not to interfere with their normal operations.

## **Qualifications / Training**

- a.) All installation work will be first class in all respects. Employees thoroughly experienced in meter work will perform the installation of the gas, water meter and electric meters.
- b.) A combination of class room and field training is incorporated into our training methodologies to ensure that our employees are capable of professional quality work.

- c.) Only employees of National Metering Services, Inc. will be utilized on this project;  
No subcontractor will be hired for this project.

## **System Integration**

NMS will utilize our computerized tracking system that coordinates scheduling with actual production totals and the monthly payment requests. This system will be fully integrated with all phases of scheduling, production, customer contact documentation, inspection, and accounting. It will be capable of providing the Utility with a hard copy and an electronic copy of monthly production, status and problem accounts.

This report will be made available to the Utility and submitted with pay requests.

## **Project Office and Storage Facilities**

- a.) Ample storage facilities for all company materials, equipment, tools and supplies required for operations will be provided by NMS.
- b.) Office space for staff and telephone to receive customer calls and process meter installation data will also be provided by NMS.

## **Time Table**

National Metering Services, Inc will strictly adhere to the contract timelines as stipulated in the proposal documents. Any deviation – increase or decrease in installations will be done in conjunction with the Utility.

## **Installation Warranties**

All installation work performed under this contract will be guaranteed AS SPECIFIED IN PROJECT PLANS.

Leaks reported AS SPECIFIED IN PROJECT PLANS, will be repaired by the contractor at no additional expense to the Utility or its customers.

## Summary of National Metering Services Proposal

### Items included in the unit cost:

- ✓ Meter Installation Labor –Wages, Extended work hours, Saturday hours and evenings included, including door to door soliciting and handout notices
- ✓ All transportation, fuel and insurances, installer uniforms, tools and equipment required for installation and testing of meters
- ✓ 3 customer notices by US mail – Initial, second and final. After final notice the Water Utility will need to assist with stronger notices or action
- ✓ Gaskets and ancillary items related to meter installation services – staples, tape, wire ties, clear caulking
- ✓ Installation Photos – Before, Reading (old meter), After (installation of New) and remote mount – appended to database installation records in BABU – copies/access provided to the Water Utility.
- ✓ Warranty for leaks reported after installation AS SPECIFIED
- ✓ Repair or replacement of plumbing damaged during the meter installation IE: any broken fittings, valves or piping that occurred during the meter replacement
- ✓ Responsible for any damage to meters or fittings due to cross threading, over tightening of couplings
- ✓ Appointment scheduling and customer service – toll free number
- ✓ Printed materials and Postage - Customer Notices (3) & Work order cards
- ✓ Data base creation and management of meter installation data. Data entry – All new meter information will be uploaded into our database for electronic transfer to the Water Utility. *The Water Utility will be responsible for any interface charges from their proprietary billing company.*
- ✓ Call Center – for appointment scheduling and confirmation. Call center will also be able to assist customer with questions about the new system
- ✓ Project Web Page detailing work being performed with samples of uniforms, vehicle markings, emergency numbers and reciprocal links to meter manufacturers for product details and to The Town's home page
- ✓ E-Appointments – Internet appointment scheduling tool for resident to use
- ✓ Customer Portal – NMS will provide the Water Utility access to our database via the internet so actual installation records, including photo's, can be reviewed and accessed by staff as needed during the project. NMS will keep the portal active for a period of 1 month after completion of the project. Should the Water Utility desire to continue to access hosted account data NMS would be able to provide same under a separate hosting agreement.

## **Quality Control and Testing Policies**

NMS will supervise and direct the work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the work in accordance with the Contract Documents. The sole responsibility for the means, methods, techniques, sequences and installation work will lie with NMS. NMS will be responsible to see that the finished work complies accurately with the Contract Documents. NMS will be responsible for meeting all applicable codes associated with all aspects of the installation.

NMS will test each meter installation upon completion with factory certified equipment. After installation, the AMR device will be programmed or tested with handhelds authorized by the manufacturer for testing and programming meter equipment. NMS will provide its own program equipment to its installers. The programming equipment is and will remain the property of NMS.

Our Project Managers and Field Supervisors routinely check work performed in the field to verify quality installations. We have the knowledge and equipment to repair any damage incurred to service or customer piping, during the change-out process.

## Benefits of Selecting National Metering Services, Inc.

Some of the key features included in our proposal that we would like to bring to the attention of the committee:

- **Certified Exit Meter Testing** – Optional for an additional fee -National Metering Services, Inc. is certified by state governmental entities to test water meters. Exit testing of the meters being replaced is a practical solution in accounting for water loss due to under registration of the older meter system. This data can also be used to address customer complaints about higher water bills after the new system is installed. The test data is compiled into an electronic database for easy reference. It is also used to generate revenue recovery forecasts.
- **Longevity** – NMS is a specialty service contractor with over 23 years in the meter installation industry as National Metering Services, Inc. The combined experience of Executive Management of NMS exceeds 80 years.
- **Community Involvement** - NMS initially mans the project with its New Jersey based crews. Working with the Water Utility Human Resources, local personnel are hired from the project area. The new employees go through installer training and will be assigned to the local project. When the project is complete, the local installer can move with National Metering Services, Inc. to another project. It is NMS' intention to man the project with our existing labor force already experienced with the proposed system. Additional installers will be hired as outlined above.
- **Extensive experience** – NMS has experience with all the latest AMR/AMI Technology available. All our technicians are highly trained through a series of sessions including, classroom, field and manufacturer. NMS employs over 100 people.

We look forward to working on this project with the Utility.

## Optional - Certified Exit Meter Testing Program

NMS will provide certified, exit-meter testing for all meters removed for accuracy during this project. NMS' testing facility is certified by local and governmental entities. All testing performed will be in accordance with AWWA standards. The purpose for testing the old meters is to show the actual water loss through under registration of the existing meter. The test results will be in a spreadsheet format (Excel) and include the following data. Address, date, serial number, final reading, High flow, Med flow results of both old and new meters, notes, if any about the condition of the meter (stuck, broken glass, etc.) The new meter test data information is also entered into the customer database. This is where a comparison of performance of the new meter's accuracy can be compared to the old meter's accuracy. This data can be used to identify losses of water and revenue and to calculate the revenue recovery generated by the new system's implementation.



NMS' proposal can include provisions for exit testing of all replaced meters during this project. Certified meter test data will be provided to the Utility in an electronic format.



## Meter Installation and Testing Equipment



**OSHA 10-hour Construction  
Safety and Health Course – S1537-A  
*Effective July 18, 2008***

This provision is an addition to the existing prevailing wage rate law, Labor Law §220, section 220-h. It requires that on all public work projects of at least \$250,000.00, all laborers, workers and mechanics working on the site, be certified as having successfully completed the OSHA 10-hour construction safety and health course. It further requires that the advertised bids and contracts for every public work contract of at least \$250,000.00, contain a provision of this requirement.

***NOTE:***

*The OSHA 10 Legislation only applies to workers on a public work project that are required, under Article 8, to receive the prevailing wage.*



## Contracts on Hand

Date	City	State	Project Description	Contract Amt	Contact	Phone #
2022	Federalburg	MD	Installation of 3,000 Badger Orion Cellular Meters	\$ 140,000.00	Bob Johns, Ferguson Waterworks	443-336-7221
2022	Longwood	FL	Installation and retrofitting of 6,000 water meters	\$ 216,000.00	Andrew Marsian, Utilities Manager	407-263-2378
2022 - 2025	Sarasota	FL	Installation and replacement services for Approximately 100,000 Meters with County supplied meters and AMR	\$ 4,500,000.00	Melissa Neel, Procurement and Contracts Specialist	941.861.5128
2022	St Cloud	FL	Installation and maintenance services for 2,000 Meters with Neptune R900 AMI	\$ 50,000.00	Marjorie G Craig, PE, Director, Environmental Utilities Department	407.957.7104
2022	Garfield	NJ	Furnish Installation and replacement services for 3,800 Meters with Neptune R900 AMI	\$ 1,600,000.00	Willard Bierwas, CPWM, LO	Office: 973-546-2200 Ext 4222
2022	East Brunswick	NJ	Installation and replacement services for 18,000 Meters with Neptune R900 AMI	\$ 1,900,000.00	Daniel Losik, Director of Public Works, Water & Sewer Utilities	732-390-6884
2022	American Water PA	PA	Installation of 10,000 residential water meters with Neptune R900, and Badger Orion Cellular	\$ 1,100,000.00	James Gable, Senior Manager, Southeast Operations	610-292-3568
2022	City of Fruitland	MD	Retrofit 1200 meters with Badger Orion RF unit	\$ 95,000.00	Mike Gibbons	mgibbons@cityoffruitland.co m
2022	Bayonne	NJ	Large meter testing on and offsite, Commercial meter installation services	\$ 250,000.00	Drexall Butler Sr, Manager Metering Svcs Northern NJ - Suez	Mob: 201-726-9047
2022	Newark	NJ	Large meter testing on and offsite, in service repair or retrofit of large emters, Commercial meter installation services	\$ 400,000.00	Yon Gibson, Division of Water Meters	973-733-8538
2022	Mt Airy	MD	Installation Sensus Water Meters	\$ 500,000.00	Barney Quinn	240-793-3703

2022	Strasburg	VA	Installation of 2,800 Neptune Water Meters	\$ 251,000.00	Charles Dye, Core and Main	804-240-3303
2022	Mountain Lakes	NJ	Installation of 1,800 residential water meters with Sensus Flexnet	\$ 150,000.00	Mike Truesdell Senior Manager Core & Main	Cell: 704-724-1701
2022	Marion County	FL	Installation services for 6,000 R900 meters & Backflow valves	\$ 725,000.00	Joshua Kramer	352-438-2383
2022	Toho Water Authority	FL	Installation and replacement services for 5,000 MTU Unit's and 1,000 Meter and RF installations on New Construction	\$ 200,000.00	Brett Mains, Field Supervisor	407-944-5156
2022	Suez - Owego	NY	Large meter testing on and offsite, Commercial meter installation services	\$ 55,000.00	Frank Wyrostek	(914) 637-5306
2022	Heritage Hills -Suez	NY	Installation of 2,000 residential water meters with Sensus Flexnet	\$ 180,000.00	Frank Wyrostek	(914) 637-5306
2022	Toms River Suez	NJ	Installation and replacement services for 5,000 Meters and and RF Units. Exit Testing all removed meters	\$ 300,000.00	Andrew Hoepener	Tel: 732-557-7762
2022	Pasco County	FL	Installation of 16,000 Badger Orion Cellular Endpoints	\$ 1,400,000.00	Christopher Arnone, Purchasing	727-847-8194, Ext. 843
2020 - 2030	Hillsborough County	FL	Furnish and installation of 50,000+ Meters and LORA wifi Endpoint	\$ 20,000,000.00	James E. Hudock, Director Capital Programs	(813) 635-5400
2022	Suez Water - Westchester	NY	contract for replacing large meters & UME's 3" thru 6"	\$ 350,000.00	Frank Wyrostek	(914) 637-5306
2022-2024	Suez Water-Bergen County	NJ	Installation of 40,000 Sensus Flex net Radio Transmitters	\$ 3,500,000.00	Scott Toscano	(201) 750-3439
2022-2025	Suez - Harrisburg	PA	Installation of 70,000 Sensus FlexNet Smart points and replacement of 10,000 water meters	\$ 3,300,000.00	Nathaniel Sheffer, T&D Superintendent	717 920-6063
2022	Suez Water - Nyack	NY	contract for replacing large meters & UME's 3" thru 6"	\$ 325,000.00	Frank Wyrostek	(914) 637-5306
2022	Fairlawn	NJ	Installation of 1500 Neptune R900 radios and T-10 Meters	\$ 95,000.00	Steve Wendowski	(201) 794-5374
2022	Fairlawn	NJ	Installation of 1500 Neptune R900 radios and T-10 Meters	\$ 100,000.00	Steve Wendowski	(201) 794-5374

2022-2025	Liberty Water New York	NY	Replacement of 400,000 meters and radios	\$ 3,500,000.00	Bernardus J Claase	(516) 903-1738
2022	Garfield	NJ	Furnish & Installation and replacement services for 2,400 Commercial and Residential Meters with Neptune R900 AMI	\$ 1,598,000.00	Willard Bierwas, CPWM, LO	Office: 973-546-2200 Ext 4222
2022	Jackson MUA	NJ	Furnish & Installation of 1200 Neptune R900 radios and T-10 Meters	\$ 500,000.00	Megan Burst	(732) 928-2222 Ext 221

## NMS' Project History & References

Project History & References						
Date	City	State	Project Description	Contract Amt	Contact	Phone Number
2022	Clermont	FL	Installation and maintenance services for 2,000 Meters & dual check valves and infrastructure work, box replacements, raising and lowering services	\$ 200,000.00	Adam Swanson, Distribution Manager	352-241-0178
2022	St Augustine	FL	Supply and Installation of 11,000 water meters with Neptune R 900V4 exit test all meters removed	\$ 1,135,000.00	Sharon Whitener	(904) 825-1010
2019-2022	Bloomfield	NJ	Installation of 12,000 Commercial and Residential Meters to Sensus Flexnet AMI	\$ 1,200,000.00	Fred Schweighardt	(908) 872-9730
2020	Burlington	NJ	Furnish and installation of 4,000 Neptune R900i Meters in home settings	\$ 1,600,000.00	Wm Kirchner, PE	856-235-7170
2022	Ormond Beach	FL	Installation of 2,000 residential water meters with Neptune R 900	\$ 45,000.00	Sam West, Meter Reading Supervisor	(386) 676-3258
2022	Flagler Beach	FL	Furnish and Installation of 3,600 residential meters to new AMR/AMI Neptune R900 & T-10 Metering System	\$ 995,800.00	Alan Watts	(386) 276-0180
2022	Bowie	MD	Installation of 1,000 residential water meters with Neptune R900	\$ 48,000.00	Missy Marlette, Business Manager	cell -240-216-1253
2022	Willingboro	NJ	Installation and replacement services for 13,000 Meters with Sensus Flexnet AMI	\$ 985,000.00	Mike Truesdell	Senior Manager
2022	Middletown	PA	Installation of 300 residential water meters with Neptune R900	\$ 35,000.00	Drexall Butler Sr,	Core & Main
2022	Berlin	NJ	Installation of 2,500 residential water meters with Sensus Flexnet and exit testing removed meters	\$ 200,000.00	Manager Metering Svcs Northern N.J. - Suez	Mob: 201-726-9047
2022	Westbury	NY	Installation of 10,000 residential water meters with Neptune R900	\$ 1,150,000.00	Mike Truesdell	Senior Manager
2021	Toho Water Authority	FL	Installation and replacement services for 5,000 MTU Unit's and 1,000 Meter and RF installations on New Construction	\$ 200,000.00	Brett Mains, Field Supervisor	407-944-5156

## NMS' Project History & References

Date	City	State	Project Description	Contract Amt	Contact	Phone Number
2021	Florham Park	NJ	Installation and replacement services for 1,200 Meters with Sensus Flexnet AMI	\$ 125,000.00	Mike Sgamella, PE	973-410-5473
2021	Gulf Stream	FL	Installation of 400 residential water meters with Neptune R900	\$ 50,000.00	Anthony Beltran	561-276-5116
2021	McIntosh	FL	Installation of 300 residential water meters with Neptune R900	\$ 50,000.00	Jonathan - City Clerk	contact@townofmcintosh.org
2021	Marlington	WV	Installation of 300 residential water meters with Neptune R900	\$ 65,000.00	Charles Dye	1-804-240-3303
2021	Montville	NJ	Installation of 400 residential water meters with Neptune R900	\$ 45,000.00	Sophia Heng, PE	973.331.3300
2020-2021	Toms River Suez	NJ	Installation and replacement services for 5,000 Meters and and RF Units. Exit Testing all removed meters	\$ 300,000.00	Andrew Hoepener	Tel: 732-557-7762
2019-2020	Venice	FL	Installation of 8000 Badger Orion Cellular Endpoints	\$ 300,000.00	Damien Stilings, Technical Unit Supervisor	(941) 882-7311
2019-2020	Clinton	NJ	Installation of 2,000 Neptune Meters for commercial applications and R900 units.	\$ 145,000.00	Roger Plaisted	(908) 735-2265
2019-2020	Hicksville	NY	Furnish and installation of 13,000 NICOR RF compatible pit lids system wide	\$ 700,000.00	Paul J. Granger, P.E., Superintendent	516-931-0184 ext. 611
2019-2021	Newark	NJ	Test, repair and replace commercial meters 5/8 - 8"	\$ 400,000.00	John William	973-733-8538
2019-2020	Exeter	PA	Installation of 1,300 Badger Orion Cellular meters	\$ 100,000.00	James A Gable	610.292.3584
2019-21	Indian River County	FL	Installation of 40,000 Master Meter AMR equipped Meters and Dual Check Valves	\$ 2,500,000.00	Cindy Corrente, Utilities Finance Manager	772-226-1832
2019-2020	Rockaway	NJ	Installation of 1,750 Neptune R900i Meters	\$ 200,000.00	Patricia Bussow, RMC, Borough Clerk/Administrator	973-627-2000
2020-2021	American Water Short Hills	NJ	Age replacement of 3,200 water meters and radio units	\$ 200,000.00	Kevin Nugent	(732) 489-1411
2020-2021	American Water Delran	NJ	Age replacement of 6,000 water meters and radio units	\$ 450,000.00	Lenard Jean-Laurent	(856) 255-2034

## NMS' Project History & References

Date	City	State	Project Description	Contract Amt	Contact	Phone Number
2020-2021	Suez Water - Nyack	NY	contract for replacing large meters & UME's 3" thru 6"	\$ 325,000.00	Frank Wyrostek	(914) 637-5306
2019	Fairlawn	NJ	Installation of 2500 Neptune R900 radios and T-10 Meters	\$ 160,000.00	Steve Wendowski	(201) 794-5374
2019	Fairlawn	NJ	Installation of 2500 Neptune R900 radios and T-10 Meters	\$ 160,000.00	Steve Wendowski	(201) 794-5374
2019-2021	American Water New York	NY	Replacement of 70,000 meters and radios	\$ 4,000,000.00	Bernardus J Claase	(516) 903-1738
2016-2021	Suez Water-Bergen County	NJ	Installation of 90,000 Sensus Flex net Radio Transmitters	\$ 6,800,000.00	Scott Toscano	(201) 750-3439
2019-2021	Ormond Beach	FL	Installation of 11,000 residential water meters with Neptune R 900	\$ 450,000.00	Sam West, Meter Reading Supervisor	(386) 676-3258
2018	Carmel	NY	Installation of 4,500 AMR/AMI Water meters supplied by Carmel Water Utility.	\$ 800,000.00	Rich Franzetti PE, Carmel	(845) 628-1500 ext 181
2020	Suez Water - Westchester	NY	contract for replacing large meters & UME's 3" thru 6"	\$ 350,000.00	Frank Wyrostek	(914) 637-5306
2021	Suez Water - Westchester	NY	contract for replacing large meters & UME's 3" thru 6"	\$ 350,000.00	Frank Wyrostek	(914) 637-5306
2016-2021	St Augustine	FL	Supply and Installation of 11,000 water meters with Neptune R 900V4 exit test all meters removed	\$ 4,025,000.00	Sharon Whitener	(904) 825-1010
2020-2021	Toho Water Authority	FL	Installation and replacement services for 5,000 MTU Unit's and 1,000 Meter and RF installations on New Construction	\$ 200,000.00	Brett Mains, Field Supervisor	407-944-5156
2020-2021	Pasco County	FL	Installation of 16,000 Badger Orion Cellular Endpoints	\$ 1,400,000.00	Christopher Arnone, Purchasing	727-847-8194, Ext. 843
2019	Flagler Beach	FL	Installation of residential meters - Emergency Services	\$ 25,000.00	Alan Watts	(386) 276-0180
2019	Hyde Park	NY	Installation of 1800 residential meter	\$ 70,000.00	Ed Mills	(845) 486-3625
2019	Village of New Paltz	NY	Installation of Badger Cellular Meters	\$ 75,000.00	Rich Ruth	(845) 338-7622
2019	Suez Water - Nyack	NY	contract for replacing large meters & UME's 3" thru 6"	\$ 325,000.00	Frank Wyrostek	(914) 637-5306

## NMS' Project History & References

Date	City	State	Project Description	Contract Amt	Contact	Phone Number
2019	American Water Short Hills	NJ	Age replacement of 3,200 water meters and radio units	\$ 150,000.00	Kevin Nugent	(732) 489-1411
2019	American Water Delran	NJ	Age replacement of 9,000 water meters and radio units	\$ 575,000.00	Lenard Jean-Laurent	(856) 255-2034
2019	Pinelands Water	NJ	Replacement of 600 Residential Meters	\$ 100,000.00	Greg Risoldi	(732) 634-1500
2019	Aberdeen	NJ	3500 residential meter installation program	\$ 200,000.00	Robert Koches	(732) 294-2170
2019	Pine Beach	NJ	800 Residential Water Meter Replacements	\$ 100,000.00	Fred Schweighardt	(908) 872-9730
2019	Suez West Milford	NJ	Installation of 3,000 residential water meters & exit test all meters removed	\$ 250,000.00	Matt Biagini	(201) 750-3439
2017-2018	City of Punta Gorda	FL	Installation of 14,000 residential water meters	\$ 500,000.00	Rick Kemp, Fortline	407-340-5674
2019	Bellevue	FL	Installation of 3,000 residential water meters and installation of backflow preventers (Dual Check Valves), exit test all meters removed	\$ 250,000.00	Bruce H. Phillips, PE, PLS	352-233-2110
2018	Buchanan	NY	Furnish and Installation of 900 AMR/AMI meters	\$ 135,000.00	William J. Angiolillo, P.E.	(845) 279-2220
2019	Middlesex Water Company	NJ	Age Replacement of 6,000 water meters. Certified exit meter testing.	\$ 440,000.00	Greg Risoldi	(732) 634-1500
2019	Tidewater Utilities	DE	Replacement of 3,000 water meters for PSC required periodic replacements. Certified exit meter testing.	\$ 220,000.00	John Eckard	(302) 218-4370
2018	Franklin Square	NY	Installation of 4800 residential water meters & exit test all meters removed	\$ 500,000.00	Steve Meehan RIO Supply	609-315-1618
2017	Town of Mount Pleasant	NY	Supply and Installation of 6,500 Badger Orion Cellular	\$ 1,500,000.00	David Smyth	(914) 831-1062
2017-2018	City of Northport	FL	Installation of 2,000 residential water meters with Neptune R 900	\$ 75,000.00	James Marino, Field Service Specialist-Utilities	941-240-8011
2018	Harrison	NJ	Installation of 5000 Radio Equipped Water Meters in Residential and Commercial Properties	\$ 800,000.00	Robert Williams	(973) 268-2296

**NMS' Project History & References**

<b>Project Description</b>					<b>Contract Amt</b>	<b>Contact</b>	<b>Phone Number</b>
<b>Date</b>	<b>City</b>	<b>State</b>					
2018	Township of Verona	NJ	Supply and Installation of 2,000 Neptune t-10 meters and Neptune R9001 v4		\$ 50,000.00	Charles Molinaro	(973) 857-4804
2018	East Hanover	NJ	Repalcement of 45,000 meters and radios		\$ 450,000.00	Fred Schweighardt	(908) 872-9730
2017-2018	Seminole County Government	FL	Installation of 16,000 residential water meters and installation of backflow preventers (Dual Check Valves), exit test all meters removed		\$ 1,200,000.00	Robert Greenfield, Operations Manager	(407)665-2737 Office
2018	Newark	NJ	contract for testing,calibrating and replacing large meters 2" thru 20"		\$ 500,000.00	John Williams	(973) 733-8538
2014-2019	Ormond Beach	FL	Installation of 11,000 residential water meters with Neptune R 900		\$ 450,000.00	Sam West, Meter Reading Supervisor	(386) 676-3258
2018	Suez Water - West Chester	NY	contract for replacing large meters & UME's 3" thru 6"		\$ 350,000.00	Frank Wyrostek	(914) 637-5306
2018	Suez West Milford	NJ	Installation of 3,000 residential water meters & exit test all meters removed		\$ 238,000.00	Matt Biagini	(201) 750-3439
2018	Tidewater Utilities	DE	Replacement of 3,000 water meters for PSC required periodic replacements. Certified exit meter testing.		\$ 180,000.00	John Eckard	(302) 218-4370
2017	American Water Short Hills	NJ	Age replacement of 3,200 water meters and radio units		\$ 150,000.00	Kevin Nugent	(732) 489-1411
2017	American Water Delran	NJ	Age replacement of 9,000 water meters and radio units		\$ 575,000.00	Lenard Jean-Laurent	(856) 255-2034
2016	American Water Short Hills	NJ	Age replacement of 3,200 water meters and radio units		\$ 150,000.00	Kevin Nugent	(732) 489-1411
2016	American Water Delran	NJ	Age replacement of 9,000 water meters and radio units		\$ 575,000.00	Lenard Jean-Laurent	(856) 255-2034
2016	American Water Plainfield	NJ	Age replacement of 2,000 water meters and radio units		\$ 140,000.00	Sunil Luther	(908) 791-3427
2018	Suez Water - Nyack	NY	contract for replacing large meters & UME's 3" thru 6"		\$ 325,000.00	Frank Wyrostek	(914) 637-5306
2014-2015	Middlesex Water Company	NJ	Age Replacement of 6,000 water meters. Certified exit meter testing.		\$ 440,000.00	Greg Risoldi	(732) 634-1500

## NMS' Project History & References

Date	City	State	Project Description	Contract Amt	Contact	Phone Number
2017	Isle of Wight	VA	Supply and Installation of 2,500 Neptune t-10 meters and Neptune R9001 v4	\$ 30,000.00	Steve Hatcher	(757) 365-1650
2017	Village of Sands Point	NY	Supply and Installation of 2,000 Neptune t-10 meters and Neptune R9001 v4	\$ 433,000.00	Brian J. Gunderson	(516) 883-3491
2016 - 2017	American Water Belle Mead	NJ	Age replacement of 8,100 water meters and radio units	\$ 550,000.00	John Hoffman	(908) 431-3226
2017	Township of Verona	NJ	Supply and Installation of 2,000 Neptune t-10 meters and Neptune R9001 v4	\$ 50,000.00	Charles Molinaro	(973) 857-4804
2016	Borough of Red Bank	NJ	Supply and Installation of 4,500 Neptune t-10 meters and Neptune R9001 v4	\$ 1,952,000.00	Tom Branch	(732) 620-6188
2016	Village of Sleepy Hollow	NY	Saupply and Installation of 1,800 Badger Meters with cellular radio Transmitters	\$ 550,000.00	Dan Peluso	(914) 366-5103
2016	Zephyrhills	FL	Installation and retrofit of 13,000 Neptune water meters and VIV Radio Transmitters	\$ 375,000.00	John Vlajcic	(602) 710-0502
2015	Town of Newburgh	NY	Installation of Badger RCDL-25 meters and endpoints	\$ 421,000.00	John Platt, DPW Commissioner	(845) 564-7813
2015	American Water	NJ	Installation of 5,000 Jersey composite meters and hot rod radio units	\$ 400,000.00	Sunil Luther	(908) 791-3427
2015	Allamuchy	NJ	Installation of 2,000 Neptune water meters with r-900 radio transmitters and exit testing of all old meters	\$ 180,000.00	Nancy McCabe	(908) 852-6356
2015	Easton	PA	Installation of 15,000 Sensus Flex net RF units to existing meters	\$ 420,000.00	Mike Truesdale	(704) 724-1701
2015	Port Aransas	TX	Installation of 3,562 water meters 3/4" thru 1" with GPS Coordinates	\$ 166,150.00	Chris Phillips, Hydro-Pro Solutions	(877) 747-3656
2016	Village of Garden City	NY	Installation of 4,000 Magnetic Drive Radio Read Meter 5/8" to 2"	\$ 449,424.50	Robert J. Mangan, P.E. Director of Public Works	(516) 465-4000
2013-2015	St. Mary's Metropolitan Commission	MD	Installation of 10,000 Neptune E-coder 1 R900 compatible water meters and registers, and new meter pits	\$ 4,700,000.00	Dave Elberti	301-737-7400 ext 222
2015	United Water - New Rochelle	NY	Installation of 8,000 Sensus Flex net RF units to existing meters	\$ 750,000.00	Frank Wyrosteck	(914) 637-5306
2015	United Water Mid-Atlantic	PA	Installation of 6,174 Neptune Meters and AMR Units inside residences	\$ 279,000.00	Judith Jordan	(717) 561-1103

## NMS' Project History & References

Date	City	State	Project Description	Contract Amt	Contact	Phone Number
2015	United Water Mid-Atlantic	DE	Installation of 8,100 Neptune Meters and AMR Units inside residences	\$ 416,130.00	Judith Jordan	(717) 561-1103
2013/2014	United Water - New Rochelle	NY	Installation of 18,000 Neptune R900 RF units to existing meters	\$ 900,000.00	Frank Wyrosteck	(914) 637-5306
2014-2015	Eagle Pass	TX	Installation of 13,000 Master meter water meters with radio transmitters.	\$ 1,200,000.00	Jaime Kypurous	(830) 776-0077
2014-2015	Northy Penn Water Authority	PA	Installation of 26,000 Sensus radio transmitters.	\$ 610,000.00	Gary Paul Razer	(215) 855-3617
2013-2015	Netcong	NJ	Installation of 800 water meters and Sensus transmitters 5/8 thru 1" in 3 phases	\$ 75,000.00	Ralph Blaksee, Administrator	(973) 347-0252
2013	Clear Lake City	TX	Installation of 17,000 Neptune water meters w R450 transmitters 5/8 thru 10"	\$ 8,400,000.00	Edward C. Streich PE	713-266-6900 ext 2457
2013-2015	Clinton	NJ	Installation of 2,700 Neptune meters and R900i Ecoder meters	\$ 300,000.00	Roger Plaisted	(908) 735-2265
2013	Greenburgh	NY	Installation of 16,000 Neptune meters w R450 radio including the Installation of fixed based AMI infrastructure	\$ 1,900,800.00	Steve Meehan	(609) 315-1618
2014	United Water Mid-Atlantic	PA/DE	Installation of 15,700 Neptune Meters and AMR Units inside residences	\$ 1,150,000.00	Steve Metzler,PE Senior Engineer	(717) 561-1103 x1656
2014-2015	City of Port Orange	FL	Installation of 10,000 Neptune residential and commercial water meters and Sensus Flex Net AMI meter reading System	\$ 1,000,000.00	Rick Wilson, Asst. Super Utilities	(386) 506-5953
2013	United Water Bayonne	NJ	Installation of 12,000 water meters 5/8 thru 10" and Aclara Fixed Network radio transmitters	\$ 1,497,000.00	Vito Spadavecchio	(201) 634-4247
2013	United Water - Nyack	NY	Phase 3 - contract for replacing large meters UME's 3" thru 6"	\$ 520,000.00	Frank Wyrosteck	(914) 637-5306
2013	Saugerties	NY	Installation of 1,800 water meters and Sensus transmitters 5/8 thru 10"	\$ 235,700.00	Paul Van Wagenen	(845) 338-7622
2013	Middlesex Water Company	NJ	Age Replacement of 3,000 Neptune water meters. Certified exit meter testing.	\$ 220,000.00	Jim Hutchinson	(732) 634-1500

## NMS' Project History & References

Date	City	State	Project Description	Contract Amt	Contact	Phone Number
2013	Tidewater Utilities	DE	Replacement of 3,000 water meters for PSC required periodic replacements. Certified exit meter testing.	\$ 138,000.00	John Ekdard	(302) 218-4370
2012-2013	Daytona Beach	FL	Installation of 25,800 residential and commercial water meters and Sensus Flex Net	\$ 986,000.00	Frank Van Pelt	(386) 671-8143
2013	Marysville	OH	Installation of 6,600 Sensus Flex net radio transmitters	\$ 175,000.00	Mike Truesdell	(704) 597-6425
2013	Pearland	TX	Installation of 6,300 Neptune R900i radio transmitters	\$ 113,400.00	Pamela Thompson	(281) 652-1604
2013	Wakefield	MA	Installation of 750 water meters 5/8 to 1"	\$ 82,500.00	Carol Antonelli	(781) 246-6306
2012	Spotswood	NJ	Installation of 3,000 water meters and Sensus Flex Net transmitters	\$ 245,000.00	Ryan Johnson	(501) 650-4527
2012	Northy Penn Water Authority	PA	Installation of 1800 Sensus water meters and check valves along with drive by radio transmitters.	\$ 837,000.00	Gary Paul Razer	(215) 855-3617
2012	Village of Red Hook	NY	Supply and installation of 900 Badger meters with integrel Orion Transmitter	\$ 450,000.00	CT Male Associates	(518) 786-7400
2013	DCWWA	NY	Installation of 105 Neptune 5/8 water meters and ball valves	\$ 16,470.00	Ed Mills	(845) 486-3625
2012	Upper Southampton	PA	Installation of 5,500 Neptune and Sensus water Meters with Itron drive-by AMR including <b>750 M-LOG leak detectors</b>	\$ 1,000,000.00	Robert Cambell, PE	(215) 327-5802
2012	Danvers	MA	Installation of 10,000 residential and commercial Neptune water meters and 11,800 electric meters - with Energy Axis AMR System by Elster	\$ 1,800,000.00	Tim Corrigan, PE	(978) 532-1900
2012	United Water Nyak	NJ	contract for replacing large meters UME's 3" thru 6"	\$ 260,000.00	Frank Wyrostek	(914) 637-5306
2009 - 2012	Newark	NJ	contract for testing, calibrating and replacing large meters 2" thru 20"	\$ 500,000.00	John Williams	(973) 733-8538
2012	Middlesex Water Company	NJ	Installation of 3,000 Neptune water meters and Itron RF radio units. Certified exit meter testing.	\$ 220,000.00	Greg Risoldi	(732) 634-1500
2011-2012	Bellville	NJ	Installation of approximately 8,500 residential and commercial water meters - Sensus Flex Net	\$ 900,000.00	Ryan Johnson	(501) 650-4527
2011-2012	Yorktown	NY	Installation of approximately 10,000 water meters and Sensus Flex Net fixed network	\$ 1,200,000.00	David Rambo	(914) 245-6111

## NMS' Project History & References

Date	City	State	Project Description	Contract Amt	Contact	Phone Number
2011-2012	Johnson City	NY	Supply and installation of 6,000 Neptune meters and R900i Ecoder meters in residences	\$ 1,850,000.00	Robert A. Bennett, P.E. Director of Public Services	(607) 797-3031
2012	Medicine Lodge	KS	Installation of 1200 water meters - Sensus Flex Net	\$ 62,000.00	Ryan Johnson	(501) 650-4527
2011	Middlesex Water Company	NJ	Installation of 4,000 Neptune water meters for age change-out	\$ 250,000.00	Greg Risoldi	(732) 634-1500
2009-2010	Oxford	MD	Supply Installation of 500 Neptune e-coder i Master Meter Dialog 3G AMR in residences	\$ 250,000.00	Scott Delude, Director of Public Works	410-226-5740 Office 433-262-2863 Cell
2010	Reading	PA	Replacement of 10,000 water meters with Supply & Installation of 2500 Residential Meters - Badger Orion	\$ 1,100,000.00	Dean Miller	(610) 655-6084
2010	Fallsburg	NY	Supply and installation of 20,000 Neptune meters and R450 fixed base network	\$ 350,000.00	Frank Laurendi, Wendell Engineering	(716) 688-0766
2010	Enid	OK	Supply and installation of 7,000 Neptune meters and R900i meters in residences	\$ 7,100,154.00	Robert Hitt	(580) 616-7261
2010	Kearny	NJ	Replacement of 11,000 Electric & 10,000 water meters with Sensus Flex net fixed network	\$ 1,750,000.00	Rich Ferrorilli	(201) 991-2671
2010	Garden City	KS	Installation 1,000 water meters to Sensus Flexnet Network AMR.	\$ 475,000.00	Dwayne Noel	(501) 650-4526
2010-2011	Rising Sun	MD	Supply and Installation of 2,000 meters and pits for both residential and commercial customers	\$ 150,000.00	Calvin A Bonenberger Jr., CBI Town Administrator	(410) 658-5353
2010-2011	Crisfield	MD	Installation of 2,750 water meters with K.P Electronic radio transmitters.	\$ 1,200,000.00	Jason P. Loar P.E., Davis, Bowen & Friedel, Inc.	(410) 543-9091
2010	Mannheim	PA	Installation & Retrofit of 150,000 gas and water meter to Hexagon's Fixed Network AMR.	\$ 371,000.00	Dave Fenicle	(717) 665-1762
2004-2009	Corpus Christi	TX	Replacement of 9500 Amco registers & radio transmitters.	\$ 4,300,000.00	Michael Ceparanno	(713) 408-2030
2009	Mooresville	NC	Installation of 8,000 Neptune water meters & Hexagram radio transmitters.	\$ 200,000.00	Jeffrey Carpenter, Water & Sewer Super	(704) 799-4292
2009	Seguin	TX	Installation of 80,000 Badger radio transmitters.	\$ 396,000.00	Chris Phillips, H.D Supply	(512) 944-8846
2008-2009	Northern Kentucky Water District	KY	Supply Installation of 4500 Neptune e-coder i	\$ 2,100,000.00	Mark Loftland	859 5784891
2009	Falls Authority	PA	Installation of 2,000 water meters with KP Electronic radio transmitters.	\$ 2,300,000.00	Vanessa Nedrick-Remington & Beach Eng.	(856) 795-9595
2009	Greenwich	NJ		\$ 180,000.00	Bob Schooch	(856) 224-0373

## NMS' Project History & References

Date	City	State	Project Description	Contract Amt	Contact	Phone Number
2009	Pasadena	TX	Installation of 18,000 Neptune registers & radio transmitters.	\$ 200,000.00	Mark Gardenmal	(713) 475-7835
2009	City of Albuquerque	NM	Test and repair of 180 large Sensus meters 3" thru 8"	\$ 75,000.00	Chris Phillips	(512) 944-8846
2009	Village Highland Falls	NY	Supply & Installation Badger water meters and radio's	\$ 452,800.00	Kevin Hurst	(845) 446-3252
2008	Haddonfield	NJ	Supply Installation of 3000 Neptune e-coder i	\$ 1,200,000.00	Dennis Yoder-Remington & Vernick Eng.	(856) 795-9595
2008	Newburyport	MA	Installation of 7200 Badger meters with orion radio transmitters	\$ 875,000.00	Margaret McCarthy, Weston & Sampson	(978) 532-1900
2008	Woburn	MA	Supply & Installation of 1,000 Commercial water meters & Aclara fixed network	\$ 690,000.00	Margaret McCarthy, Weston & Sampson	(978) 532-1900
2008	Talladega	AL	Replacement of 3,500 meters with Neptune R-900	\$ 240,000.00	James Brasher	(256) 362-6211
2005-2008	Hartford	CT	Retrofit of 50,000 Neptune meters with Blue Tower radio transmitters.	\$ 2,500,000.00	Harvey Wall	(860) 278-7850
2007	Apopka Fl.	NJ	Installation of 20,000 Sensus flex net radio transmitters.	\$ 240,000.00	Jeff Plague	(407) 703-1748
2007-2008	Hempstead	NY	Installation of 7,500 Sensus water meters 5/8" thru 2"	\$ 1,258,000.00	Anthony J. Zalak	(631) 231-2220
2006-2007	Brookline	MA	Installation of 8500 AMCO water meters with Hexagram's fixed network AMR.	\$ 875,000.00	Andy Papperstergion	(978) 532-1900
2005-2007	Malden	MA	Installation 11,000 Neptune E-Coder and R900 sizes 5/8" thru 8".	\$ 1,075,000.00	Emerson Teal	(781) 397-7162
2006	Corpus Christi	TX	Installation of 1,000 Tropos WiFi nodes to read gas & water meters	\$ 100,000.00	Michael Ceparanno	(713) 408-2030
2005-2006	Danbury	CT	Supply & Installation 10,000 Badger Meters and Itron ERTs.	\$ 1,500,000.00	Charles Kindya	(203) 797-4539
2006	Montclair	NJ	Installation & Retrofit of 3,500 Neptune water meters and R900 RF radio units. Plus certified meter testing.	\$ 255,150.00	Mike Locascio	(973) 744-4600
2005-2006	Northglenn	CO	Supply & Installation 7,200 Badger Meters and Orion transmitters.	\$ 1,200,000.00	Norman Bell	(303) 450-4005
2005	Fall River	MA	Retrofit 18,000 Neptune arb v meters with R900 radio transmitters.	\$ 324,825.00	Jim Terrio	(508) 324-2335
2005	Ellenville	NY	Installation of 1,400 Badger meters with Orion radio transmitters. Plus certified exit meter testing.	\$ 106,000.00	Jason Ballard	(518) 218-1801
2005	Jersey City	NJ	Test & Repair large water meters 2" through 6"	\$ 25,000.00	Rajiv Prakash	(201) 420-0845

## NMS' Project History & References

Date	City	State	Project Description	Contract Amt	Contact	Phone Number
2005	Kissimmee	FL	Supply & Cut-In Installation of 5,400 Neptune water meters with touchpads for reclaimed water lines.	\$ 460,000.00	Mike Johnson	(407) 518-2269
2005	Celebration	FL	Cut in of 1,800 reclaimed water meters and meter boxes for irrigation line.	\$ 125,000.00	Brian Smith	(407) 566-4126
2005	Rockaway Borough	NJ	Supply & Installation of 450 Sensus touch read water meters. Plus certified, exit meter testing.	\$ 75,000.00	Sheila Seifert	(973) 627-1884
2004	Orange	NJ	Installation 4,900 Neptune T-10 water meter and R900 radio transmitters. Plus certified exit meter testing.	\$ 1,470,000.00	Tony Scilia	(201) 826-8470
2003-2004	Cortlandt	NY	Installation 7,500 Neptune T-10 water meter and R900 radio transmitters. Plus certified exit meter testing.	\$ 1,634,502.50	Edward Vargano	(914) 734-1026
2004	Montclair	NJ	Installation & Retrofit of 1,000 Neptune water meters and R900 radio transmitters. Plus certified exit meter testing.	\$ 200,000.00	Mike Locascio	(973) 744-4600
2004	Maple Shade	NJ	Installation of 500 ABB Scancoder water meters.	\$ 25,000.00	Bill Butler	(856) 488-7450
2004	Woodstock	NY	Installation of 850 Badger water meters with Orion radio transmitters. Plus certified exit meter testing.	\$ 78,965.00	Paul Van Wagenen	(845) 338-7622
2004	Voorheesville	NY	Installation of 1,175 Badger meters with Orion radio transmitters. Plus certified exit meter testing.	\$ 88,500.00	Will Smith	(518) 765-4512
2004	East Fishkill	NY	Brentwood Estates. Supply & Cut-in meter setters and dual check valves.	\$ 100,000.00	Christine Mitchell	(845) 562-3430
2003	Bordentown	NJ	Supply & Installation of 4,500 Badger meters with Itron ERTs, and new valves and dual check valves.	\$ 1,230,000.00	Don Russo	(610) 313-3100
2003	Roosevelt	NJ	Installation of 250 pit meter and 75 complete pits. Neptune R900 radio transmitters.	\$ 70,000.00	Joseph Overbeck	(800) 390-8060
2003	Lewistown	PA	Supply & Installation of 6,500 Badger meters with Itron ERTs.	\$ 300,000.00	Harris Layton	(717) 248-0165
2003	Goshen	NY	Installation of 500 Badger meters with Orion radio transmitters.	\$ 80,000.00	Bart Clark	(845) 562-3430
2002-2003	Columbia	SC	Supply & Installation of 5,000 Neptune water meters and backflow valves in a pit setting.	\$ 425,000.00	Ted Morgan	(803) 733-8491

**NMS' Project History & References**

Date	City	State	Project Description	Contract Amt	Contact	Phone Number
2003	Rockaway Township	NJ	Installation of 6 industrial water meters with Itron ERTs.	\$ 15,000.00	Robert Sheard	(973) 983-2825
2003	Ho-Ho-Kus	NJ	Installation & Retrofit of 1,500 Neptune water meter and R900 radio transmitters. Plus certified exit meter testing.	\$ 320,000.00	Mike Franks	(201) 445-8161
2003	East Fishkill	NY	Installation of 300 Invensys remote water meters with meter setter, and dual check valves.	\$ 80,000.00	Christine Mitchell	(845) 562-3430
2003	Dover	NY	Installation of water meters with outside remotes and meter setters.	\$ 8,000.00	Edward Mills III	(845) 486-3625
2002	Flemington	NJ	Supply & Installation of 1,000 Invensys remote and radio read meters. Plus certified meter testing.	\$ 205,000.00	Ralph Runge	(908) 782-8840
2002	Ambler	PA	Installation of 5,500 Neptune R900 radio transmitters.	\$ 200,000.00	William Weir	(215) 646-1000
2002	Reading	MA	Installation of 7,500 RAMAR radio transmitters.	\$ 135,000.00	David Lee	(781) 942-9018
2002	Hyde Park	NY	Installation of outside remote water meters and cut-in installation of new meters and setting equipment.	\$ 40,000.00	Edward Mills III	(845) 486-3625
2001	Waynesfield	OH	Supply & Installation of 163 remote water meters and 42 meter pits and appurtenances.		Jeffery Puthoff	(937) 497-0200
2001	Old Bridge	NJ	Supply and Installation of ABB Scancoder meters in both homes and pits along with RAMAR radio transmitters.	\$ 1,300,000.00	Michael Roy	(732) 679-8565
2001	Beachwood	NJ	Supply & Installation of 1,000 Invensys touch read remote water meters.		David Thesing	(732) 244-1090
2001	Saddlebrook	NJ	Installation of 400 Schlumberger water meters with R900 radio transmitters on commercial accounts. Plus certified exit meter testing.	\$ 325,000.00	Mike Nannini	(201) 641-0770
2001	Doylestown	PA	Installation of 850 Invensys SRII Touch pad water meters.	\$ 35,000.00	Craig Eaton	(215) 345-4140
2001	Brookwood Water Association	NJ	Supply & Cut-in Installation of 425 ABB Scancoder remote water meters.		Joe DeMarco	(908) 850-7185
1999-2001	Hazletton	PA	Installation of 5,000 Badger remote water meters.	\$ 250,000.00	John Synoski	(570) 455-9407
2000	Warrington Township	PA	Installation of 250 Sensus water meters with MXU radio and touch read backup.	\$ 20,000.00	Frank Corradi	(215) 768-6110
1999	Lyndhurst	NJ	Installation of 5,500 ABB water meters. Plus certified meter testing.	\$ 320,000.00	Dan Kaufman	(201) 939-8805

**NMS' Project History & References**

Date	City	State	Project Description	Contract Amt	Contact	Phone Number
1999	Fishkill	NY	Supply & Installation of 300 ABB Scancoder meters. Plus certified meter testing.	\$ 50,000.00		
1999	Ambler	PA	Installation of 498 Schlumberger ProRead Meters	\$ 22,000.00	Bill Weir	(215) 646-1000
1999	Spring Lake	NJ	Installation & Retrofit of 1,800 Sensus touch read meters. Plus certified meter testing.	\$ 133,000.00	Joe Gemmell	(732) 671-6400
1999	Lakehurst	NJ	Supply & Installation of 400 Badger pulse generator meter with outside remotes. Plus certified meter testing.	\$ 60,000.00	Alan Dittenhoffer	(732) 286-9220
1998	Verona	NJ	Supply & Installation of 350 Schlumberger ARB V remote water meters.	\$ 59,800.00	Hames Helb	(973) 857-4804
1998	Canajoharie	NY	Installation of 830 remote water meters.	\$ 159,000.00	Heather Blakely	(518) 435-7215
1998	Rockaway Township	NJ	Installation of 4300 ABB water meters with Itron ERTs. Plus certified exit meter testing.	\$ 285,000.00	Robert Sheard	(973) 983-2825
1998	Deptford	NJ	Installation of 2200 Schlumberger meters with Tele-Coder AMR.	\$ 146,000.00	Ed Deak	(609) 848-0200
1998	Wall Township	NJ	Installation of 6500 Schlumberger ProRead water meters. Plus certified exit meter testing.	\$ 372,000.00	Jim White	(732) 449-2700
1997	Garfield	NJ	Installation of 550 ABB Scancoder water meters.	\$ 115,000.00	Mike Nannini	(201) 641-0770
1997	Verona	NJ	Installation of 360 Schlumberger ARB V remote water meters.	\$ 64,850.00	James Helb	(973) 857-4804
1997	Elizabeth	NJ	Installation of 1,200 Hersey pulse generator water meters with outside remotes. Plus certified exit meter testing.	\$ 72,030.00	Ray Zwarez	

Tab 9

Underground  
Utility and  
Excavation  
Certification

Ron DeSantis, Governor



Melanie S. Griffin, Secretary



**STATE OF FLORIDA**  
**DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**  
**CONSTRUCTION INDUSTRY LICENSING BOARD**

THE UNDERGROUND UTILITY & EXCAVATION CO HEREIN IS CERTIFIED UNDER THE  
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES



**MARTIN, PETER HENRY**

NATIONAL METERING SERVICES, INC.  
163 SCHUYLER AVE  
KEARNY  
NJ 07032

**LICENSE NUMBER: CUC1224998**

**EXPIRATION DATE: AUGUST 31, 2024**

Always verify licenses online at [MyFloridaLicense.com](http://MyFloridaLicense.com)

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.



ATTACHMENT A  
CONTRACT

THIS AGREEMENT, made and entered into, this 2 day of July, A.D., 2024, by and between the CITY OF HOLLYWOOD, Florida, a municipal corporation of the State of Florida, part of the first part, (hereinafter sometimes called the "CITY"), and

**NATIONAL METERING SERVICES, INC.**

party of the second part (hereinafter sometimes called the "CONTRACTOR").

WITNESSETH: The parties hereto, for the considerations herein-after set forth, mutually agree as follows:

Article 1. Scope of Work: The CONTRACTOR shall furnish all labor, materials, and equipment and perform all work in the manner and form provided by the Contract Documents, for:

**Lead And Copper Rule Revisions (LCRR) Service Line Material Inventory  
IFB-082-23-JJ**

Article 2. The Contract Sum: The CITY shall pay to the CONTRACTOR, for the faithful performance of the Contract, in lawful money of the United States of America, and subject to additions and deductions as provided in the Contract Documents, as follows:

Based upon the prices shown in the Proposal heretofore submitted to the CITY by the CONTRACTOR, a copy of said Proposal being a part of these Contract Documents, the aggregate amount of this Contract being the sum of Four Hundred Fourteen Thousand Two Hundred Seventy-Five Dollars and Zero Cents (\$414,275.00).

Article 3. Partial and Final Payments: In accordance with the provisions fully set forth in the "General Conditions" of the "Specifications", and subject to additions and deductions as provided, the CITY shall pay the CONTRACTOR as follows:

- (a) On the 15th day, or the first business day thereafter, of each calendar month, the CITY shall make partial payments to the CONTRACTOR on the basis of a duly certified and approved estimate of work performed during the preceding calendar month by the CONTRACTOR, less five percent (5%) of the amount of such estimate which is to be retained by the CITY until all work has been performed strictly in accordance with this Agreement and until such work has been accepted by the CITY. The parties' rights and obligations regarding retainage are further specified in Sections 2s18.735 and 255.078, Florida Statutes, as applicable.
- (b) Upon submission by the CONTRACTOR of evidence satisfactory to the CITY that all payrolls, material bills and other costs incurred by the CONTRACTOR in connection with the construction of the WORK have been paid in full, and also, after all guarantees that may be required in the Specifications have been furnished and are found acceptable by the CITY, final payment on account of this Agreement shall be made within sixty (60) days after

completion by the CONTRACTOR of all work covered by this Agreement and acceptance of such work by the ENGINEER and approved by the CITY.

Article 4. Time of Completion: The CONTRACTOR shall commence work to be performed under this Contract within ten (10) consecutive calendar days after date of written Notice To Proceed and shall fully complete the Contract in accordance within the Contract Documents and meet all intermediate milestone completion dates required after said date of written notice as set forth in the Proposal, as may be modified by Instructions to Bidders, and stated in the Notice to Proceed.

It is mutually agreed between the parties hereto, that time is the essence, and in the event that construction of the WORK is not completed within the Contract Time and per intermediate dates, as may have been modified solely in accordance with the General Conditions of this Contract, that from the compensation otherwise to be paid to the CONTRACTOR, the CITY is authorized and shall retain, for each day thereafter, Sundays and holidays included, the sum set forth in the Supplementary General Conditions of this Contract as liquidated damages sustained by the CITY in the event of such default by the CONTRACTOR, or shall withhold such compensation for actual and consequential damages as may be stated therein or contemplated therefrom.

Article 5. Additional Bond: It is further mutually agreed between the parties hereto, that if, at any time after the execution of this Agreement and the Payment and Performance Bonds required herein for the express purpose of assuring the faithful performance of the Contractor's work hereto attached, the CITY shall deem the surety or sureties' to be unsatisfactory, or, if for any reason, said bonds cease to be adequate to cover the performance of the work, the CONTRACTOR shall, at his expense, within five (5) days after receipt of notice from the CITY furnish an additional bond or bonds in such form and amount, and with such surety or sureties as shall be satisfactory to the CITY. In such event, no further payment to the CONTRACTOR shall be deemed to be due under this agreement until such new or additional security for the faithful performance of the work shall be furnished in manner and form satisfactory to the CITY.

Article 6. Contract Documents: All of the documents hereinafter listed form the Contract and they are as fully a part of the Contract as if hereto attached, or repeated in this Agreement:

1.	Introduction	15.	General Terms and Conditions
2.	Special Terms and Conditions	16.	Scope of Services
3.	Submittal Checklist Form	17.	Contract
4.	Acknowledgement and Signature Page	18.	Drug-Free Workplace Program
5.	Bid Form	19.	Solicitation, Giving, and Acceptance...
6.	Vendor Reference Form	20.	W-9 (Request for Taxpayer Identification)
7.	Hold Harmless and Indemnity Clause	21.	Performance Bond
8.	Proposal	22.	Payment Bond
9.	Non-Collusion Affidavit	23.	General Conditions, Public Utilities
10.	Sworn Statement...Public Entity Crimes	24.	Supplementary General Conditions
11.	Information Required from Bidders	25.	Addenda
12.	Certifications Regarding Debarment...	26.	Specifications

13.	Trench Safety Form	27.	Drawings
14.	Bid Guaranty Form	28.	List of Subcontractors

Article 7. The rate of wages and fringe benefits, or cash equivalent, for all laborers, mechanics and apprentices employed by any contractor or subcontractor on the work covered by the contract shall be not less than the prevailing rate of wages and fringe benefit payments or cash equivalent for similar skills or classifications of work as established by the General Wage Decision by the United States Department of Labor for Broward County, Florida that is in effect prior to the date the city issues its invitation for bids. If the General Wage Decision fails to provide for a fringe benefit rate for any worker classification, then the fringe benefit rate applicable to the worker classification shall be the fringe benefit rate applicable to the worker classification with a fringe benefit rate that has a basic hourly wage closest in dollar amount to the worker classification for which no fringe benefit rate has been provided.

Article 8. No additional work or extras shall be performed unless the same be duly authorized by appropriate action of the City.

Article 9. That in the event either party brings suit for enforcement of disagreement, the prevailing party shall be entitled to attorney's fees and court costs in addition to any other remedy afforded by law.

Article 10. The Contractor shall guarantee the complete project against poor workmanship and faulty materials for a period of twelve (12) months after final payment and shall immediately correct any defects which may appear during this period upon notification by the City or the Engineer.

Article 11. The making and acceptance of the final payment shall constitute a waiver of all claims by the Contractor, except those previously made and still unsettled.

\*\*\*\*\*  
IN WITNESS WHEREOF the parties hereto have executed this Agreement on the day and date first above written in three (3) counterparts, each of which shall, without proof or accounting for the other counterparts, be deemed an original contract:

THE CITY OF HOLLYWOOD, FLORIDA

Party of the First Part

DocuSigned by:

By:   
JOSH LEVY, MAYOR

(SEAL)



DS

DS  
FJ

DS  
VM

ATTEST:

DocuSigned by:



784415EE2C0C47E...

PATRICIA A. CERNY, MMC  
City Clerk

\*\*\*\*\*

CONTRACTOR  
Party of the Second Part

WHEN THE CONTRACTOR IS AN INDIVIDUAL:

Signed, sealed and delivered in the presence of:

\_\_\_\_\_  
(Witness)

\_\_\_\_\_  
(Signature of Individual)

(SEAL)

\_\_\_\_\_  
(Witness)

\_\_\_\_\_  
(Signature of Individual)

\*\*\*\*\*

WHEN THE CONTRACTOR IS A SOLE PROPRIETORSHIP OR OPERATES UNDER  
A TRADE NAME:

Signed, sealed and delivered in the presence of:

\_\_\_\_\_  
(Witness)

\_\_\_\_\_  
(Name of Firm)

\_\_\_\_\_  
(Witness)

\_\_\_\_\_  
(Signature of Individual)

(SEAL)

\*\*\*\*\*

WHEN THE CONTRACTOR IS A PARTNERSHIP:

\_\_\_\_\_  
(Witness)

\_\_\_\_\_  
(Name of Firm) a Partnership

\_\_\_\_\_  
(Witness)

BY: \_\_\_\_\_ (SEAL)  
(Partner)

\*\*\*\*\*

WHEN THE CONTRACTOR IS A CORPORATION:

Attest:

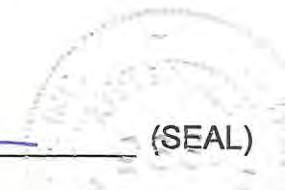


Secretary

NATIONAL Metering Services Inc.  
(Correct Name of Corporation)

BY: (SEAL)

President



**APPROVED AS TO FORM:**

DocuSigned by:

By



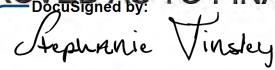
DOUGLAS R. GONZALES  
City Attorney

31026A9647F142A

**APPROVED AS TO FINANCE:**

DocuSigned by:

By



Stephanie Tinsley  
Financial Services Director

A3200B173E98424...

 DS  
D.G.

 DS  
F.J.

 DS  
V.M.

CERTIFICATE

*New Jersey*  
**STATE OF FLORIDA)**  
**COUNTY OF BROWARD**  
*Hudson*

**I HEREBY CERTIFY** that a meeting of the Board of Directors of Int'l Motor Sales,  
a corporation under the laws of the State of New Jersey, was held on 4-3-24,  
2024, and the following resolution was duly passed and adopted:

"RESOLVED, that William Castle as \_\_\_\_\_ President of the corporation,  
be and he is hereby authorized to execute the contracts on behalf of this  
corporation, and that his execution thereof, attested by the Secretary of  
the corporation and with corporate seal affixed, shall be the official act and  
deed of this corporation."

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of  
the corporation, this 3<sup>rd</sup> day of April, 2024.

  
\_\_\_\_\_  
Secretary

  
(SEAL)

- END OF SECTION -

Issued In Triplicate

PERFORMANCE AND PAYMENT BOND

(Public Work)

In compliance with F.S. Chapter 255.05(1)(a)

THE PROVISIONS AND LIMITATIONS OF SECTION 255.05 FLORIDA STATUTES, INCLUDING BUT NOT LIMITED TO THE NOTICE AND TIME LIMITATIONS IN SECTIONS 255.05(2), 255.05 (8) AND 255.05 (10), ARE INCORPORATED IN THIS BOND BY REFERENCE.

Bond No.: 22-5145

**CONTRACTOR:**

Name: National Metering Services, Inc.  
Address: 163 Schuyler Avenue  
Kearny, NJ 07032

Phone No. 201-246-1115

**SURETY:**

Name: The Ohio Casualty Insurance Company  
401 Plymouth Rd., Suite 450  
Address: Plymouth Meeting, PA 19462

Phone No.

**OWNER:**

Name: City of Hollywood  
Address: Dept. of Public Utilities, Engineering & Construction Services Division  
1621 N. 14<sup>th</sup> Avenue, Hollywood, FL 33020

Phone No.

**OBLIGEE:** (If contracting entity is different from the owner, the contracting public entity)

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

Phone N \_\_\_\_\_

Bond Amount: \$414,275.00 Project Number: IFB-082-23-JJ

Description of Work: Lead and Copper Rule Revisions (LCRR) Service Line Material Inventory

Project Location: Hollywood, FL

**ATTACHMENT A**  
**PERFORMANCE BOND Bond no. 015223556**

**KNOW ALL MEN BY THESE PRESENTS:**

That we National Metering Services, Inc. 163 Schuyler Ave., Kearny NJ 07032 (201) 246-1115,

<u>Name</u>	<u>Address</u>	<u>Tel. No.</u>
<u>as Principal, and The Ohio Casualty Insurance Company, 401 Plymouth Rd., Suite 450, Plymouth Meeting, PA 19462</u>		
<u>Name</u>	<u>Address</u>	<u>Tel. No. (800)843-6446</u>

as Surety, are held and firmly bound unto the City of Hollywood in the sum of Four Hundred Fourteen Thousand Two Hundred Seventy Five & 00/100 Dollars (\$ 414,275.00 ), for the payment of said sum we bind ourselves, our heirs, executors, administrators and assigns, jointly and severally, for the faithful performance of a certain written contract, dated the 2nd day of July, 2024 entered into between the Principal and the City of Hollywood, Florida, for the installation of **Lead And Copper Rule Revisions (LCRR) Service Line Material Inventory, IFB-082-23-JJ.**

A copy of said Contract, **No. 22-5145** is incorporated herein by reference and is made a part hereof as if fully copied herein.

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION ARE SUCH, that if the Principal shall in all respects comply with the terms and conditions of said Contract and his obligations thereunder, including all of the Contract Documents (that include the Introduction, Special Terms and Conditions, Scope of Services, General Terms & Conditions, Submittal Checklist Form, Instructions to Bidders, Proposal, Proposal Bid Form, Basis of Payment, Bid Guaranty Form, Trench Safety Form, Information Required from Bidders, Vendor Reference Forms, Hold Harmless and Indemnity Clause, Non-Collusion Affidavit, Sworn Statement...Public Entity Crimes, Certifications Regarding Debarment..., Drug-Free Workplace Program, Solicitation, Giving, and Acceptance..., Contract, Performance Bond, Payment Bond, General and Supplementary General Conditions, Technical Specifications, Addenda and Drawings), therein referred to and made a part thereof, and such alterations as may be made in said Drawings and Specifications as therein provided for, and shall indemnify and save harmless the City of Hollywood against and from all expenses, damages, injury or conduct, want of care of skill, negligence or default, including patent infringement on the part of said Principal, his agents or employees, in the execution or performance of said Contract, including errors in the Drawings furnished by said Principal, and further, if the Principal shall promptly make payments to all who supply him, with labor and/or materials, used directly or indirectly by the Principal in the prosecution of the work provided for in said Contract, then this obligation shall be null and void; otherwise, the Principal and Surety, jointly and severally, agree to pay the City of Hollywood any difference between the sum that the City of Hollywood may be obliged to pay for the completion of said work, by Contract or otherwise, and the sum that the City of Hollywood would have been obliged to pay for the completion said work had the Principal properly executed all of the provisions of said Contract, and any damages, whether direct, indirect, or consequential, which the City of Hollywood may incur as a result of the failure of the said Principal to properly execute all of the provisions of said Contract.

AND, the said Principal and Surety hereby further bind themselves, their successors, executors, administrators and assigns, jointly and severally, that they will amply and fully protect the City of Hollywood against, and will pay any and all amounts, damages, costs and judgments which may be recovered against or which the Owner may be called upon to pay to any person or corporation by reason of any damage arising from the performance of the said work, repair or maintenance thereof, or the manner of doing the same, or his agents or his servants, or the infringements of any patent rights by reason of the use of any material furnished or work done, as aforesaid or otherwise.

AND, the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or the Specifications and Drawings accompanying the same, shall in any way affect its obligations on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work or to the Specifications and Drawings.

WHEN THE PRINCIPAL IS AN INDIVIDUAL:

Signed, sealed and delivered in the presence of:

---

(Witness)

---

(Signature of Individual)

---

(Address)

---

(Printed Name of Individual)

---

(Witness)

---

(Address)

WHEN THE PRINCIPAL IS A SOLE PROPRIETORSHIP OR OPERATES UNDER A TRADE NAME:

Signed, sealed and delivered in the presence of:

---

(Witness)

---

(Name of Firm)

---

(Address)

By: \_\_\_\_\_ (Seal)  
(Signature of Individual)

---

(Witness)

---

(Address)

WHEN THE PRINCIPAL IS A PARTNERSHIP:

Signed, sealed and delivered in the presence of:

(Witness)

(Name of Partnership)

(Address)

By: \_\_\_\_\_ (Seal)  
(Partner)

(Witness)

(Printed Name of Partner)

(Address)

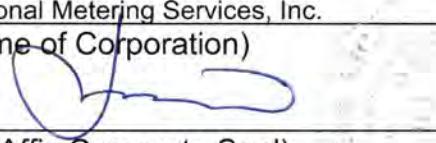
\*\*\*\*\*

WHEN THE PRINCIPAL IS A CORPORATION:

Attest:

John Castle  
(Secretary)

National Metering Services, Inc.  
(Name of Corporation)

By:  (Seal)  
(Affix Corporate Seal)

Richard Verdier  
(Printed Name)

Vice President  
(Official Title)

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, John Castle, certify that I am the Secretary of the corporation named as Principal in the within bond; that Richard Verdier, who signed the said bond on behalf of the Principal was then Vice President of said corporation; that I know his signature, and his signature thereto is genuine; and that said Bond was duly signed, sealed and attested for and on behalf of said corporation by authority of its governing body.

John Castle (SEAL)  
Secretary

TO BE EXECUTED BY CORPORATE SURETY

Attest:

*Nicole Kaetzel*  
 (Secretary)  Nicole Kaetzel  
 Witness

The Ohio Casualty Insurance Company  
 (Corporate Surety)

401 Plymouth Rd., Suite 450  
 (Business Address)  
 Plymouth Meeting, PA 19462

By: *Pamela B. Lipkin-Sauertig*  
 (Affix Corporate Seal)

Pamela B. Lipkin-Sauertig  
 (Attorney-In-Fact)

USI Insurance Services, LLC  
 (Name of Local Agency)

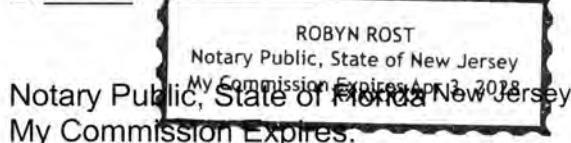
180 Park Avenue, 1st Floor  
 (Business Address)

Florham Park, NJ 07932

STATE OF ~~FLORIDA~~  
 New Jersey

Before me, a Notary Public, duly commissioned, qualified and acting, personally appeared, Pamela Lipkin-Sauertig to me well known, who being by me first duly sworn upon oath, says that he is the attorney-in-fact for the The Ohio Casualty Insurance Company and that he has been authorized by The Ohio Casualty Insurance Company to execute the foregoing bond on behalf of the CONTRACTOR named therein in favor of the City of Hollywood, Florida.

Subscribed and sworn to before me this 14th day of May, 20 24.



APPROVED AS TO FORM:

By Douglas Gonzales  
 Douglas R. Gonzales  
 City Attorney

ds  
DG

ds  
FJ

ds  
VM

APPROVED AS TO FINANCE:

By Stephanie Tinsley  
 Stephanie Tinsley  
 Financial Services Director

ds  
A52005173E98424...

- END OF SECTION -

ATTACHMENT APAYMENT BOND

Bond no. 015223556

KNOW ALL MEN BY THESE PRESENTS:

That we, <u>National Metering Services, Inc.</u>	<u>163 Schuyler Ave., Kearny, NJ 07032</u>	<u>(201) 246-1115</u>
Name	Address	Tel. No.

As Principal and <u>The Ohio Casualty Insurance Company, 401 Plymouth Rd., Suite 450, Plymouth Meeting, PA 19462</u>		
Name	Address	Tel. No.

(800) 843-6446

as Surety, are held and firmly bound to the CITY OF HOLLYWOOD, FLORIDA herein called the City, in the sum of Four Hundred Fourteen Thousand Two Hundred Seventy Five & 00/100

Dollars (\$ 414,275.00) for the payment of said sum we bind ourselves, our heirs, executors, administrators and assigns, jointly and severally, for the faithful performance of a certain written contract dated the 2nd day of July, 2024, entered into between the Principal and the City of Hollywood, Florida for the **Lead And Copper Rule Revisions (LCRR) Service Line Material Inventory, IFB-082-23-JJ / 22-5145.**

Which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

THE CONDITION of this bond is that if Principal promptly makes payments to all claimants defined in Section 255.05 (1), F.S., supplying Principal with labor, materials or supplies used directly or indirectly by principal in the prosecution of the work provided for in the Contract, then this bond shall be null and void and of no further force and effect; otherwise to remain in full force and effect.

Said surety for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or any other changes in or under contract documents and compliance or noncompliance with any formalities connected with the contract does not affect Surety's obligation under this bond and Surety waives notice of any such change, extension of time, alteration or addition to the terms of the Contract or any other changes, compliance, or noncompliance to the terms of the Contract or to the Work or to the Specifications.

This bond is furnished pursuant to the statutory requirements for bond on public works projects being Florida Statute 255.05. Claimants are hereby notified that the Statute 255.05(2) specifically requires that notice be given to Contractor within 45 days after beginning to furnish labor, materials or supplies for the prosecution of the work that claimants intends to look to the bond for protection. Further notice is hereby given claimants that written notice of nonpayment within ninety (90) days after performance of the labor or after complete delivery of the materials or supplies must be delivered to the Contractor and to the Surety. Further notice is hereby given that no action for labor, materials or supplies may be instituted against the Contractor or the Surety on the bond after one year for the performance of the labor or completion of delivery of the materials or supplies.

Without modifying the foregoing, this bond shall be construed as requiring of the principal and surety no more and no less than is specified in F.S. 255.050.

SIGNED AND SEALED, this 14th day of May, 2024.

**PRINCIPAL:**

ATTEST:

John Castle

John Castle

(SEAL)

**SURETY:**

National Metering Services, Inc.

John Castle, VP

(Signature)

Vice President

(Title)

The Ohio Casualty Insurance Company

(Surety)

ATTEST:

Nicole Kaetzel

Nicole Kaetzel, Witness

Pamela B. Lipkin-Sauertig

(Signature)

Pamela B. Lipkin-Sauertig

(Attorney-in-Fact)

**APPROVED AS TO FORM:**

DocuSigned by:

By Douglas Gonzales  
Douglas R. Gonzales  
City Attorney

DG

DS  
FJ

31026A9647F142A

**APPROVED AS TO FINANCE:**

DocuSigned by:

By Stephanie Tinsley  
Stephanie Tinsley  
Financial Services Director

A5200B173E98424

- END OF SECTION -



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company  
The Ohio Casualty Insurance Company  
West American Insurance Company

Certificate No: 8205954-984294

## POWER OF ATTORNEY

**KNOWN ALL PERSONS BY THESE PRESENTS:** That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Michael Culnen, Pamela B. Lipkin-Sauertig, Robyn Rost, Vicki Elizabeth Alfonso, all of the city of Florham Park, state of NJ each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

**IN WITNESS WHEREOF**, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 14th day of July 2021.



Liberty Mutual Insurance Company  
The Ohio Casualty Insurance Company  
West American Insurance Company

By: 

David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss  
COUNTY OF MONTGOMERY

On this 14th day of July, 2021, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

**IN WITNESS WHEREOF**, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal  
Teresa Pastella, Notary Public  
Montgomery County  
My commission expires March 28, 2025  
Commission number 1126044  
Member, Pennsylvania Association of Notaries

By: 

Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

### ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

### ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

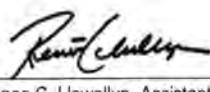
**Certificate of Designation** – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

**Authorization** – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, of Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company do hereby certify that this power of attorney executed by said Companies is in full force and effect and has not been revoked.

**IN TESTIMONY WHEREOF**, I have hereunto set my hand and affixed the seals of said Companies this 14th day of May 2024



By: 

Renee C. Llewellyn, Assistant Secretary

ACORD™

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
6/18/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERNS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER		CONTACT NAME: Katlen M. Yesse	
USI Insurance Services, LLC 180 Park Avenue Suite 103 Florham Park, NJ 07932		PHONE (A/C, No, Ext): 973 965-3100	FAX (A/C, No): 610 537-2349
		E-MAIL ADDRESS: katlen.yesse@usi.com	
		INSURER(S) AFFORDING COVERAGE	NAIC #
		INSURER A: Travelers Property Cas. Co. of America	25674
		INSURER B: Phoenix Insurance Company	25623
		INSURER C: Standard Security Life Ins. Co. of NY	69078
		INSURER D: Westchester Surplus Lines Insurance Co.	10172
		INSURER E: Travelers Indemnity Company of CT	25682
		INSURER F:	

COVERAGES			CERTIFICATE NUMBER:			REVISION NUMBER:			
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.									
INSR LTR	TYPE OF INSURANCE		ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	COMMERCIAL GENERAL LIABILITY		X	X	DTCO4W563523TIL24	04/14/2024	04/14/2025	EACH OCCURRENCE	\$1,000,000
	CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$300,000
								MED EXP (Any one person)	\$5,000
								PERSONAL & ADV INJURY	\$1,000,000
								GENERAL AGGREGATE	\$2,000,000
E	AUTOMOBILE LIABILITY		X	X	8104W5546802426G	04/14/2024	04/14/2025	PRODUCTS - COMP/OP AGG	\$2,000,000
	ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS							COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
	HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY							BODILY INJURY (Per person)	\$
	X Phys Damage <input type="checkbox"/>							BODILY INJURY (Per accident)	\$
								PROPERTY DAMAGE (Per accident)	\$
A	UMBRELLA LIAB		X	X	CUP4W56465A2426	04/14/2024	04/14/2025	EACH OCCURRENCE	\$5,000,000
	EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE							AGGREGATE	\$5,000,000
	DED <input type="checkbox"/> RETENTION \$								\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		Y / N	N / A	UB4W5648702426G	04/14/2024	04/14/2025	X PER STATUTE	OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> (Mandatory in NH)							E.L. EACH ACCIDENT	\$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE - EA EMPLOYEE	\$1,000,000
								E.L. DISEASE - POLICY LIMIT	\$1,000,000
C	NY Disability				R99838000	01/01/2024	01/01/2025	Statutory Limits	
D	Pollution				G74425082001	02/14/2024	04/15/2025	Limit: \$2,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Project No. 22-5145, Project Name: Lead and Copper Rule Revisions (LCRR) Service Line Material

Inventory IFB-082-23-JJ., Project Location: Hollywood, FL.

The General Liability and Automobile Liability policies include an automatic Additional Insured endorsement that provides Additional Insured status to the City of Hollywood only when there is a written contract that requires such status, and only with regard to work performed by or on behalf of the named insured.

CERTIFICATE HOLDER

CANCELLATION

City of Hollywood Department of Public Utilities, ESSD 1621 N 14th Avenue Hollywood, FL 33020	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE  <i>Will Scott</i>

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City of Hollywood  
**Public Utilities**  
 Vincent Morello, Director  
 2600 Hollywood Boulevard, Hollywood, FL 33020  
 (954) 921-3299

**ADDENDA REPORT**  
**IFB No. IFB-126-23-JJ**

**Lead And Copper Rule Revisions (LCRR) Service Line Material Inventory (Re-Bid) FY-2024**

RESPONSE DEADLINE: November 20, 2023 at 3:00 pm

Monday, February 5, 2024

**Addenda Issued:**

**Addendum #1**

*Oct 30, 2023 11:01 AM*

Please use the [See What Changed](#) link to view all the changes made by this addendum.

**Addendum #2**

*Nov 6, 2023 12:43 PM*

Please use the [See What Changed](#) link to view all the changes made by this addendum.

**Addendum #3**

*Nov 13, 2023 8:42 AM*

Please use the [See What Changed](#) link to view all the changes made by this addendum.

**Addenda Acknowledgements:**

**Addendum #1**

Proposal	Confirmed	Confirmed At	Confirmed By
National Metering Services, Inc.	X	Nov 8, 2023 3:41 PM	william castle

**Addendum #2**

Proposal	Confirmed	Confirmed At	Confirmed By
National Metering Services, Inc.	X	Nov 8, 2023 3:41 PM	william castle

**Addendum #3**

Proposal	Confirmed	Confirmed At	Confirmed By
National Metering Services, Inc.	X	Nov 15, 2023 12:23 PM	william castle

**ADDENDA REPORT**

Invitation For Bid - Lead And Copper Rule Revisions (LCRR) Service Line Material Inventory (Re-Bid) FY-2024



City of Hollywood  
Public Utilities  
Vincent Morello, Director  
2600 Hollywood Boulevard, Hollywood, FL 33020  
(954) 921-3299

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## QUESTION & ANSWER REPORT

IFB No. IFB-126-23-JJ

### Lead And Copper Rule Revisions (LCRR) Service Line Material Inventory (Re-Bid) FY-2024

RESPONSE DEADLINE: November 20, 2023 at 3:00 pm

Monday, February 5, 2024

### Approved, Unanswered Questions

### Approved, Answers Provided

#### 1. License requirements

*Oct 9, 2023 2:51 PM*

**Question:** What are the required licenses to perform this work?

*Oct 9, 2023 2:51 PM*

**Answered by Wilhelmina Montero:** A General Contractor License is required.

*Oct 30, 2023 4:51 PM*

#### 2. No subject

*Oct 30, 2023 4:53 PM*

**Question:** Will an underground utility and excavation license be accepted to perform this work?

*Oct 30, 2023 4:53 PM*

**Answered by Jean Joinville:** Yes, an underground utility and excavation license will be accepted to perform this work.

*Nov 2, 2023 2:54 PM*

**ATTACHMENT B**  
**GENERAL CONDITIONS, PUBLIC UTILITIES**  
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**ATTACHMENT B  
GENERAL CONDITIONS, PUBLIC UTILITIES**

**CITY OF HOLLYWOOD, FLORIDA  
GENERAL CONDITIONS  
FOR CONSTRUCTION CONTRACTS**

**ARTICLE 1 - DEFINITIONS**

In the interpretation of these Contract Documents the following terms shall have the meaning indicated:

**ADDENDA** - Written or graphic instruments issued prior to the opening of Bids which clarify, correct or change the Contract Documents.

**CHANGE ORDER** - A written order to CONTRACTOR executed in accordance with City procurement procedures, as amended authorizing an addition, deletion or revision in the work, or an adjustment in the Contract Price or the Contract Time, issued after the date of Award.

**CITY (OWNER)** - The City of Hollywood, Florida.

**COMMISSION** - The City Commission of the City of Hollywood, Florida, being the legislative body of the CITY as set forth in the City of Hollywood Charter.

**CONTRACT** - The written agreement between the CITY and the CONTRACTOR covering the work to be performed in accordance with the other Contract Documents which are attached to the Contract and made a part thereof.

**CONTRACTOR** - The person, firm, or corporation with whom the CITY has entered into the Contract.

**CONTRACT DOCUMENTS** - The Notice to Bidders, Instruction to Bidders, Proposal, Information Required of Bidders, all Bonds, Agreement, and all supporting documents, these General Requirements and Covenants, the Specifications, Drawings and Permits, together with all Addenda and Change Orders issued with respect thereto.

**CONTRACT PRICE** - Total monies payable by the CITY to the CONTRACTOR under the terms and conditions of the Contract Documents.

**CONTRACT TIME** - The number of days agreed to in the Proposal, commencing with the date of the Notice to Proceed for completion of the work.

**CONTROL** - shall mean having the primary power, direct or indirect, to influence the management of a business enterprise. The controlling party must have the demonstrable ability to make independent and unilateral business decisions on a day-to-day basis, as well as the independent and unilateral ability to make decisions which may influence and chart the future course of the business.

**DATE OF SUBSTANTIAL COMPLETION** - The date when the work on the project, or specified part thereof, is substantially completed in accordance with the Contract Documents, such that

the CITY can occupy or utilize the project or specified part thereof for the use and purpose for which it was intended as determined and accepted by the Engineer.

**DAY**S - Calendar days of 24 hours measured from midnight.

**DRAWINGS** - The drawings which show the character and scope of the work to be performed and which have been prepared by the DESIGN ENGINEER approved by ENGINEER and are referred to in and are a part of the Contract Documents.

**ENGINEER** - The Director of Public Utilities of the CITY of Hollywood, Florida, or his authorized designee.

**EXCUSABLE DELAY** - Delay caused by the CITY, hurricane, tornadoes, fires, floods, epidemics or labor strikes.

**GENERAL CONDITIONS** - That segment of the Contract Specifications incorporating the Provisions common to all CITY Construction Contracts.

**INEXCUSABLE DELAY** - Any delay caused either (i) by events or circumstances within the control of the CONTRACTOR not specified in the definition of excusable delay.

**INSPECTOR** - The authorized field representative of the ENGINEER.

**LIQUIDATED DAMAGES** - The amount prescribed in the General Requirements to be paid the CITY, or to be deducted from any payments due the CONTRACTOR for each day's delay in completing the whole or any specified portion of the work beyond the Contract Time.

**NOTICE OF AWARD** - The written notice by the CITY to the successful Bidder stating that upon his execution of the Agreement and other requirements as listed therein within the time specified the CITY will sign and deliver the Agreement.

**NOTICE TO PROCEED** - A written notice by the ENGINEER to the CONTRACTOR fixing the date on which the Contract Time will commence to run and on which the CONTRACTOR shall start to perform his obligation under the Contract Documents.

**"OR EQUAL"** - Equivalent or superior in construction, efficiency and effectiveness to a type, brand, model or process called out in the Contract Documents to establish a basis of quality as determined by the ENGINEER.

**SHOP DRAWINGS** - All certified affidavits, drawings, diagrams, illustrations, schedules and other data which are specifically prepared by CONTRACTOR, a Subcontractor, manufacturer, fabricator, supplier or distributor to illustrate some portion of the work and all illustrations, brochures, standard schedules, performance charts, instructions, diagrams and other information prepared by a manufacturer, fabricator, supplier or distributor and submitted by CONTRACTOR to illustrate material or equipment for some portion of the WORK.

**SPECIFICATIONS** - Division 1 through 17 of these Contract Documents, consisting of administrative details and written technical descriptions of materials, equipment, standards and workmanship.

**SUPPLEMENTARY CONDITIONS** - Division 1 of the Contract Specifications incorporating the provisions peculiar to a specific project.

**SUBCONTRACTOR** - An individual, firm or corporation having a direct contract with **CONTRACTOR** or with any other Subcontractor for the performance of a part of the work

**SURETY** - The person, firm or corporation responsible for the Bidder's acts in the execution of the Contract, or which is bound to the CITY with and for the **CONTRACTOR** to insure performance of the Contract and payment of all obligations pertaining to the work.

**WORK** - All the work materials or products specified, indicated, shown or contemplated in the Contract Documents to construct and complete the improvement, including all alterations, modifications, amendments or extension thereto made by Change Orders.

## ARTICLE 2 - ORGANIZATIONAL ABBREVIATIONS

Abbreviations of organizations which may be used in these Specifications are:

AASHTO: American Association of State Highway and Transportation Officials

ACI: American Concrete Institute

AIA: American Institute of Architects

AISC: American Institute of Steel Construction

AITC: American Institute of Timber Construction

ANSI: American National Standards Institute

APWA: American Public Works Association

ASTM: American Society for Testing and Materials

ASCE: American Society of Civil Engineers

ASME: American Society of Mechanical Engineers

ASHRAE: American Society of Heating, Refrigerating and Air Conditioning Engineers

AWPA: American Wood Preservers Association

AWWA: American Water Works Association

AWS: American Welding Society

BCEQCB: Broward County Environmental Quality Control Board

CRSI: Concrete Reinforcing Steel Institute

FDEP: Florida Department of Environmental Protection

FDNR: Florida Department of Natural Resources

FDOT: Florida Department of Transportation

FPL: Florida Power and Light

IEEE: Institute of Electrical and Electronic Engineers

NACE: National Association of Corrosion Engineers

NCPI: National Clay Pipe Institute

NEC: National Electrical Code  
NEMA: National Electrical Manufacturers Association  
NFPA: National Fire Protection Association  
OSHA: Occupational Safety and Health Act  
PCI: Prestressed Concrete Institute  
SFBC: South Florida Building Code, Broward Edition, Latest Revision  
SFWMD: South Florida Water Management District  
SSPC: Structural Steel Painting Council  
UL: Underwriters' Laboratories, Inc.  
UNCLE: Utility Notification Center for Location before Excavation (1-800-432-4770)  
USEPA: United States Environmental Protection Agency  
USGS: United States Geological Survey  
WWEMA: Water and Wastewater Equipment Manufacturers Association

## ARTICLE 3 - MISCELLANEOUS PRELIMINARY MATTERS

### 3.1 Contract Document Discrepancies:

Any discrepancies, conflicts, errors or omissions found in the Contract Documents shall be promptly reported to the ENGINEER who will issue a correction, if necessary, in writing. The CONTRACTOR shall comply with any corrective measures regarding the same as prescribed by the ENGINEER.

### 3.2 Submissions:

Unless indicated otherwise in the Contract Documents, within seven days subsequent to the CONTRACTOR executing and submitting the required documents of Article 2.13 in Section II - Special Terms and Conditions, the CONTRACTOR shall submit to the ENGINEER an estimated progress schedule indicating the starting and completion days of the various stages of the work. A preliminary Schedule of Values and a preliminary schedule of Shop Drawing submissions may also be required by Section 01300 of Division 1 - General Requirements.

### 3.3 Pre-construction Conference:

The Contractor will be required to attend a mandatory Pre- Construction Conference for review of the above schedules, establishing procedures and establishing a working understanding among the parties as to the work.

### 3.4 Contract Time:

The Contract Time will commence on the date of the Notice to Proceed and shall exist for the total number of days as specified in Attachment C – Supplementary General Conditions, Section 1, Project Schedule as modified by any subsequent Change Orders, Unless the CONTRACTOR fails to complete the requirements of Section II - Special Terms and Conditions, the additional time in days (including weekends) required to correctly complete the documents will be deducted by CITY from the Contract Time specified by the CONTRACTOR in this Proposal.

### 3.5 Computation of Time:

When any period of time is referred to the Contract Documents by days, it shall be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a legal holiday, such day shall be omitted from the computation.

### 3.6 Commencement of Work:

The CONTRACTOR shall not perform work at the site prior to the date of the Notice to Proceed.

### 3.7 Extension of Contract Time:

Extensions of time shall be based solely upon the effect of delays to the work as a whole. Extensions of time shall not be granted for delays to the work, unless the CONTRACTOR can clearly demonstrate, through schedule analysis, that the delay to the work as a whole arose in accordance with Article 11, Changes in Contract Time and that such delays did or will, in fact, delay the progress of work as a whole. Time extensions shall not be allowed for delays to parts of the work that are not on the critical path of the Project schedule. Time extensions shall not be granted until all float or contingency time, at the time of the delay, available to absorb specific delays and associated impacts, is used.

3.8 Notice and Service Thereof:

All notices, demands, requests, instructions, approvals and claims shall be in writing. Notices, demands, etc. shall be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered or certified mail, postage prepaid, to the business address as defined at the Pre-Construction Conference.

3.9 Separate Contract:

The CITY reserves the right to let other Contracts in connection with this Project. The CONTRACTOR shall afford other Contractors reasonable opportunity for the introduction and storage for their materials and the execution of their work and shall properly connect and coordinate his work with theirs.

3.10 Assignments of Contract:

No assignment by the CONTRACTOR of the Contract or of any part thereof, or any monies due or to become due thereunder shall be made.

3.11 Patents:

It is mutually understood and agreed that without exception, Contract prices are to include all royalties and costs arising from patents, trademarks, and copyrights in any way involved in the work. It is the intent that whenever the Contractor is required or desired to use any design, device, material or process covered by letters, patent, or copyright, the right for such use shall be provided for by suitable legal agreements with the Patentee or Owner and a copy of this agreement shall be filed with the ENGINEER. However, whether or not such an agreement is made or filed as noted, the CONTRACTOR and the Surety in all cases shall indemnify and save harmless the CITY from any and all claims for infringement by reason of the use of any such patented design, device, material or process, to be performed under the Contract, and shall indemnify the said CITY from any costs, expenses, and damages which it may be obliged to pay, by reason of such infringement, at any time during the prosecution or after the completion of the work.

3.12    Federal Excise Tax:

The forms needed for applying for exemption certificates for materials and equipment, normally subject to the Federal Excise Tax, may be obtained from the Director of Internal Revenue, Jacksonville, Florida.

The CONTRACTOR is solely responsible for obtaining the desired exemption certificate from the Federal Government.

3.13    Savings Due to Excise Tax Exemptions:

The Bidder shall include in the Bid price the estimated cost of all goods, supplies and equipment which will be incorporated in the Work and the taxes that the Bidder would be required to pay if the Bidder were to purchase such goods, supplies or equipment. By subsequent Change Order(s), the parties shall reduce the Bid price to reflect any goods, supplies and equipment purchased directly by City and the resulting tax savings due to City's exemption from Excise Taxes.

CONTRACTOR shall pay all sales, consumer, use and other similar taxes required to be paid by CONTRACTOR in accordance with the laws and regulations of the State of Florida and its political subdivisions. Consistent with the tax exemption for municipalities provided by state law, CITY and CONTRACTOR shall jointly operate so that CITY may purchase directly, goods, supplies and equipment which will be incorporated into the Work. The goods, supplies and equipment that will be purchased by CITY shall be approved in advance by the parties.

With respect to all goods, supplies and equipment to be purchased by CITY, CONTRACTOR shall, on behalf of CITY, take all actions necessary and appropriate to cause all purchases to be made and shall be responsible for delivery of all such goods, supplies and equipment, including verification of correct quantities and documents or orders, coordination of purchases and delivery schedules, sequence of delivery, unloading, handling and storage through installation, obtaining warranties and guarantees required by the Contract Documents, inspection and acceptance of the goods, supplies and equipment at the time of delivery, and other arrangements normally required for the particular goods, supplies or equipment purchased. Unless otherwise directed by CITY, such actions shall also include taking the lead in efforts to resolve any and all disputes with the vendor. CONTRACTOR shall ensure that each vendor of goods, supplies and equipment purchased by CITY agrees in writing to the terms and conditions contained in CITY'S standard purchase order, which terms and conditions are set forth in Attachment C - Supplementary General Conditions of the Contract Documents. Even though CITY may purchase such goods, supplies and equipment, the goods, supplies and equipment shall be stored at the site in the same manner as goods, supplies and equipment purchased by CONTRACTOR.

CONTRACTOR shall hold CITY harmless from delays in manufacturing, delivery, and other unforeseen conditions that may arise as part of the procurement of CITY-purchased goods, supplies and equipment.

3.14 Overtime Work:

The CONTRACTOR shall receive no additional compensation for overtime work, i.e., work in excess of eight hours in any one calendar day or 40 hours in any one calendar week, even though such overtime work may be required under emergency conditions and may be ordered by the ENGINEER in writing. Additional compensation will be paid the CONTRACTOR for overtime work only in the event extra work is ordered by the ENGINEER and the Change Order specifically authorizes the use of overtime work and then only to such extent as overtime wages are regularly being paid by the CONTRACTOR for overtime work of a similar nature in the same locality.

3.15 Inspections and Testing during Overtime:

The CONTRACTOR shall establish a normal work schedule which does not exceed eight hours per day in a normal work day nor 40 hours per week in a normal work week. Normal work days shall be Monday through Friday. Whenever CONTRACTOR's work requires scheduled overtime, unless such overtime work is specifically required by the Contract Documents, CONTRACTOR shall reimburse the CITY for the extra costs incurred for providing Inspectors. Overtime shall be scheduled only after CONTRACTOR obtains written permission from the CITY. A change order shall be prepared to cover the CITY costs. Inspector costs shall be charged to the CONTRACTOR at a rate of \$80.00 per hour with a minimum of four hours charged for weekends and holidays. If the CONTRACTOR has an overtime work force size of fifty or more persons a second Inspector will be required and the costs for two Inspectors will be \$160.00 per hour.

3.16 Nights, Sunday or Holiday Work:

Except upon specific permission of the ENGINEER, the CONTRACTOR shall not perform any work on Sundays or on legal State or Municipal holidays. In accordance with City of Hollywood Code of Ordinances, Section 21.49, no work between 6:00 p.m. and 8:00 a.m. will be permitted, except in case of an emergency, that violates Section 21.49 concerning noise levels. All costs of testing and inspection performed during night, Sunday or holiday work shall be borne by the CONTRACTOR. The CONTRACTOR shall notify all regulatory agencies, including but not limited to the City Police Department, Fire Department, and Code Enforcement Department.

3.17 Injury or Damage Claims:

Should CITY or CONTRACTOR suffer injury or damage to their person or property because of any error, omission or act of the other party or of any of the other party's employees or agents or others for whose acts the other party is legally liable, claim shall be made in writing to the other party within a reasonable time of the first observance of such injury or damage. However, nothing herein shall be deemed to affect the rights, privileges and immunities of City as are set forth in Section 768.28, Florida Statutes.

## ARTICLE 4 - CONTRACT DOCUMENTS

### 4.1 Intent:

The Contract Documents comprise the entire Agreement between the CITY and CONTRACTOR concerning the work. The Contract Documents can be altered only by Change Order. The Contract Documents are complementary; what is called for by one is as binding as if called for by all. It is the intent of the Contract Documents that the CONTRACTOR, for due consideration, shall furnish all equipment, material, supervision and labor, (except as may be specifically noted otherwise) required or necessary to complete the work in total accordance with said Documents. It is the intent of the Drawings and Specifications to describe the Project to be constructed in accordance with the Contract Documents. Any work that may reasonably be inferred from the Drawings or Specifications as being required in order to produce the intended result shall be supplied whether or not it is specifically called for.

### 4.2 Order of Precedence of Contract Documents:

In resolving differences resulting from conflicts, errors or discrepancies in any of the following Contract Documents, the order of precedence shall be as follows:

1. Permits
2. Change Orders
3. Contract Agreement
4. Specification
5. Drawings

Within the Specifications the order of precedence is as follows:

1. Addenda
2. Section I - Introduction
3. Section II – Special Terms and Conditions
4. General Terms & Conditions
5. Attachment C- Supplementary General Conditions
6. Attachment B - General Conditions
7. Division 1, General Requirements
8. Technical Specifications
9. Referenced Standard Specifications

With reference to the Drawings the order of precedence is as follows:

1. Figures Govern over Scaled Dimensions
2. Detail Drawings Govern over General Drawings
3. Change Order Drawings Govern over Contract Drawings
4. Contract Drawings Govern over Standard or Shop Drawings

### 4.3 Reference To Standards:

Any reference to standard Specifications, manuals or codes of any organization or governmental authority shall mean the latest edition, in effect as of the Bid Opening Date.

## ARTICLE 5 - BONDS AND INSURANCE

### 5.1 Bid Guarantee:

Bidders maybe required to submit a Bid Guarantee in an amount indicated in the SECTION II - SPECIAL TERMS AND CONDITIONS. This Guarantee may be a Certified or Cashier's Check on a solvent National or State Bank, or a Bid Bond written by a Surety licensed to do business in Florida and rated at least "A", Class X in the latest edition of "Best's Key Rating Guide" published by A.M. Best Company.

### 5.2 Performance and Payment Bond:

CONTRACTOR shall furnish Performance and Payment Bonds, in amounts equal to the Contract Price as Security for the faithful performance and payment of CONTRACTOR's obligations. The Bond or Bonds shall remain in effect one year after the date of final payment. The Surety must be qualified as specified above in Paragraph 5.1. However, the City reserves the right to require additional bonds as set forth in Article 5 of the Contract.

### 5.3 Signatures:

All Bonds signed by an Agent must be accompanied by a Certified copy of the authority to act, with said copy having been signed (not typed nor printed) by an Officer of the Surety and carrying the seal of the Surety.

### 5.4 Insurance Coverage:

Within ten days from Notice of Award the CONTRACTOR shall purchase and maintain such insurance as specified in Article 2.25 of Section II – Special Terms and Requirements as will protect him from claims set forth below which may arise out of or result from the CONTRACTOR's operations under the Contract or Contract Documents, whether such operations be by himself or by any Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable.

### 5.5 Certificates of Insurance:

Within ten days of award, the Contractor shall obtain a Certificate of Insurance reflecting the necessary coverages as required by the Contract Documents. Certificates of Insurance shall contain a provision that coverages afforded under the policies will not be canceled until at least 30 days prior written notice has been given to the CITY. The City of Hollywood must be named as additional insured on all coverage with the exception of Workmen's Compensation. Policies shall be issued by companies authorized to do business under the Laws of the State of Florida. Policyholders and Financial Ratings must be no less than "A" and Class X respectively in the latest edition of "Best Key Rating Guide", published by A.M. Best Company.

5.6      Insurance Limits of Liability:

The insurance required by this Article shall be written for no less than the level of liability specified in "Insurance Requirements", Section 2 of the Supplementary General Conditions, or required by law, whichever is greater. The insurance shall include contractual liability insurance applicable to the CONTRACTOR's obligations under this contract.

The level required in Section 2 of the Supplementary General Conditions will not be reduced for any reason.

## ARTICLE 6 - AVAILABILITY OF LAND; REFERENCE POINTS

### 6.1 Rights-of-Way:

Lands or Rights-of-Way for the work to be constructed under the Contract will be provided by the CITY. Nothing contained in the Contract Documents shall be interpreted as giving the CONTRACTOR exclusive occupancy of the lands or Rights-of-Way provided. Any additional lands or Rights-of-Way required for construction operations shall be provided by the CONTRACTOR at his own expense; provided, that the CONTRACTOR shall not; and the CITY nor the ENGINEER shall not be liable for any claims or damages resulting from the CONTRACTOR's unauthorized trespass or use of any such properties.

### 6.2 Permits:

When required by Article 2.16 of the Section II – Special Terms and Conditions, the CONTRACTOR shall secure, from the agencies having jurisdiction, the necessary permits to create obstructions, to make excavations if required under the Contract, and to otherwise encroach upon Rights-of-Way, and to present evidence to the ENGINEER that such permission has been granted, before work is commenced. Regulations and requirements of all agencies concerned shall be strictly adhered to in the performance of the Contract. The enforcement of such requirements under the Contract shall not be made the basis for additional compensation.

### 6.3 Lines and Grades:

The CONTRACTOR shall furnish all grades and all other lines required for the proper execution of the work.

## ARTICLE 7 - CONTRACTOR'S RESPONSIBILITIES

### 7.1 Laws/Regulations to Be Observed:

The CONTRACTOR shall familiarize himself and comply with all Federal, State, County and CITY laws, by-laws, ordinances or regulations controlling the action or operation of those engaged or employed in the work or affecting material used, and govern himself in accordance with them. He shall indemnify and save harmless the CITY and all of its officers, agents and employees against any claims or liability arising from or based on the violation of any such laws, by-laws, ordinances, regulations, orders or decrees, whether by himself or his employees or Subcontractors.

### 7.2 Indemnification of City:

- (a) Refer to ARTICLE 1.46 – INDEMNIFICATION AND HOLD HARMLESS AGREEMENT of Section IV – General Terms and Conditions.
- (b) Refer to ARTICLE 1.47 – PATENT AND COPYRIGHT INDEMNIFICATION of Section IV – General Terms and Conditions.
- (c) The provisions of (a) and (b) above shall survive the expiration or earlier termination of the Contract Documents.

### 7.3 Guarantee of Payments:

The CONTRACTOR guarantees the payments of all just claims for materials, supplies, tools, labor and other just claims against him, or any Subcontractor in connection with this Contract, and his bond will not be released by final acceptance and payment by the CITY unless all such claims are paid or released.

### 7.4 Permits and Licenses:

The CONTRACTOR shall obtain all permits and licenses required by the Contract Documents. A copy of the permit(s) and such conditions and requirements thereon are a part of the Contract Documents. Failure to obtain such permits or licenses shall subject the CONTRACTOR to the provisions of the South Florida Building Code, Broward Edition.

7.5      Emergencies:

In emergencies affecting the safety or protection of persons or the work or property at the site or adjacent thereto, CONTRACTOR, without special instruction or authorization from ENGINEER or CITY, is obligated to act to prevent threatened damage, injury or loss. CONTRACTOR shall give ENGINEER prompt written notice of any significant changes in the work or deviations from the Contract Documents caused thereby.

7.6      Substitutes or "Or Equal":

A.      Substitutes or "Or-Equal" Materials or Equipment:

Whenever materials or equipment are specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular supplier the naming of the item is intended to establish the type, function and quality required. Unless the name is followed by words indicating that no substitution is permitted, materials or equipment of other Suppliers may be accepted by the ENGINEER if sufficient information submitted by the CONTRACTOR to allow the ENGINEER to determine that the material or equipment proposed is equivalent or equal to that named. The ENGINEER will be allowed 30 days within which to evaluate each proposed substitute. The ENGINEER will be the sole judge of acceptability, and NO SUBSTITUTE WILL BE ORDERED, INSTALLED OR UTILIZED WITHOUT THE ENGINEER's PRIOR WRITTEN ACCEPTANCE which will be evidenced by either a Change Order or an approved set of Shop Drawings. Requests for review of substitute items of material and equipment will not be accepted by the ENGINEER from anyone other than the CONTRACTOR. The procedure for review by the ENGINEER is as follows:

If the CONTRACTOR wishes to furnish or use a substitute item of material or equipment, the CONTRACTOR shall make written application to the ENGINEER for acceptance thereof, certifying that the proposed substitute will perform adequately the functions and achieve the results called for by the general design, be similar and of equal substance to that specified and be suited to the same use as that specified. In addition, the application shall

1. State that the evaluation and acceptance of the proposed substitute will not prejudice the CONTRACTOR's achievement of completion on time.
2. State whether or not acceptance of the substitute for use in the WORK will require a change in any of the Contract Documents to adapt design to the proposed substitute. The CONTRACTOR shall be responsible for any extra design adaptation costs associated with a proposed substitute.
3. State whether or not incorporation or use of the substitute in connection with the work is subject to payment of any license fee or royalty.
4. Provide complete substitute identification and description, including manufacturer's and local distributor's name and address, performance and test data, and reference standards.

5. Provide samples, as required by ENGINEER.
6. Provide name and address of similar projects on which the proposed substitute has been used, and date of installation.
7. Identify all variations of the proposed substitute from that specified.
8. Indicate available maintenance, repair and replacement service.
9. Submit an itemized estimate of all costs that will result directly or indirectly from acceptance of such substitute, including costs of redesign and claims of other Contractors affected by the resulting change. The CONTRACTOR shall be responsible for the costs of redesign and claims of other Contractors.
10. Provide any additional data about the proposed substitute as the ENGINEER may require of the CONTRACTOR.

B. Substitute means, method, technique, sequence or procedure of construction:

If a specific means, method, technique, sequence or procedure of construction is indicated in or required by the Contract Documents, the CONTRACTOR may furnish or utilize a substitute means, method, sequence, technique or procedure of construction acceptable to the ENGINEER, if the CONTRACTOR submits sufficient information to allow the ENGINEER to determine that the substitute proposed is equivalent to that indicated or required by the Contract Documents. The procedure for review by the ENGINEER will be similar to that provided in Paragraph 7.6 A.

C. The CITY may require the CONTRACTOR to furnish at the CONTRACTOR's expense, a special performance guarantee or other surety with respect to any substitute.

D. The ENGINEER will record time required by the ENGINEER and/or the ENGINEER's consultants in evaluating substitutions proposed by the CONTRACTOR and in making changes in the Contract Documents occasioned thereby. Whether or not the ENGINEER accepts a proposed substitute, THE CONTRACTOR SHALL REIMBURSE THE CITY FOR THE CHARGES OF THE ENGINEER AND THE ENGINEER's CONSULTANTS FOR EVALUATING EACH PROPOSED SUBSTITUTE.

E. Any and all costs which result from changes to/adaptations of the work shall be paid by the CONTRACTOR including but limited to design, materials, installation, etc.

## 7.7 Shop Drawings:

Shop Drawing submittals shall be as follows:

- A. The CONTRACTOR shall submit a sufficient number of copies of each Shop Drawing to enable the ENGINEER to retain three copies unless additional copies are specified in the Contract Documents. Resubmissions of Shop Drawings shall be made in the same quantity until final approval is obtained.
- B. The CONTRACTOR shall submit Shop Drawings for all equipment, apparatus, machinery, fixtures, piping, fabricated structures, manufactured articles and structural components Manufacturer's Certified Affidavit that the item supplied complies with the design Specifications, and all other submittal requirements.
- C. Shop Drawings for structural components, electrical or mechanical systems shall be Certified by a Registered Engineer of the discipline involved.
- D. The CONTRACTOR shall thoroughly review and check the Shop Drawings, and each and every copy shall show his approval thereon. If the Shop Drawings show or indicate departures from the Contract requirements, the CONTRACTOR shall make specific mention thereof in his letter of transmittal. Failure to point out such departures shall not relieve the CONTRACTOR from his responsibility to comply with the Drawings and Specifications.
- E. No approval will be given to partial submittals of Shop Drawings for items which interconnect and/or are interdependent. It is the CONTRACTOR's responsibility to assemble the Shop Drawings for all such interconnecting and/or interdependent items, check them himself and then make one submittal to the ENGINEER along with his comments as to compliance, non-compliance, or features requiring special attention.
- F. If catalog sheets or prints of manufacturer's standard drawings are submitted as Shop Drawings, any additional information or changes on such Drawings shall be typewritten or lettered in ink.
- G. The CONTRACTOR shall keep one set of Shop Drawings marked with the ENGINEER's approval at the job site at all times.
- H. Where a Shop Drawing or sample is required by the Specifications, no related work shall be commenced until the submittal has been reviewed and approved by the ENGINEER.
- I. Approval of the Shop Drawings shall constitute approval of the subject matter thereof only, and not of any structure, material, equipment or apparatus shown or indicated. The approval of the Shop Drawings will be general and shall not relieve the CONTRACTOR of responsibility for the accuracy of such Drawings, nor for the proper fitting and construction of the work, nor for the furnishing of materials or work required by the contract and not indicated on the Drawings. Approval shall not relieve the CONTRACTOR from responsibility for errors or omissions of any sort on the Shop Drawings.

7.8

Personnel:

A. Supervision and Superintendence:

1. The CONTRACTOR shall supervise and direct the work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the work in accordance with the Contract Documents. The CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences and procedures of construction, but the CONTRACTOR shall not be solely responsible for the negligence of others in the design or selection of a specific means, method, technique, sequence or procedure of construction which is indicated in and required by the Contract Documents. The CONTRACTOR shall be responsible to see that the finished work complies accurately with the Contract Documents.
2. The CONTRACTOR shall keep on the work at all times during its progress a competent resident Superintendent fluent in both oral and written communication in the English language, who shall not be replaced without written notice to the ENGINEER except under extraordinary circumstances. The Superintendent will be the CONTRACTOR's representative at the site and shall have authority to act on behalf of the CONTRACTOR. All communications given to the Superintendent shall be as binding as if given to the CONTRACTOR.

B. Workforce:

1. None but skilled workers shall be employed on work requiring special qualifications. When required in writing by the ENGINEER, the CONTRACTOR or any Subcontractor shall discharge any person who is, in the opinion of the ENGINEER, incompetent, disorderly or otherwise unsatisfactory, and shall not again employ such discharged person on the work except with the consent of the ENGINEER. Such discharge shall not be the basis of any claim for damages against the CITY or any CITY agents.
2. With respect to all skilled, semi-skilled and unskilled workers employed on the Project under this Contract, preference in employment shall be given to persons residing in Hollywood when such persons are available and qualified to perform the work to which the employment relates. No person shall be employed in violation of the State or National Labor Laws. No person under the age of 16 years shall be employed on a Project under the Contract. No person whose age or physical condition is such as to make his employment dangerous to his health or safety or to the health or safety of others shall be employed on the Project under this Contract; provided that this shall not operate against the employment of physically handicapped persons, otherwise employable where such persons may be safely assigned to work which they can ably perform. No person currently serving sentences in a penal or correctional institution and no inmate of an institution for

mentally defective shall be employed on a Project under this Contract without specific approval of the ENGINEER.

3. No discrimination shall be made in the employment of persons on the work by the CONTRACTOR or by any Subcontractor under him, because of the race, color, sex, age or religion of such persons, and there shall be full compliance with the provisions of applicable State and Federal laws in this regard.

7.9 Safety and Protection:

A. Federal Safety and Health Regulations:

The CONTRACTOR and Subcontractors shall comply with the provisions of the Occupational Safety and Health Standards, promulgated by the Secretary of Labor under the "Occupational Safety and Health Act of 1970".

B. Responsibilities:

The CONTRACTOR shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work. The CONTRACTOR shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

1. All employees on the work and other persons who may be affected thereby.
2. All the work and all materials or equipment to be incorporated therein, whether in storage on or off the site.
3. Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocating or replacement in the course of construction.

C. Designated Safety Officer:

The CONTRACTOR shall designate a responsible member of his organization at the site whose duty shall be the prevention of accidents. This person shall be the CONTRACTOR's Superintendent unless otherwise designated in writing by the CONTRACTOR to the ENGINEER.

D. Protection of the Work:

Until acceptance of the work by the CITY, it shall be under the charge and in care of the CONTRACTOR and he shall take every necessary precaution against injury or damage to the work by action of the elements or from the execution or from the non-execution of the work. The CONTRACTOR shall rebuild, restore and make good, at his own expense, all injuries or damages to any portion of the work occasioned by any of the above causes before its completion and acceptance.

**7.10 Traffic Control, Public Safety and Convenience:**

- A. The CONTRACTOR shall at all times conduct his work so as to assure the least possible obstruction to traffic and inconvenience to the general public, and provide adequate protection of persons and property in the vicinity of the work.
- B. WHEN THE NORMAL FLOW OF TRAFFIC WILL BE IMPAIRED OR DISRUPTED IN ANY MANNER ON ANY STREET, THE CONTRACTOR SHALL NOTIFY THE POLICE TRAFFIC SERGEANT AT 921-3610 AT LEAST 48 HOURS IN ADVANCE.
- C. Streets shall not be closed, except when and where directed by the ENGINEER, and whenever a street is not closed the work must be conducted with the provision for safe passageway for traffic at all times. The CONTRACTOR shall make all necessary arrangements concerning maintenance of traffic and selection of detours required.
- D. When permission has been granted to close an existing roadway, or portion thereof, the CONTRACTOR shall furnish and erect signs, barricades, lights, flags and other protective devices as necessary subject to the approval of the ENGINEER. From sunset to sunrise, the CONTRACTOR shall furnish and maintain as many yellow lights as the ENGINEER may direct.
- E. During working hours the CONTRACTOR shall furnish watchmen in sufficient numbers to protect and divert the vehicular and pedestrian traffic from working areas closed to traffic, or to protect any new work. Failure to comply with this requirement will result in the ENGINEER shutting down the work until the CONTRACTOR shall have provided the necessary protection.
- F. No separate payment will be made for such signs, barricades, lights, flags, watchmen or other protective devices as required, with all costs thereof deemed to be included in the prices bid for the various items scheduled in the bid.
- G. Sidewalks, gutters, drains, fire hydrants and private drives shall, in so far as practicable, be kept in condition for their intended uses. While the work is actually going on at any location, as much as half the street width at that location may be barricaded to exclude traffic entirely, but street traffic shall not be obstructed needlessly. Fire hydrants on or adjacent to the work shall be kept accessible to fire apparatus at all times, and no material or obstruction shall be placed within ten feet of any such hydrant.
- H. Construction material stored upon the public street shall be placed so as to cause as little obstruction to the general public as is reasonably possible.

7.11 Use of Explosives:

When the use of explosives is necessary for the prosecution of the work, the CONTRACTOR shall observe the utmost care so as not to endanger life or property, and whenever directed, the number and size of charges shall be limited. All explosives shall be stored in a secure manner and all such storage places shall be marked clearly "DANGEROUS EXPLOSIVES" and shall be in care of a competent watchman at all times. The CONTRACTOR must familiarize himself with all laws and ordinances pertaining thereto, and govern himself and his employees accordingly.

7.12 Loading of Structures:

The CONTRACTOR shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall the CONTRACTOR subject any part of the work or adjacent property to stresses or pressures that will endanger it.

7.13 Concerning Subcontractors:

- A. The CONTRACTOR, with his own forces, shall perform no less than 25% of the work as determined by the Contract price. Each Subcontractor shall be properly licensed for the type of work he is to perform.
- B. A copy of each Sub-Contract shall be filed promptly with the ENGINEER upon request. Each Sub-Contract shall contain a reference to the Contract between the CITY and the CONTRACTOR, and the terms and conditions of the Contract shall be made a part of each Sub-Contract. Each Sub-Contract shall provide for annulment of same by the CONTRACTOR upon written order of the ENGINEER if the Subcontractor fails to comply with the requirements of this Contract.
- C. The CONTRACTOR shall be responsible to the CITY and ENGINEER for the acts and omissions of his Sub- Contractors and their employees to the same extent as he is responsible for the acts and omissions of his own employees. Nothing contained in this Contract shall create any contractual relationship between any Subcontractor and the CITY or ENGINEER nor relieve the CONTRACTOR of any liability or obligation under this Contract.

7.14 Materials and Equipment:

A. Material for the Work:

1. The CONTRACTOR shall furnish all materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water and sanitary facilities and all other facilities and incidentals necessary for the execution, testing, initial operation and completion of the work.
2. Unless otherwise specified, shown or permitted by the ENGINEER, all material and equipment incorporated in the work shall be new and of current manufacture. The ENGINEER may request the CONTRACTOR to furnish manufacturer's certificates to this effect.

3. The ENGINEER may require any or all materials to be subjected to test by means of samples or otherwise, at production points or after delivery. The CONTRACTOR shall afford such facilities as the ENGINEER may require for collecting and forwarding samples, which samples shall be furnished by the CONTRACTOR without charge. The CONTRACTOR shall furnish evidence satisfactory to the ENGINEER that the materials and finished articles have passed the required test prior to the incorporation of such materials and finished articles in the work. Unless otherwise provided, the cost of such inspection and testing shall be as provided in Article 12.2.
4. All packaged manufactured products for use on the work shall be delivered to the work in their original, unopened packages, bearing thereon the manufacturer's name and the brand name of the product.
5. Wherever any product or material is selected to be used on the work, all such products or material shall be of the same brand and manufacture throughout the work.
6. All equipment, tools and machinery used for handling material or executing any part of the work shall be maintained in a satisfactory working condition. All equipment utilized on any portion of the work shall be such that no injury to personnel, the work, adjacent property or other objects will result from its use.
7. All materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturer, fabricator, supplier or distributor, except as otherwise provided in the Contract Documents.

B. Storage of Materials:

1. All materials and equipment including that ordered by the CITY designed for permanent installation in the work shall be properly stored by the CONTRACTOR to insure protection against deterioration of any type. These materials shall be placed as to cause a minimum of inconvenience to other contractors on the work and to the public. The storage piles shall be arranged to facilitate inspections, and any deterioration shall be grounds for rejection.
2. Materials stored in public Rights-of-Way, shall be stored in such a manner so as to be compatible with the Traffic Control requirements set forth in Paragraph 7.10. Materials shall be stored so as not to deny access to public or private property. Stored materials shall be adequately marked with barricades and/or flashing warning lights, where necessary, so as to protect the materials from damage and to protect the public health, safety and welfare.
3. Lawns, grass plots or other private property shall not be used for storage purposes without written permission of the Owner or Lessee of that private

property. Should the CONTRACTOR desire to store equipment or materials of any kind on the property of the CITY, he must obtain permission from the ENGINEER. The CITY reserves the right to order materials to be removed or relocated in such approved storage areas, if necessary.

4. The protection of stored materials shall be the CONTRACTOR's responsibility and the CITY OF HOLLYWOOD shall not be liable for any loss of materials, by theft or otherwise, nor for any damage to the stored materials.

C. **Salvage of Materials and Equipment:**

The CITY reserves the right to retain title to all soil, sand, stone, gravel, equipment, machinery or any other material that was a part of the structure, site or Right-of-Way and which was developed from excavations or other operations connected with the work. The CONTRACTOR will be permitted to use in the work, without charge, any such material which meets the requirements of the Contract Documents. For that material which the CITY desires to retain the CONTRACTOR shall, at his expense, transfer to a site within the CITY as designated by the ENGINEER. That material which the CITY does not wish to retain shall be the property of the CONTRACTOR and removed from the site at CONTRACTOR's expense.

**7.15    Temporary Utilities:**

The CONTRACTOR shall provide and maintain at his own expense, all water, power, telephone and sanitary facilities as required to comply with State and/or local Codes and Regulations. If water, including that for testing is required, it is the CONTRACTOR's responsibility to arrange through the CITY Water Department for a water meter. A deposit to be paid by the CONTRACTOR is required for meter rental and all water shall be purchased at the prevailing rate.

**7.16    Review of Records:**

The CONTRACTOR shall allow and permit the ENGINEER or his duly authorized representative to inspect and review all payrolls, records of personnel, conditions of employment, invoice of materials, books of accounts and other relevant data and records pertinent to the CONTRACT and Sub-Contracts.

**7.17    Use of Premises:**

CONTRACTOR shall confine construction equipment, the storage of materials and equipment and the operations of workmen to areas permitted by law, ordinances, permits or required by the Contract Documents, and shall not interfere with the premises or operation of the City Utilities facilities with construction equipment or other materials or equipment. Construction which interferes with Plant Operations shall be fully coordinated and approved by the ENGINEER.

7.18 CONTRACTOR's Daily Reports:

Except where otherwise provided, the CONTRACTOR shall complete a daily report indicating manpower, major equipment, Subcontractors, etc., involved in the performance of the work. The daily report shall be completed on forms approved by the ENGINEER, and shall be submitted to the ENGINEER at the conclusion of each work day.

7.19 Record Documents:

The CONTRACTOR shall keep one record copy of all Specifications, Drawings, Addenda, Modifications, Shop Drawings and samples at the site, in good order and annotated to show all changes made during the construction process. These shall be available to ENGINEER for examination and shall be delivered to ENGINEER upon completion of the work.

7.20 Cleanliness of the Site:

During the progress of the work, The CONTRACTOR shall keep the premises free from accumulations of waste materials, rubbish and other debris resulting from the work. At the completion of the work the CONTRACTOR shall remove all waste materials, rubbish and debris from and about the premises as well as all tools, appliances, construction equipment and machinery and surplus materials, and shall leave the site clean and ready for occupancy by the CITY. The CONTRACTOR shall restore to their original condition those portions of the site not designated for alteration by the Contract Documents.

7.21 Dust Control:

It shall be the CONTRACTOR's responsibility to control dust by watering as directed by the ENGINEER. The water used shall be paid for by the CONTRACTOR. Should the CONTRACTOR fail to control dust to the satisfaction of the ENGINEER, the CITY will control the dust by whatever means the CITY desires and the CONTRACTOR shall pay all expenses incurred by the CITY associated with the control of the dust.

7.22 Continuing the Work:

The CONTRACTOR shall carry on the work and maintain the Progress Schedule during all disputes or disagreements with the CITY. No work shall be delayed or postponed pending resolution of any disputes or disagreements, except as the CONTRACTOR and the CITY may otherwise agree in writing.

7.23 Indemnification:

In consideration of the amount listed in the Bid Form and other valuable consideration, the Contractor shall defend, indemnify and save harmless the CITY, its officers, agents, and employees from or on account of any personal injury, loss of life or damage to property received or sustained by any person or persons during or on account of any operations connected with the construction of this Project; or by or in consequence of any negligence (excluding negligence of the CITY), in connection with the same; or by use of any improper materials or by or on account of any use of any improper materials or by or on account of any act or omission of the said Contractor or his subcontractor, agents, servants or employees. Contractor agrees to indemnify and save harmless the

CITY against any liability arising from or based upon the violation of any federal, state, county or city laws, by-laws, ordinances or regulations by the Contractor, his subcontractor, agents, servants or employees. Contractor further agrees to indemnify and save harmless the CITY from all such claims and fees, and from any and all suits and actions of every name and description that may be brought against the CITY on account of any claims, fees, royalties, or costs for any invention or patent, and from any and all suits and actions that may be brought against the CITY for the infringement of any and all patents or patent rights claimed by any person, firm, or corporation.

The indemnification provided above shall obligate the Contractor to defend at his own expense or to provide for such defense, at the CITY's option, any and all claims or liability and all suits and actions of every name and description that may be brought against the Owner which may result from the operations and activities under this Contract whether the construction operations be performed by the Contractor, his subcontractor or by anyone directly or indirectly employed by either.

Nothing in this indemnification shall be deemed to affect the rights, privileges or immunities of the CITY as set forth in Section 768.28, Florida Statutes.

The CITY will pay to the Contractor the specific consideration, in the amount stated in the Bid Form. The Contractor shall acknowledge the receipt of payment and other good and valuable consideration from the Owner which has been paid to him as specific consideration for the indemnification provided herein and in accordance with the provisions of Chapter F.S.A., Section 725.06.

## ARTICLE 8 - CITY'S RESPONSIBILITIES

### 8.1 Communications:

The CITY shall issue all communications to the CONTRACTOR through the ENGINEER.

### 8.2 Furnish Contract Documents:

The CITY shall furnish the number of Contract Documents as specified in the Supplementary General Conditions to the CONTRACTOR at no cost. Referenced Standard Specifications Manuals, guidebooks, etc., will not be provided.

### 8.3 Furnish Right-of-Way:

The CITY shall furnish the necessary land or Right-of-Way on which the work is to be accomplished, and will provide lines and grades as specified in Article 6.

### 8.4 Timely Delivery of Materials:

The CITY shall be responsible for the delivery of any CITY furnished material, equipment or labor as specified in the Contract Documents.

## ARTICLE 9 - ENGINEER'S STATUS

### 9.1

#### Authority of the Engineer:

- A. The general supervision of the execution of this Contract is vested in the ENGINEER who is the CITY's sole representative during the construction period. The instructions of the ENGINEER are to be strictly and promptly followed in every case. The CONTRACTOR's representative (Article 7.8 A. 1.) shall be responsible for the execution of any instructions given by the ENGINEER during the absence of the CONTRACTOR.
- B. The ENGINEER is the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the work. Claims, disputes and other matters relating to the acceptability of work or requirements of the Contract Documents shall be referred in writing to the ENGINEER within 15 days of the event, with a request for a formal decision, which the ENGINEER will render in writing within a reasonable time. This rendering of a decision by the ENGINEER will be a condition precedent to any exercise by the CITY or CONTRACTOR of rights or remedies as either may otherwise have under the Contract Documents or at law in respect to any such claim, dispute or other matter.
- C. The ENGINEER will issue with reasonable promptness any written clarifications or interpretations of the Contract Documents as he shall deem necessary, which shall be consistent with or reasonably inferable from the overall intent of the Contract Documents. If, as a result of a clarification or interpretation, either the CONTRACTOR or ENGINEER believes a Change Order is justified, it shall be submitted.
- D. The ENGINEER has approval authority over the acceptability of all material or equipment furnished, Shop Drawings, Change Orders, work performed and the rate of progress of the work. Verification of the quantities of work performed for pay purposes is the responsibility of the ENGINEER.
- E. The ENGINEER also has the authority to disapprove or reject work which is defective, and may require special inspection or testing of the work, whether or not it is fabricated, installed or completed.
- F. The ENGINEER has the authority to suspend the work wholly or in part for such period or periods as may be deemed necessary, due to the unsuitable prosecution of the work, or for such time as is necessary due to failure on the part of the CONTRACTOR to carry out orders given or perform any or all provisions of the Contract. The CONTRACTOR shall not suspend the work and shall not remove any equipment, tools, lumber or other materials without the written permission of the ENGINEER.

9.2 Access to the Work:

The ENGINEER is to have free access to the materials and work at all times for laying out, measuring or inspecting same, and the CONTRACTOR is to afford him all necessary facilities and assistance for so doing.

9.3 Limitations on The ENGINEER's Responsibilities:

- A. Neither the ENGINEER's authority to act under this Article or elsewhere in the Contract Documents nor any decision made by the ENGINEER in good faith either to exercise or not exercise such authority shall give rise to any duty or responsibility of the ENGINEER to the CONTRACTOR, any Subcontractor, any manufacturer, fabricator, supplier or distributor or any of their agents or employees or any other person performing any of the work.
- B. Whenever in the Contract Documents the terms "as ordered", "as directed", "as required", "as allowed" or terms of like effect or import are used, or the adjectives "reasonable", "suitable", "acceptable", "proper" or "satisfactory" or adjectives of like effect or import are used, to describe requirement, direction, review or judgment of the ENGINEER as to the work, it is intended that such requirement, direction, review or judgment will be solely to evaluate the work for compliance with the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective never indicates that the ENGINEER has authority to supervise or direct performance of the work.
- C. The ENGINEER will not be responsible for the CONTRACTOR's means, methods, techniques, sequences or procedures of construction, nor the safety precautions and programs incident thereto, and the ENGINEER will not be responsible for the CONTRACTOR's failure to perform the work in accordance with the Contract Documents.
- D. The ENGINEER will not be responsible for the acts or omissions of the CONTRACTOR or of any Subcontractors, or of the agents or employees of any CONTRACTOR or subcontractor, or of any other persons at the site or otherwise performing any of the work.

9.4 Inspectors:

- A. Inspectors employed by the CITY assist the ENGINEER in ascertaining the work conforms to the Contract Documents and are authorized to inspect all work done and material furnished as representatives of the ENGINEER. Inspectors shall be stationed at the site of the work to report to the ENGINEER as to the progress of the work and the quality of workmanship and material.
- B. In case of any dispute arising between the CONTRACTOR and the Inspector, the Inspector shall have the authority to reject material or to suspend the work until the question of issue can be referred to and decided upon by the ENGINEER.
- C. If the CONTRACTOR refuses to suspend operation on verbal order, the Inspector shall issue a written order giving the reason for shutting down the work.

After placing the order in the hands of the man in charge, the Inspector shall immediately leave the job. work done during the absence of the Inspector, after such written notice, will not be accepted nor paid for.

- D. Inspectors are not authorized to revoke, alter, enlarge, relax or release any requirements of these Contract Documents, nor to issue instructions contrary to them. Inspectors shall in no case act as foreman or perform other duties for the CONTRACTOR, nor interfere with management of the work by the latter. Any instructions which Inspectors may give the CONTRACTOR shall in no way be construed as releasing the CONTRACTOR from fulfillment of the terms of the Contract.
- E. The payment of any compensation, whatever may be its character or form, or the giving of any gratuity, or the granting of any valuable favor, by the CONTRACTOR to any Inspector, directly or indirectly, is strictly prohibited and any such act on the part of the CONTRACTOR will constitute a violation of this Contract and may subject the CONTRACTOR to other penalties provided for by law or ordinance.

9.5     Inspections:

- A. The ENGINEER will make, or have made, such inspections and tests as he deems necessary to assure that the work is being accomplished in accordance with the requirements of the Contract. In the event such Inspections or tests reveal non-compliance with the requirements of the Contract, the CONTRACTOR shall bear the cost of such corrective measures as well as the cost of subsequent reinspection and retesting.
- B. Work done in the absence of a prescribed inspection may be required to be removed and replaced under proper inspection. The entire cost of removal and replacement, including the cost of all material which may be furnished by the CITY and used in the work thus removed, shall be borne by the CONTRACTOR, regardless of whether the work removed is found to be defective or not. Work covered up without the authority of the ENGINEER, shall, upon order of the ENGINEER, be uncovered to the extent required, and the CONTRACTOR shall similarly bear the entire cost of performing all the work and furnishing all the material necessary for the removal of the covering and its subsequent replacement.
- C. Unless otherwise provided, the cost of inspection and all inspection fees imposed by public agencies other than the fees associated with the issuance of the Master Building Permit by the City of Hollywood shall be paid by the CONTRACTOR.
- D. No inspection nor any failure to inspect at any time or place shall relieve the CONTRACTOR from any obligation to perform all of the work in strict conformance with the requirements of the Contract Documents.

## ARTICLE 10 - CHANGES IN THE WORK/CONTRACT PRICE

### 10.1 Changes in the Work or Terms of Contract Documents:

- A. Without invalidating the Contract and without notice to any surety CITY reserves and shall have the right, from time to time to make such increases, decreases or other changes in the character or quantity of the Work as may be considered necessary or desirable to complete fully and acceptably the proposed construction in a satisfactory manner. Any extra or additional work within the scope of this Project must be accomplished by means of appropriate Clarifications, Field Orders, or Change Orders.
- B. Any changes to the terms of the Contract Documents must be contained in a written document, executed by the parties hereto, with the same formality and of equal dignity prior to the initiation of any work reflecting such change.

This section shall not prohibit the issuance of Change Orders executed only by CITY as hereinafter provided.

### 10.2 Supplemental Instructions - Clarifications:

- A. The CITY, through the ENGINEER, shall have the right to approve and issue Clarifications setting forth written interpretations of the intent of the Contract Documents and ordering minor changes in Work execution, providing the Clarifications involve no change in the Contract Price or the Contract Time.
- B. The ENGINEER shall have the right to approve and issue Clarifications setting forth written orders, instructions, or interpretations concerning the Contract Documents or its performance, provided such Clarifications involve no change in the Contract Price or the Contract Time.

### 10.3 Field Orders / Change Orders:

- A. Changes in the quantity or character of the Work within the scope of the Project which are not properly the subject of Clarifications, including all changes resulting in changes in the Contract Price or the Contract Time, shall be authorized only by Field Orders or Change Orders approved in advance and issued in accordance with the provisions of the CITY Procurement Code, as amended from time to time.
- B. CONTRACTOR shall not start work on any changes requiring an increase in the Contract Price or the Contract Time until a Field Order or Change Order setting forth the adjustments is approved by the CITY. Upon receipt of a Change Order CONTRACTOR shall promptly proceed with the work set forth within the document.

- C. Field Orders shall be issued for change in Contract Price related to Cost Allowances specifically included on the Proposal Bid Form. Change Orders shall be issued when required for all other Contract Price Changes. Hereinafter, the term "Change Order(s)" shall be used to include "Change Orders" and "Field Orders" with the exception that Field Order shall not be used for any Contract Time adjustments.
- D. In the event satisfactory adjustment cannot be reached for any item requiring a change in the Contract Price or Contract Time, and a Change Order has not been issued, CITY reserves the right at its sole option to either terminate the Contract as it applies to the items in question and make such arrangements as may be deemed necessary to complete the disputed work; or the work shall be performed on the "cost of work" basis as described in Article 10.4.
- E. On approval of any Contract change increasing the Contract Price, CONTRACTOR shall ensure that the performance bond and payment bond are increased so that each reflects the total Contract Price as increased.
- F. Under circumstances determined necessary by CITY, Change Orders may be issued unilaterally by CITY.

#### 10.4 Value of Change Order Work:

- A. The value of any work covered by a Change Order or of any claim for an increase or decrease in the Contract Price shall be determined in one of the following ways:
  - A.1 Where the work involved is covered by unit prices contained in the Contract Documents, by application of unit prices to the quantities of items involved, subject to the provisions of Article 10.4.G.
  - A.2 By mutual acceptance of a lump sum which CONTRACTOR and CITY acknowledge contains a component for overhead and profit.
  - A.3 On the basis of the "cost of work," determined as provided in this Article, plus a CONTRACTOR's fee for overhead and profit which is determined as provided in Article 10.4.D.
- B. The term "cost of work" means the sum of all direct costs necessarily incurred and paid by CONTRACTOR in the proper performance of the Work described in the Change Order. Except as otherwise may be agreed to in writing by CITY, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall include only the following items and shall not include any of the costs itemized in Article 10.4.C.
  - B.1 Payroll costs for employees in the direct employ of CONTRACTOR in the performance of the work described in the Change Order under schedules of job classifications agreed upon by CITY and

CONTRACTOR. Payroll costs for employees not employed full time on the work covered by the Change Order shall be apportioned on the basis of their time spent on the work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits which shall include social security contributions, unemployment, excise and payroll taxes, workers' or workmen's compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay application thereto. Such employees shall include superintendents and foremen at the site. The expenses of performing the work after regular working hours, on Sunday or legal holidays shall be included in the above to the extent authorized by CITY.

- B.2 Cost of all materials and equipment furnished and incorporated in the work, including costs of transportation and storage thereof, and manufacturers' field services required in connection therewith. All cash discounts shall accrue to CONTRACTOR unless CITY deposits funds with CONTRACTOR with which to make payments, in which case the cash discounts shall accrue to CITY. All trade discounts, rebates and refunds, and all returns from sale of surplus materials and equipment shall accrue to CITY and CONTRACTOR shall make provisions so that they may be obtained. Rentals of all construction equipment and machinery and the parts thereof whether rented from CONTRACTOR or others in accordance with rental agreements approved by CITY with the advice of ENGINEER and the costs of transportation, loading, unloading, installation, dismantling and removal thereof, all in accordance with the terms of said agreements. The rental of any such equipment, machinery or parts shall cease when the use thereof is no longer necessary for the work.
- B.3 Payments made by CONTRACTOR to Subcontractors for work performed by Subcontractors, If required by CITY, CONTRACTOR shall obtain competitive bids from Subcontractors acceptable to CONTRACTOR and shall deliver such bids to CITY who will then determine, with the advice of ENGINEER, which bids will be accepted. If the Subcontract provides that the Subcontractor is to be paid on the basis of cost of the work plus a fee, the Subcontractor's cost of the work shall be determined in the same manner as CONTRACTOR'S cost of the work. All Subcontractors shall be subject to the other provisions of the Contract Documents insofar as applicable.
- B.4 Cost of special engineers, including, but not limited to, engineers, architects, testing laboratories, and surveyors employed for services specifically related to the performance of the work described in the Change Order.

B.5 Supplemental costs including the following:  
The proportion of necessary transportation, travel and subsistence expenses of CONTRACTOR's employees incurred in discharge of duties connected with the work except for local travel to and from the site of the work.

Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office and temporary facilities at the site and hand tools not owned by the workmen, which are consumed in the performance of the work, and cost less market value of such items used but not consumed which remains the property of CONTRACTOR.

Sales, use, or similar taxes related to the work, and for which CONTRACTOR is liable, imposed by any governmental authority. Deposits lost for causes other than CONTRACTOR's negligence; royalty payments and fees for permits and licenses. The cost of utilities, fuel, and sanitary facilities at the site. Received minor expenses such as telegrams, long distance telephone calls, telephone service at the site, expressage and similar petty cash items in connection with the work. Cost of premiums for additional bonds and insurance required because of changes in the work.

C. The term "cost of the work" shall not include any of the following:

- C.1 Payroll costs and other compensation of CONTRACTOR's officers, executives, principals (of partnership and sole proprietorships), general managers, engineers, architects, estimators, lawyers, auditors, accountants, purchasing and contracting agents, expediters, timekeepers, clerks and other personnel employed by CONTRACTOR whether at the site or in its principal or a branch office for general administration of the work and not specifically included in the agreed-upon schedule of job classifications referred to in this Article, all of which are to be considered administrative costs covered by CONTRACTOR's fee.
- C.2 Expenses of CONTRACTOR's principal and branch offices other than CONTRACTOR's office at the site.
- C.3 Any part of CONTRACTOR's capital expenses, including interest on CONTRACTOR's capital employed for the work and charges against CONTRACTOR for delinquent payments.
- C.4 Cost of premiums for all Bonds and for all insurance whether or not CONTRACTOR is required by the Contract Documents to purchase and maintain the same, except for additional bonds and insurance required because of changes in the work.
- C.5 Costs due to the negligence or neglect of CONTRACTOR, any Subcontractors, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to,

the correction of defective work, disposal of materials or equipment wrongly supplied and making good any damage to property.

- C.6 Other overhead or general expense costs of any kind and the cost of any item not specifically and expressly included in this Section.
- D. CONTRACTOR's fee allowed to CONTRACTOR for overhead and profit shall be determined as follows:
  - D.1 A mutually acceptable fixed fee or if none can be agreed upon,
  - D.2 A fee based on the following percentages of the various portions of the cost of the work:

For costs incurred under Article 10.4.B.1, CONTRACTOR's fee shall not exceed ten percent (10%).

For costs incurred under Article 10.4.B.3 and B.4, CONTRACTOR's fee shall not exceed seven and one half percent (7.5%); and if a subcontract is on the basis of cost of the work plus a fee, the maximum allowable to the Subcontractor as a fee for overhead and profit shall not exceed ten percent (10%);

No fee shall be payable on the basis of costs itemized under Article 10.4.B.5 and Article 10.4.C.
- E. The amount of credit to be allowed by CONTRACTOR to CITY for any such change which results in a net decrease in cost, will be the amount of the actual net decrease. When both additions and credits are involved in anyone change, the combined overhead and profit shall be figured on the basis of the net increase, if any, however, CONTRACTOR shall not be entitled to claim lost profits for any Work not performed.
- F. Whenever the cost of any work is to be determined pursuant to Articles 10.4.B and 10.4.C, CONTRACTOR will submit in a form acceptable to CONSULTANT an itemized cost breakdown together with the supporting data.
- G. Where the quantity of any item of the Work that is covered by a unit price is increased or decreased by more than twenty percent (20%) from the quantity of such work indicated in the Contract Documents, an appropriate Change Order shall be issued to adjust the unit price, if warranted.
- H. Whenever a change in the Work is to be based on mutual acceptance of a lump sum, whether the amount is an addition, credit or no change-in-cost, CONTRACTOR shall submit an initial cost estimate acceptable to ENGINEER and CITY.
  - H.1 Breakdown shall list the quantities and unit prices for materials, labor, equipment and other items of cost.
  - H.2 Whenever a change involves CONTRACTOR and one or more Subcontractors and the change is an increase in the Contract Price,

overhead and profit percentage for CONTRACTOR and each Subcontractor shall be itemized separately.

- I. Each Change Order must state within the body of the Change Order whether it is based upon unit price, negotiated lump sum, or "cost of the work."

**10.5 Notification and Claim for Change of Contract Price:**

- A. Any claim for a change in the Contract Price shall be made by written notice by CONTRACTOR to the CITY and to ENGINEER within five (5) calendar days of the commencement of the event giving rise to the claim and stating the general nature and cause of the claim. Thereafter, within twenty (20) calendar days of the termination of the event giving rise to the claim, written notice of the extent of the claim with supporting information and documentation shall be provided unless ENGINEER allows an additional period of time to ascertain more accurate data in support of the claim and such notice shall be accompanied by CONTRACTOR's written notarized statement that the adjustment claimed is the entire adjustment to which the CONTRACTOR has reason to believe it is entitled as a result of the occurrence of said event. All claims for changes in the Contract Price shall be in accordance with Articles 10.3 and 10.4 hereof, if CITY and CONTRACTOR cannot otherwise agree. **IT IS EXPRESSLY AND SPECIFICALLY AGREED THAT ANY AND ALL CLAIMS FOR CHANGES TO THE CONTRACT PRICE SHALL BE WAIVED IF NOT SUBMITTED IN STRICT ACCORDANCE WITH THE REQUIREMENTS OF THIS SECTION.**

**10.6 Notice of Change:**

If notice of any change affecting the general scope of the work or change in the Contract Price is required by the provisions of any Bond to be given to the Surety, it will be CONTRACTOR's responsibility to so notify the Surety, and the amount of each applicable Bond shall be adjusted accordingly. The CONTRACTOR shall furnish proof of such adjustment to the CITY. Failure of the CONTRACTOR to obtain such approval from the Surety may be a basis for termination of this Contract by the CITY.

**10.7 Records:**

The CONTRACTOR's representative and the ENGINEER shall compare records of extra work done at the end of the day. Such records shall be made in duplicate upon a form provided for such purpose by the ENGINEER and shall be signed by both the Inspector and the CONTRACTOR's representative, one copy being submitted to the ENGINEER and the other being retained by the CONTRACTOR.

**10.8 Cancelled Items and Payments Therefore:**

The CITY COMMISSION shall have the right to cancel those portions of the Contract relating to the construction of any item provided therein. Such cancellation shall entitle the CONTRACTOR to payment in a fair and equitable amount covering all items of cost incurred by him prior to the date of cancellation or suspension of the work. The CONTRACTOR shall be allowed a profit percentage on the materials used and on construction work actually performed, at the same rates as provided for "Extra Work", but no allowance will be made for anticipated profits. Acceptable materials ordered by the CONTRACTOR or delivered on the work, prior to date of such cancellation or suspension, may be purchased from the CONTRACTOR by the CITY at actual cost and shall thereupon, become property of the CITY, or may be returned to the manufacturer for a reasonable restocking charge.

**10.9 Full Payment:**

The Compensation herein provided shall be received and accepted by the CONTRACTOR as payment in full for all extra work done or costs incurred in event of cancellation.

## ARTICLE 11 - CHANGES IN THE CONTRACT TIME

### 11.1 Change Order:

The Contract Time may only be changed by a Change Order. A FULLY EXECUTED CHANGE ORDER MUST EXIST PRIOR TO EXTENSION OR SHORTENING OF THE CONTRACT TIME.

### 11.2 Notification and Claim for Change of Contract Time:

- A. Any claim for a change in the Contract Time shall be made by written notice by the CONTRACTOR to the CITY and to ENGINEER within five (5) calendar days of the commencement of the event giving rise to the claim and stating the general nature and cause of the claim. Thereafter within twenty (20) calendar days of the termination of the event giving rise to the claim, written notice of the extent of the claim with supporting information and documentation shall be provided unless ENGINEER allows an additional period of time to ascertain more accurate data in support of the claim and such notice shall be accompanied by CONTRACTOR's written notarized statement that the adjustment claimed is the entire adjustment to which the CONTRACTOR has reason to believe it is entitled as a result of the occurrence of said event. All claims for changes in the Contract Time shall be determined in accordance with Articles 10.3 and 10.4 hereof, if CITY and CONTRACTOR cannot otherwise agree. **IT IS EXPRESSLY AND SPECIFICALLY AGREED THAT ANY AND ALL CLAIMS FOR CHANGES TO THE CONTRACT TIME SHALL BE WAIVED IF NOT SUBMITTED IN STRICT ACCORDANCE WITH THE REQUIREMENTS OF THIS SECTION.**
- B. The Contract Time will be extended an amount equal to time lost on critical Work items due to delays beyond the control of and through no fault or negligence of CONTRACTOR if a claim is made thereafter as provided in Article 11.2. Such delays shall include, but not be limited to, acts or neglect by any separate contractor employed by CITY, fire, floods, labor disputes, epidemics, abnormal weather conditions or acts of God

### 11.3 Basis for Extension:

Extensions of time shall be considered and will be based solely upon the effect of delays to the work as a whole. Extensions of time shall not be granted for delays to the work, unless the CONTRACTOR can clearly demonstrate, through schedule analysis, that the delay to the work as a whole arose in accordance with Article 12.3 or Article 15.1, and that such delays did or will, in fact, delay the progress of work as a whole. Time extensions shall not be allowed for delays to parts of the work that are not on the critical path of the project schedule. Time extensions shall not be granted until all float or contingency time, at the time of the delay, available to absorb specific delays and associated impacts is used.

11.4 Change of Time Due to Contract Execution Problems:

Refer to Article 3.4 for a decrease in Contract Time when the CONTRACTOR fails to return the correctly executed Contract Documents within the time allowed.

11.5 Change of Time Due to Change Order Evaluation:

When evaluating a proposed Change Order, the ENGINEER shall have access to any available float or contingency time. Extension will only be considered in accordance with Article 11.3.

11.6 Change of Time and Inspection and Testing:

Neither observations by the ENGINEER, nor inspections, tests or approvals by others, passing or failing, will be cause for consideration of time extension.

11.7 Change of Time and Defective Work:

- A. If WORK is found to be defective, CONTRACTOR shall bear all remedial expenses including any additional costs experienced by CITY due to delays to others performing additional WORK. CONTRACTOR shall further bear the responsibility for maintaining schedule, and will be excluded from a time extension and the recovery of delay damages due to the uncovering.
- B. If the WORK is found to be defective per the Specifications, but the CITY chooses to accept it at its sole discretion, CONTRACTOR shall bear the responsibility for maintaining schedule, and will be excluded from a time extension and the recovery of delay damages due to the uncovering.

11.8 Liquidated Damages:

All time limits stated in the Contract Documents are of the essence. The provisions of this Article 11 shall not exclude recovery for damages by CITY as indicated in Section 3 of the Supplementary General Conditions.

**ARTICLE 12 - WARRANTY AND GUARANTEE;**  
**TEST AND INSPECTIONS;**  
**CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK**

**12.1    Warranty and Guarantee:**

The CONTRACTOR warrants and guarantees to the CITY and the ENGINEER that all work will be in accordance with the Contract Documents and will not be defective. Prompt notice of all defects shall be given to the CONTRACTOR. All defective work, whether or not in place, may be rejected, corrected or accepted as provided in this Article.

**12.2    Tests and Inspections:**

- A.    The CONTRACTOR shall give the ENGINEER and, when appropriate, the Building Department and other regulatory authorities which have jurisdiction over the work, timely notice of readiness of the work for all required inspections, tests or approvals.
- B.    All inspections performed as a result of the issuance of the Master Building Permit shall be performed by the CITY. All costs associated with such inspections shall be paid by the CITY, EXCEPT THAT should said test or inspection fail to pass the CONTRACTOR shall pay all costs associated with the rework and the retesting.
- C.    When any other regulatory authority, by virtue of its rules or regulations, requires specific tests or inspections, the CONTRACTOR shall assume full responsibility for and pay all costs in connection with said tests and inspections.
- D.    The CONTRACTOR shall also be responsible for and shall pay all costs in connection with any inspection or testing required in connection with the ENGINEER's acceptance of a manufacturer, fabricator, supplier or distributor of materials or equipment proposed to be incorporated in the work, or of materials or equipment submitted for approval prior to ENGINEER's acceptance thereof for incorporation in the work and as otherwise specified in the Contract Documents.
- E.    Neither observations by the ENGINEER nor inspections, tests or approvals by others shall relieve the CONTRACTOR from his obligations to perform the work in accordance with the Contract Documents.

**12.3    Uncovering Work:**

- A.    If any work that is to be inspected, tested or approved is covered without written concurrence of the ENGINEER, it must, if requested, by the ENGINEER, be uncovered. Such uncovering and replacement shall be at the CONTRACTOR's expense.

- B. CONTRACTOR must contact all regulatory agencies issuing construction permits to make all necessary inspections. If CONTRACTOR fails to have the necessary inspections performed and such failure results in uncovering of work already performed, CONTRACTOR shall be responsible for all related time delays and monetary costs.
- C. If the ENGINEER considers it necessary or advisable that work previously covered with his permission or cognizance be observed, inspected or tested, the CONTRACTOR, at the ENGINEER's request, shall uncover, expose or otherwise make available for observation, inspection or testing as the ENGINEER may require, that portion of the work in question, furnishing all necessary labor, material and equipment. If it is found that such work is defective, the CONTRACTOR shall bear all the expenses of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction, including compensation for additional professional services. If, however, such work is not found to be defective the CONTRACTOR shall be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction if he makes a claim therefor in accordance with Article 10.2 and Article 11.2.

12.4 City May Stop the Work:

If the work is defective, or the CONTRACTOR fails to supply sufficient skilled workmen or suitable materials or equipment, the CITY may order the CONTRACTOR to stop the work, or any portion thereof, until the cause for such order has been eliminated; however, this right of the CITY to stop the work shall not give rise to any duty on the part of the CITY to exercise this right for the benefit of the CONTRACTOR or any other party.

12.5 Correction or Removal of Defective Work:

If required by the ENGINEER, the CONTRACTOR shall promptly, without cost to the CITY and as specified by the ENGINEER either correct any defective work, whether or not fabricated, installed or completed, or if the work has been rejected by the ENGINEER, remove it from the site and replace it with nondefective work.

12.6 One Year Correction Period:

If within one year after the date of Substantial Completion or Final Completion as applicable, or such longer period of time as may be prescribed by the terms of any applicable special guarantee required by the Contract Documents or by any specific provision of the Contract Documents, any work is found to be defective, the CONTRACTOR shall promptly without cost to the CITY and in accordance with the ENGINEER's written instructions, either correct such defective work, or if it has been rejected by the ENGINEER remove it from the site and replace it with nondefective work. If the CONTRACTOR does not promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, the ENGINEER may have the defective work corrected or the rejected work removed and replaced, and all direct and indirect costs of such removal and replacement, including compensation for additional professional services, shall be paid by the CONTRACTOR.

**12.7 Acceptance of Defective Work:**

If instead of requiring correction or removal and replacement of defective work, the ENGINEER prefers to accept it, he may do so. In such case, if acceptance occurs prior to the ENGINEER's recommendation of final payment, a Change Order shall be issued incorporating the necessary revisions in the Contract Documents, including appropriate reduction in the Contract Price; or if the acceptance occurs after such recommendation, an appropriate amount shall be paid by the CONTRACTOR to the CITY.

**12.8 City May Correct Defective Work:**

If the CONTRACTOR fails within a reasonable time after written notice of the ENGINEER to proceed to correct and to correct defective work or to remove and replace rejected work as required by the ENGINEER in accordance with Paragraph 12.5, or if the CONTRACTOR fails to perform the work in accordance with the Contract Documents, (including any requirements of the progress schedule), the CITY may, after seven days' written notice to the CONTRACTOR, correct and remedy any such deficiency. In exercising its rights under this Paragraph the CITY shall proceed expeditiously. To the extent necessary to complete corrective and remedial action, the CITY may exclude the CONTRACTOR from all or part of the site, take possession of all or part of the work, and suspend the CONTRACTOR's services related thereto, take possession of the CONTRACTOR's tools, appliances, construction equipment and machinery at the site and incorporate in the work all materials and equipment stored at the site or for which the CITY has paid the CONTRACTOR but which are stored elsewhere. The CONTRACTOR shall allow the CITY, the CITY's representatives, agents and employees such access to the site as may be necessary to enable the CITY to exercise his rights under this Paragraph. All direct and indirect costs of the CITY in exercising such rights shall be charged against the CONTRACTOR in an amount verified by the ENGINEER, and a Change Order shall be issued incorporating the necessary revisions in the Contract Documents and a reduction in the Contract Price. Such direct and indirect costs shall include, in particular but without limitations, compensation for additional professional services required and all costs of repair and replacement of work of others destroyed or damaged by correction, removal or replacement of the CONTRACTOR's defective work. The CONTRACTOR shall not be allowed an extension of the Contract Time because of any delay in performance of the work attributable to the exercise by the CITY of the CITY's rights hereunder.

## ARTICLE 13 - PAYMENTS TO THE CONTRACTOR

### 13.1 Basis of Payment:

Progress payments shall be based on the aggregate of the unit price amounts listed in the Proposal or in the Schedule of Values which have been incorporated in the work acceptable to the ENGINEER.

### 13.2 Unit Price Inclusion:

The unit prices stated in the Proposal include all costs and expenses for materials, labor, tools, equipment, transportation, commissions, patent fees and royalties, removing crossings or other obstructions, protection or maintaining pipes, drains, railroad tracks, buildings, bridges, or other structures furnishing temporary crossings or bridges, furnishing all supplemental construction stakes, batter boards, templets, common and ordinary labor for handling materials during inspection replacing any property damage, together with any and all costs or expenses for performing and completing the work as specified.

### 13.3 Schedule of Values: (Lump Sum Price Breakdown)

A Schedule of Values must be submitted within seven days subsequent to the CONTRACTOR executing and submitting the Documents required of Article 2.13 of the Section II – Special Terms and Conditions. The schedules shall be satisfactory in form and substance to the ENGINEER, and shall include quantity and unit prices aggregating the Contract Price, and shall subdivide the work into component parts in sufficient detail to serve as the basis for progress payments during construction. Upon acceptance of the schedule of values by the ENGINEER, it shall be incorporated into a form of Application for Payment acceptable to the ENGINEER.

### 13.4 Changed Conditions: (Unit Price Only)

It is mutually agreed that due to latent field conditions which can not be foreseen at the time of advertising for bids, adjustments of the Plans to field conditions will be necessary during construction; and, therefore, such changes in the plans shall be recognized as constituting a normal and accepted margin of adjustment not unusual and not involving or permitting any change or modification of unit prices, in which case payment will be made for the revised quantities at the unit price bid in the Proposal.

### 13.5 Application for Progress Payment:

On the 20th day of the month or the first working day thereafter, the CONTRACTOR shall submit to the ENGINEER for review an Application for Payment form filled out and signed by the CONTRACTOR. The form shall be notarized, and shall cover the work completed as of the date of the application. The Application for Payment shall be accompanied by a Schedule of Values, and any other supporting documentation as the ENGINEER may reasonably require.

13.6 Payment for Materials:

If payment is requested on the basis of materials and equipment not incorporated in the work but delivered and suitably stored at the site or at another location agreed to in writing, the Application for Payment shall also be accompanied by such data, satisfactory to the ENGINEER, as will establish the CITY's title to the material and equipment and protect the CITY's interest therein, including applicable insurance.

13.7 Affidavit Required:

All Applications for Payment shall include an Affidavit of the CONTRACTOR stating that all previous progress payments received on account of the work have been applied to discharge in full all of CONTRACTOR's obligations reflected in prior Applications for Payment. The amount of retainage with respect to progress payments will be 5%.

13.8 Retainage:

The amount of retainage with respect to progress payments will be 5% until completion of the construction services purchased pursuant to the Contract, as more specifically set forth in the Article 3 of the main contract entitled "Partial and Final Payment".

13.9 CONTRACTOR's Warranty of Title:

The CONTRACTOR warrants and guarantees that title to all work, materials and equipment covered by any Application for Payment whether incorporated in the Project or not, will pass to the CITY at the time of payment free and clear of all liens, claims, security interests and encumbrances (hereinafter in these General Conditions referred to as "Liens").

13.10 Review of Application for Payment:

The ENGINEER will, within seven (7) days, review the Application for Payment and either approve and submit it for payment or notify the CONTRACTOR of the deficiencies such that the CONTRACTOR may make the necessary corrections and resubmit in time for the month's payment. However, the ENGINEER may refuse to recommend the whole or any part of any payment if, in his opinion, it would be incorrect to make such representations. He may also refuse to recommend any such payment, or because of subsequently discovered evidence or the results of subsequent inspections or tests, nullify any such payment previously recommended to such extent as may be necessary in the ENGINEER's opinion to protect the CITY from loss because:

- A. The work is defective, or completed work has been damaged requiring correction or replacement.
- B. Written claims have been made against the CITY or Liens have been filed in connection with the work.
- C. The Contract Price has been reduced because of Change Order.
- D. The CITY has been required to correct defective work or complete the work in accordance with Article 12.8.
- E. The CONTRACTOR's unsatisfactory prosecution of the work in accordance with the Contract Documents.
- F. The CONTRACTOR's failure to make payment to Sub- Contractors, or for labor, materials or equipment.

13.11 Payment to the Contractor:

Payments are made only on the fifteenth day or first workday thereafter of each month.

## ARTICLE 14 - SUBSTANTIAL COMPLETION, PARTIAL UTILIZATION, FINAL CLEAN UP, INSPECTION, PAYMENT AND ACCEPTANCE

### 14.1 Substantial Completion:

When the CONTRACTOR considers the entire work ready for its intended use, the CONTRACTOR shall, in writing to the ENGINEER, certify that the entire work is substantially complete and request that the ENGINEER issue a Certificate of Substantial Completion. Within a reasonable time thereafter the CONTRACTOR and the ENGINEER shall make an inspection of the work to determine the status of completion. If the ENGINEER does not consider the work substantially complete, the ENGINEER will notify the CONTRACTOR in writing giving his reasons therefor. If the ENGINEER considers the work substantially complete, the ENGINEER will prepare and deliver to the CONTRACTOR a Certificate of Substantial Completion, which shall fix the date of Substantial Completion. There shall be attached to the certificate a proposed Punch List, developed by the CONTRACTOR, of items to be completed or corrected before final payment.

Within ten (10) days after delivery of the certificate, the CITY shall review the proposed Punch List and either approve it or contact the CONTRACTOR to commence good faith efforts to develop a Punch List that is satisfactory to both parties. If the parties are unable to resolve any differences they may have in the development of the Punch List, the ENGINEER shall resolve their differences. The parties shall expedite the process of developing the Punch List with the intent of finalizing the Punch List within sixty (60) days after the date of Substantial Completion.

At the time of delivery of the Certificate of Substantial Completion the ENGINEER will deliver to the CONTRACTOR written notice as to division of responsibilities pending final payment between the CITY and the CONTRACTOR with respect to security, operation, safety, maintenance, heat, utilities and insurance, said responsibilities will be binding on the CITY and the CONTRACTOR until final payment. Unless otherwise stated herein or on the Certificate of Substantial Completion, all building, product, equipment, and machinery warranties will commence on the date of Substantial Completion. The CITY shall have the right to exclude the CONTRACTOR from the work after the date of Substantial Completion, but the CITY shall allow the CONTRACTOR reasonable access to complete or correct items on the Punch List.

### 14.2 Partial Utilization:

Use by the CITY of any finished part of the work which has specifically been identified in the Contract Documents or which the ENGINEER and the CONTRACTOR agree constitutes a separately functioning and usable part of the work that can be used by the CITY without significant interference with CONTRACTOR's performance of the remainder of the work, may be accomplished prior to Substantial Completion of all the work subject to the following:

A. The ENGINEER at any time may request the CONTRACTOR in writing to permit the CITY to use any such part of the work which the ENGINEER believes to be ready for its intended use and substantially complete. If the CONTRACTOR agrees, the CONTRACTOR will certify to the ENGINEER that said part of the work is substantially complete and request the ENGINEER to issue a Certificate of Substantial Completion for that part of the work. The CONTRACTOR, at any time, may notify the ENGINEER in writing that the CONTRACTOR considers any such part of the work ready for its intended use and substantially complete and request the ENGINEER to issue a Certificate of Substantial Complete for the part of the work. Within a reasonable time after either such request, the CONTRACTOR and the ENGINEER shall make an inspection of that part of the work to determine its status of completion. If the ENGINEER does not consider that part of the work to be substantially complete, the ENGINEER will notify the CONTRACTOR in writing giving the reasons therefore. If the ENGINEER considers that part of the work to be substantially complete, the provisions of Article 14.1 will apply with respect to Certificate of Substantial Completion of that part of the work and the division of responsibility in respect thereof and access thereto. It shall be understood by the CONTRACTOR that until such written notification is issued, all responsibility for care and maintenance of all of the WORK shall be borne by the CONTRACTOR. Upon issuance of said written notice of partial utilization, the OWNER will accept responsibility for the protection and maintenance of all such items or portions of the WORK described in the written notice.

14.3 Final Clean-Up:

Upon completion of the work and before final inspection shall be made, the CONTRACTOR shall clean and remove from the site, the Right-of-Way and adjacent property, all surplus and discarded materials, rubbish, and temporary structures; restore in an acceptable manner all property, both public and private, which has been damaged during the prosecution of the work; and shall leave the site and vicinity unobstructed in a neat and presentable condition throughout the entire area or length of the work under Contract. The placing of materials of every character, rubbish, or equipment on the abutting property, with or without the consent of the property owners, shall not constitute the satisfactory disposal. If the work is of such a character as may be done by block or sections, the CONTRACTOR may be required to promptly remove and dispose of accumulated rubbish, debris or surplus materials from blocks or sections as completed or partially completed. No separate payment will be made for final cleaning up and restoration of property, but all costs thereof shall be included in the prices bid for the various scheduled items of work.

14.4 Final Inspection:

Upon written notice from the CONTRACTOR that the entire work or an agreed portion thereof is complete and final clean-up has been completed, the ENGINEER will make a final inspection with the CONTRACTOR and will notify the CONTRACTOR in writing of all particulars in which this inspection reveals that the work is incomplete or defective. The CONTRACTOR shall immediately take such measures as are necessary to remedy such deficiencies.

**14.5 Final Application for Payment:**

After the CONTRACTOR has completed all such corrections to the satisfaction of the ENGINEER and delivered all maintenance and operating instructions, schedules, guarantees, Bonds, certificates of inspection, marked-up record documents (as provided in Article 7.19 of the General Conditions and other documents; all as required by the Contract Documents and after the ENGINEER has indicated that the work is acceptable (subject to the provisions of Article 14.9) the CONTRACTOR may make Application for Final Payment following the procedure for progress payments. The final Application for Payment shall be accompanied by all documentation called for in the Contract Documents, together with complete and legally effective releases or waivers (satisfactory to the CITY) of all Liens arising out of or filed in connection with the work. In lieu thereof and as approved by the CITY, the CONTRACTOR may furnish receipts or releases in full; an affidavit of the CONTRACTOR that the releases and receipts include all labor, services, material and equipment for which a Lien could be filed, and that all payrolls, material and equipment bills, and other indebtedness connected with the work for which the CITY or the CITY's property might in any way be responsible, have been paid or otherwise satisfied; and consent of the Surety, if any, to final payment. If any Subcontractor or Supplier fails to furnish a release or receipt in full, the CONTRACTOR may furnish a Bond or other collateral satisfactory to the CITY to indemnify the CITY against any Lien.

**14.6 Final Payment and Acceptance:**

If on the basis of the ENGINEER's observation of the work during construction and final inspection, and the ENGINEER's review of the final Application for Payment and accompanying documentation, all as required by the Contract Documents, the ENGINEER is satisfied that the work has been completed and the CONTRACTOR's other obligations under the Contract Documents have been fulfilled, the ENGINEER will recommend payment. Thereupon the ENGINEER will give written notice to the CITY and the CONTRACTOR that the work is acceptable subject to the provisions of Article 14.9.

**14.7 Payment of Retainage Without Final Completion:**

If through no fault of the CONTRACTOR, final completion of the work is significantly delayed and if the ENGINEER so confirms, the CITY shall, upon receipt of the CONTRACTOR's final Application for Payment and recommendation of the ENGINEER, and without terminating the Agreement, make payment of the balance due for the portion of the work fully completed and accepted. If the remaining balance to be held by the CITY for work not fully completed or corrected is less than the retainage stipulated in the Agreement and if Bonds have been furnished as required in Article 5.2, the written consent of the Surety to the payment of the balance due for that portion of the work fully completed and accepted shall be submitted by the CONTRACTOR to the ENGINEER with the application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

**14.8 CONTRACTOR's Continuing Obligation:**

The CONTRACTOR's obligation to perform and complete the work in accordance with the Contract Documents shall be absolute. Neither recommendation of any progress or final payment by the ENGINEER, nor the issuance of a Certificate of Substantial Completion, nor any payment by the CITY to the CONTRACTOR under the Contract Documents, nor any use or occupancy of the work or any part thereof by the CITY nor any act of acceptance by the CITY nor any failure to do so, nor any review and approval of a Shop Drawing or sample submission, nor the issuance of a notice of acceptability by the ENGINEER pursuant to Article 14.6, nor any correction of defective work by the CITY will constitute an acceptance of work not in accordance with the Contract Documents or a release of the CONTRACTOR's obligation to perform the work in accordance with the Contract Documents (except as provided in Article 14.9).

**14.9 Waiver of Claims:**

The making and acceptance of final payment will constitute:

- A. A waiver of all claims by the CITY against the CONTRACTOR, except claims arising from unsettled Liens, from defective work appearing after final inspection pursuant to Article 14.4 or from failure to comply with the Contract Documents or the terms of any special guarantees specified therein; however, it will not constitute a waiver by the CITY of any rights in respect of the CONTRACTOR's continuing obligations under the Contract Documents.
- B. A waiver of all claims by the CONTRACTOR against the CITY other than those previously made in writing and still unsettled.

## ARTICLE 15 - SUSPENSION OF WORK AND TERMINATION

### 15.1 City May Suspend Work:

The CITY may, at any time and without cause, suspend the work or any portion thereof for a period of not more than ninety (90) days by notice in writing to the CONTRACTOR which will fix the date on which work will be resumed. The CONTRACTOR shall resume the work on the date so fixed. The CONTRACTOR shall be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to any suspension.

### 15.2 City May Terminate:

A. Upon the occurrence of any one or more of the following events:

1. If the CONTRACTOR commences a voluntary case under any chapter of the Bankruptcy Code (Title 11, United States Code), as now or hereafter in effect, or if the CONTRACTOR takes any equivalent or similar action by filing a petition or otherwise under any other federal or state law in effect at such time relating to the bankruptcy or insolvency.
2. If a petition is filed against the CONTRACTOR under any chapter of the Bankruptcy Code as now or hereafter in effect at the time of filing, or if a petition is filed seeking any such equivalent or similar relief against the CONTRACTOR under any other federal or state law in effect at the time relating to bankruptcy or insolvency.
3. If the CONTRACTOR makes a general assignment for the benefit of creditors.
4. If a trustee, receiver, custodian or agent of the CONTRACTOR is appointed under applicable law or under contract, whose appointment or authority to take charge of property of the CONTRACTOR is for the purpose of enforcing a Lien against such property or for the purpose of general administration of such property for the benefit of the CONTRACTOR's creditors.
5. If the CONTRACTOR admits in writing an inability to pay its debts generally as they become due.
6. If the CONTRACTOR persistently fails to perform the work in accordance with the Contract Documents (including, but not limited to, failure to supply a qualified superintendent or sufficient skilled workers or suitable materials or equipment or failure to adhere to the approved progress schedule revised from time to time).
7. If the CONTRACTOR disregards laws or regulations of any public body having jurisdiction.

8. If the CONTRACTOR disregards the authority of the ENGINEER.
9. If the CONTRACTOR otherwise violates in any substantial way any provisions of the Contract Documents.

B. The CITY may, after giving the CONTRACTOR and the Surety seven days' written notice and to the extent permitted by laws and regulations, terminate the services of the CONTRACTOR, exclude the CONTRACTOR from the site and take possession of the work and of all the CONTRACTOR's tools, appliances, construction equipment and machinery at the site and use the same to the full extent they could be used by the CONTRACTOR (without liability to the CONTRACTOR for trespass or conversion), incorporate in the work all materials and equipment stored at the site or for which the CITY has paid the CONTRACTOR but which are stored elsewhere, and finish the work as the CITY may deem expedient. In such case the CONTRACTOR shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the Contract Price exceeds the direct, indirect and consequential costs of completing the work (including but not limited to fees and charges of engineers, architects, attorneys and other professionals, and court and arbitration costs) such excess will be paid to the CONTRACTOR. If such costs exceed such unpaid balance, the CONTRACTOR, or CONTRACTOR's Surety, shall pay the difference to the CITY.

C. Where the CONTRACTOR's services have been so terminated by the CITY, the CITY alone shall determine the scope and description of the work to be completed and the method and schedule for completing it.

D. Where the CONTRACTOR's services have been so terminated by the CITY the termination will not affect any rights or remedies of the CITY against the CONTRACTOR then existing or which may thereafter accrue. Any retention or payment of moneys due the CONTRACTOR by the CITY will not release the CONTRACTOR from liability.

E. Upon seven days' written notice to the CONTRACTOR the CITY may, without cause and without prejudice to any other right or remedy, elect to abandon the work and terminate the Contract. In such case the CONTRACTOR shall be paid for all work executed and any expense sustained plus reasonable termination expenses, which will include, but not be limited to, direct, indirect and consequential costs (including, but not limited to, fees and charges of engineers, architects, attorneys and other professionals and court and arbitration costs).

**15.3 Contractor May Stop Work or Terminate:**

If through no act or fault of the CONTRACTOR, the work is suspended for a period of more than ninety (90) days by the CITY or under an order of court or other public authority, or the CITY fails for sixty (60) days to pay the CONTRACTOR any sum finally determined to be due, then the CONTRACTOR may, upon seven days' written notice to the CITY terminate the Contract and recover from the CITY payment for all work executed and any expense sustained plus reasonable termination expenses. In addition and in lieu of terminating the Contract, if the CITY has failed to make any payment as aforesaid, the CONTRACTOR may upon seven days' written notice to the CITY stop the work until payment of all amounts then due are paid. The provisions of this paragraph shall not relieve the CONTRACTOR of the obligations to carry on the work in accordance with the progress schedule and without delay during disputes and disagreements with the CITY.

- END OF SECTION -

ATTACHMENT C  
SUPPLEMENTARY GENERAL CONDITIONS  
INDEX TO ARTICLES

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**General Note:**

The General Conditions refer to specific section numbers in the Supplementary General Conditions. These reference numbers may not coordinate with the actual Article numbers utilized in the Supplementary General Conditions. The CONTRACTOR shall comply with all General Conditions and all Supplementary General Conditions as well as related conditions included in the General Requirements, Division 1 of the Technical Specifications. Incorrect cross-reference numbers shall not relieve this requirement.

**1. Project Schedule**

Time is of the essence for this work. The following defines the schedule for the project:

**CONSTRUCTION WORK SCHEDULE  
CONSTRUCTION / STARTUP / ACCEPTANCE:**

	Completion Time (Calendar Days)
Substantial Completion	<b>365</b>

Failure to meet any of the above defined construction/startup/acceptance completion dates shall subject the CONTRACTOR to pay damages as specified in these Supplementary General Conditions in Article 3.

**Substantial Completion**

1. Refer to Attachment B - General Conditions Articles 14.1 and 14.2. (Certification of Substantial Completion Services appended to the Supplementary General Conditions).
2. Substantial Completion shall also include:
  - Completion of all construction work associated with the specific "Major Milestone" listed in the construction work schedule including completion of punch list items. "Completion of punch list items" shall be as determined by the Engineer in the field.
  - Coating touchup completed.
  - Record shop drawings and O&M submittals received and accepted by the Engineer.
  - Record drawing red-lines received and accepted by the Engineer.
  - Guarantee certifications, performance affidavits, and all other certifications received and accepted by the Engineer.

Contractor shall also conform to construction sequence constraints as defined on the Drawings and in Specifications.

2. **Insurance Requirements (Not Used. Refer to ARTICLE 2.25 of SECTION II – SPECIAL TERMS AND CONDITIONS OF THE CONTRACT DOCUMENTS)**
  
3. **Liquidated Damages**

Liquidated damages shall be paid by the CONTRACTOR to the CITY for failure to complete work on time in accordance with the following schedule:

Service Lines Completed	Completion Time	Liquidated Damages (Per Day)
1200	12 months	\$1,000.00

The CITY is hereby authorized to deduct the sums described above from the monies which may be due to the CONTRACTOR for the work under this contract. Liquidated damages shall be additive such that the maximum total which may be deducted shall be \$1,000.00/day. Other damages for failure to meet warranty conditions as defined in other sections of the Specifications shall also be added with liquidated damages for failure to meet completion times.

4. **Restricted Area**

The CONTRACTOR shall, in installing the new facilities, confine all activities within the CITY property, easement, and right-of-ways indicated.

5. **Existing Facilities and Structures**

All existing facilities shall be protected, and if damaged, shall be repaired by the CONTRACTOR at no additional cost to the CITY.

6. **Explosives**

Explosives shall not be used on this project.

7. **Contract Documents**

The CITY will provide the CONTRACTOR with one (1) set of Contract Documents after the Notice to Proceed.

8. **Required Notifications**

When provisions of the pertinent codes, standards or regulations conflict with this Specification, the more stringent shall apply.

Prior to any site work, the CONTRACTOR shall notify the Engineering and Construction Services Division Inspector at (954) 921-3930.

Prior to excavation at the site, the CONTRACTOR shall notify the appropriate utilities and Sunshine State One-Call of Florida, Inc. (formerly U.N.C.L.E.) at 1-800-432-4770 for locations of buried utilities.

Prior to closure of any CITY streets or alleyways, or other activity which requires the diversion of traffic, the CONTRACTOR shall notify and obtain the permission of the CITY of Hollywood Fire and Police Communications Section at (954) 967-4321.

**9. Notice of Completion**

See attached form.

**10. Prevailing Wage Requirement**

A. The CONTRACTOR shall be responsible for ensuring payment of the rate of wages and fringe benefits, or cash equivalent, for all laborers, mechanics and apprentices employed by him/her or his/her SUBCONTRACTORS on the work covered by this contract which shall be not less than the prevailing rate of wages and fringe benefits payment or cash equivalent for similar skills or classifications of work as established by the General Wage Decision by the United States Department of Labor for Broward County, Florida that is in effect prior to the date the CITY issued the invitation for bids for this project (the prevailing rate of wages and fringes can be obtained at website <http://www.access.gpo.gov/davisbacon>).

If the General Wage Decision fails to provide for a fringe benefit rate for any worker classification, then the fringe benefit rate applicable to such worker classification shall be the fringe benefit rate that has a basic wage rate closest in dollar amount to the work classification for which no fringe benefit rate has been provided.

B. Upon commencement of work, the CONTRACTOR and all of his/her SUBCONTRACTORS shall post a notice in a prominent place at the work site stating the requirements of this Article.

C. As per the City of Hollywood Code of Ordinances, Prevailing Wage Requirements and Fringe Benefits are applicable to the following: (A) Utilities projects over \$1,000,000.00 (one million dollars) and (B) All other projects over \$500,000.00 (five hundred thousand dollars).

**11. Inspections and Testing During Overtime**

A. The following supplement Article 3.15 and 3.16 of the General Conditions:

For weekend work, CONTRACTOR shall submit a written request to the CITY by the preceding Wednesday. A separate request is required for each week that the CONTRACTOR wished to work on a weekend. For evening and holiday work, CONTRACTOR shall submit a written request to the CITY three (3) days in advance. The CITY will provide inspection services for all overtime work and the CONTRACTOR shall pay for inspection services per Article 3.15, no exceptions.

Similarly, Holiday and other overtime work shall be requested a minimum of 36-hours in advance and CITY will provide inspection for all overtime.

B. Exceptions to the hours and days of the week for work and other related limitations are allowed only for tie-ins during low flow periods / early morning hours, coatings that need to be applied during lower temperature times of the day and whenever the Documents specifically define that work shall be completed outside of the limitations for "normal" work hours, days, etc.

Inspection for tie-ins during low flow/early morning and specialty coating application performed during nighttime will not be cause for extra inspection costs unless such work is remedial in nature as a result of defective work.

**12. Retainage**

After Substantial Completion of the construction services purchased pursuant to this contract, CONTRACTOR may present to CITY a payment request for one-half of the retainage then held by CITY. CITY shall promptly make payment to CONTRACTOR, unless CITY has grounds for withholding the payment of retainage. CITY shall have grounds for withholding the payment of retainage with respect to any amounts that are the subject of a good-faith dispute, the subject of a claim brought pursuant to Florida Statute Section 255.05, or otherwise the subject of a claim or demand by CITY or CONTRACTOR.

At acceptance of Substantial Completion, CITY shall promptly make payment to CONTRACTOR of one-half of the retainage then held by CITY. At acceptance of completion of all punch list items, CITY shall promptly make payment to CONTRACTOR the balance of retainage then held by CITY.

**13. Owner's Contingency (NOT USED)**

*This allowance is in its entirety dedicated for the use of the Owner (The City of Hollywood) to address conditions (or work) associated with undefined conditions. All work resulting from undefined conditions shall be authorized in writing and in advance by the Owner, specifically the Director of Public Services, through the full execution of a Field Order. The actual amount to be paid per Field Order will be negotiated and agreed by both parties (the Owner and the Contractor). The final/negotiated amount of the field order will be deducted from the Owner's Allowance designated in the Bid Proposal and Schedule of Values. The Owner reserves the right to award none, any portion of, or all of the money associated with this allowance. By executing the CONTRACT between the City of Hollywood and the Contractor, the Contractor acknowledges that under no circumstances he or she should assume that he or she would be entitled to any amounts set aside by the City of Hollywood within the Owner's Allowance.*

## CERTIFICATE OF SUBSTANTIAL COMPLETION

**PROJECT:** **ENGINEER:** Engineering & Const. Services Division

**TO:** **CONTRACTOR:**

**CONTRACT FOR:**

**NOTICE TO PROCEED DATE:**

**DATE OF ISSUANCE:**

**PROJECT OR DESIGNATED PORTION SHALL INCLUDE:**

Portions of the work performed under this Contract as described above, have been reviewed and found to be substantially complete. The Date of Substantial Completion of Project or designated portion thereof designated above is hereby established as \_\_\_\_\_ which is also the date of commencement of applicable warranties required by the Contract Documents for the noted area.

### **DEFINITION OF DATE OF SUBSTANTIAL COMPLETION**

The Date of Substantial Completion of the work or designated portion thereof is the date certified by the ENGINEER ("Date of Issuance" above) when construction is sufficiently complete, in accordance with the Contract Documents, so the CITY can occupy or utilize the work or designated portion thereof for the use for which it is intended, as expressed in the Contract Documents.

A list of items to be completed or corrected, prepared by the CONTRACTOR and verified and amended by the ENGINEER, for the above referenced "Project or Designated Portion" is attached to this form (attached "Punch List" dated \_\_\_\_\_).

The failure to include any items on such list does not alter the responsibility of the CONTRACTOR to complete all work in accordance with the Contract Documents.

## **CERTIFICATE OF SUBSTANTIAL COMPLETION**

Please note that in accordance with Article 14 General Conditions, the Contractor retains full responsibility for the satisfactory completion of all work regardless of whether the Owner occupies and / or operates a part of the facility and that the taking possession and use of such work shall not be deemed an acceptance of any work not completed in accordance with the Contract Documents.

City of Hollywood - ECSD

**ENGINEER**

**BY**

**DATE**

---

**CONTRACTOR**

**BY**

**DATE**

The CITY OF HOLLYWOOD, through the City's authorized representative, accepts the work or designated portion thereof as substantially complete and will assume full possession thereof at \_\_\_\_\_ (time) on \_\_\_\_\_  
\_\_\_\_\_  
(date).

---

**BY**

**DATE**

**- END OF SECTION -**

## SECTION 01025

### BASIS OF PAYMENT

#### **PART 1 - GENERAL**

##### 1.01 GENERAL

- A. Payments to the CONTRACTOR shall be made based on the bid items listed on the Proposal Bid Form as full and complete payment for furnishing all materials, labor, tools, and equipment, and for performing all operations necessary to complete the work included in the Contract Documents. Such compensation shall also include payments for any loss or damages arising directly or indirectly from the work, or from any discrepancies between the actual quantities of work and those shown in the Contract Documents, or from any unforeseen difficulties which may be encountered during the prosecution of the work until the final acceptance by the CITY.
- B. The prices stated in the proposal include full compensation for overhead and profit, all costs and expenses for taxes, labor, equipment, materials, commissions, transportation charges and expenses, patent fees and royalties, labor for handling materials during inspection, furnishing and repairing small tools and ordinary equipment, mobilization, home office expenses, and general supervision, bond, insurance, labor for handling materials during inspection, together with any and all other costs and expenses for performing and completing the work as shown on the Drawings and specified herein. In addition, the CONTRACTOR shall include the actual cost of social security taxes, unemployment insurance, worker's compensation, fringe benefits, inclusive of life and health insurance, union dues, pension, pension Drawings, vacations, and insurance and CONTRACTOR's public liability and property damage insurance involved in the work based on the actual wages paid to such labor and all other general costs and profits, prorated to each Item.
- C. Unless otherwise specifically stated elsewhere herein, the CONTRACTOR shall include in the prices bid all materials, electrical supply, fuel, lubricants, temporary equipment, temporary wiring, temporary piping and fittings, pumps, gages, and all other items of whatever nature required to completely test, balance, disinfect if required, and put into fully operational condition all equipment and/or systems supplied by either the CITY or the CONTRACTOR and installed as a part of this Project. Further, any test materials supplied by the CONTRACTOR shall be completely satisfactory to the CITY. Any decision as to whether a particular material is suitable for test purposes shall be at the sole discretion of the CITY whose decision shall be final. Any material considered not suitable shall be immediately

replaced by the CONTRACTOR with suitable material and no extra compensation will be allowed.

- D. The Basis of Payment for an item at the price shown in the Bid Proposal Form shall be in accordance with its description of the item in this Section and as related to the work specified and as shown in the Drawings. Unit prices, where used, will be applied to the actual quantities furnished and installed in conformance with the Contract Documents.
- E. The CONTRACTOR'S attention is called to the fact that the quotations for the various items of work are intended to obtain a complete and working installation under this Contract, and any items of labor, equipment, or materials which may reasonably be assumed as necessary to accomplish this end shall be supplied whether or not they are specifically shown on the Drawings or stated herein. Should the CONTRACTOR feel that the cost of any item of work has not been established by the Proposal Bid Form, the CONTRACTOR shall include the cost for that work in the Bid Item most closely associates with that work so that his proposal for the Project does reflect his total price for completing the work in its entirety.
- F. The CONTRACTOR shall submit, with each Payment Request, a list of MBE/WBE SUBCONTRACTORS, that the CONTRACTOR is or will be utilizing for his contract. For each MBE/WBE SUBCONTRACTOR, the following information shall be provided:
  1. Total sub-contract dollar amount.
  2. Amount paid to date.

## 1.02 MEASUREMENT

The quantities for payment under this Contract shall be determined by actual measurement of the completed items, in place, ready for service, and accepted by the CITY, in accordance with the Proposal Bid Form, unless otherwise specified. A representative of the CONTRACTOR shall witness all field measurements.

## 1.03 PAYMENT ITEMS

For purposes of determining the monthly payments to be made to the CONTRACTOR for work accomplished, the percentage of work completed shall be determined in the following manner:

- A. **Bid Item No. 1 – Service Line Material Verification within Public R/W or Easement:** Payment for all labor, equipment, materials, and disposal for all work necessary and required for service line material verification within publicly-

owned rights-of-way/easements. This digging, either hand digging or soft/vacuum digging depending on the requirements of the terrain, shall be performed at locations designated by the CITY. Payment shall be at the unit price bid times the number of completed digs. Locations will only be considered complete when data collected at the locations is submitted to the CITY and when the digging location is restored as per Bid Items 2-5. Data management includes, but is not limited to, completion of a survey at each location including coordinates and material types, photos of any exposed below-ground service lines and any existing above-ground service line materials, and submittal of all survey to the CITY at a frequency agreed upon ahead of time. The data to be collected includes, but is not limited to, material type at the digging location on the public side, photos of all exposed service lines following digging, and photos of any above-ground service line materials. The CONTRACTOR is responsible for providing the crew with proper devices such as tablets or smartphones with an internet connection in order to complete the surveys. Such payment for the completion of this bid item shall be full payment and include, but not be limited to survey, locating the meter and service line using excavation and/or ground penetrating radar (GPR) if necessary, maintenance of traffic (MOT), permitting, protection of existing utilities, soft digging or hand digging (all surfaces included), data collection management, data reporting, and all other appurtenant and miscellaneous items and work necessary to determine the service line materials in accordance with the details provided in the Contract documents.

- B. **Bid Item No. 2 – Concrete/Stamped Concrete Restoration and Necessary Repairs at Service Line Locations:** Payment for all labor, equipment, and materials for all work necessary and required for site restoration of concrete/stamped concrete at digging locations after the CONTRACTOR completes the service line location and identification activities per Bid Item 1. All restoration work/scope shall be approved by the CITY in advance. Payment shall be at the unit price bid times the number of completed square yards of concrete restored and accepted by the CITY. Such payment shall be full payment and include, but not be limited to, all concrete materials, equipment, appurtenant, and miscellaneous items, and work necessary to obtain a complete concrete replacement in accordance with the details provided in the Contract documents.
- C. **Bid Item No. 3 – Asphalt Restoration and Necessary Repairs at Service Line Locations:** Payment for all labor, equipment, and materials for all work necessary and required for site restoration of asphalt at digging locations after

the CONTRACTOR completes the service line location and identification activities per Bid Item 1. All restoration work/scope shall be approved by the CITY in advance. Payment shall be at the unit price bid times the number of completed square yards of asphalt restored and accepted by the CITY. Such payment shall be full payment and include, but not be limited to, all asphalt materials, equipment, appurtenant, and miscellaneous items, and work necessary to obtain a complete asphalt replacement in accordance with the details provided in the Contract documents.

D. **Bid Item No. 4 – Grass Restoration and Necessary Repairs at Service Line Locations:** Payment for all labor, equipment, and materials for all work

necessary and required for site restoration of grass at digging locations after the CONTRACTOR completes the service line location and identification activities per Bid Item 1. All restoration work/scope shall be approved by the CITY in advance. Payment shall be at the unit price bid times the number of completed square yards of grass restored and accepted by the CITY. Such payment shall be full payment and include, but not be limited to, all grass/sodding materials, equipment, appurtenant, and miscellaneous items, and work necessary to obtain a complete grass replacement in accordance with the details provided in the Contract documents.

E. **Bid Item No. 5 – Pavers Restoration and Necessary Repairs at Service Line Locations:** Payment for all labor, equipment, and materials for all work necessary and required for site restoration of pavers at digging locations after the CONTRACTOR completes the service line location and identification activities per Bid Item 1. All restoration work/scope shall be approved by the CITY in advance. Payment shall be at the unit price bid times the number of completed square yards of pavers restored and accepted by the CITY. Such payment shall be full payment and include, but not be limited to, all pavers materials, equipment, appurtenant, and miscellaneous items, and work necessary to obtain a complete pavers replacement in accordance with the details provided in the Contract documents.

F. **Bid Item No. 6 – Mobilization / General Requirements:** The lump sum price bid for this item shall be full compensation for all mobilization activities required for the project, including but not limited to, multiple mobilizations that may be required to comply with project phasing, providing bonds and insurance; preparing schedules and permit packages; complying with all submittal requirements; and providing/securing temporary construction facilities, staging areas, space required for laydown and storage, parking, etc. The payment items for mobilization shall not exceed 3% of the sum of Bid Items No. 1-5.

- G. **Bid Item No. 7 – Demobilization / General Requirements:** The lump sum price bid for this item shall be full compensation for all demobilization activities required for the project, including but not limited to restoration of any site items that do not relate to specific pay items in this bid, site cleanup, and all other activities necessary to complete the contract work. The payment items for mobilization shall not exceed 3% of the sum of Bid Items No. 1-5.
- H. **Bid Items No. 8 to 10 – Labor:** Payment for all labor required to perform line material verification, restoration, and necessary repairs not included in other bid item, shall be based upon actual hours of labor service times the bid unit price per hour provided in the Bid Proposal. The price shall include full compensation for furnishing transportation, labor, tools, supplies, fuel, power, water, essential communications and incidentals necessary to complete the item, all in accordance with the Contract Documents. The minimum crew that shall respond immediately shall consist of one Project Manager, one Foreman, and two Laborers. All work under these items shall be completed following the CITY's request and with CITY approval in advance.
- I. **Bid Items No. 11 and 12 – Equipment Cost:** Payment for equipment required to perform line material verification, restoration, and necessary repairs not included in other bid item, shall be based upon actual hours of running time at the job site with an operator times the bid unit price per hour provided in the Bid Proposal. The price shall include full compensation for furnishing materials, equipment, tools, supplies, fuel, power, water, essential communications and incidentals necessary to complete the item, all in accordance with the Contract Document. The CONTRACTOR shall keep the CITY informed of all time periods their equipment works on a project approved under this item. All work under these items shall be completed following the CITY's request and with CITY approval in advance.
- J. **Bid Item No. 13 – Permitting Allowance:** The allowance indicated for this item is to pay for any necessary permits, licenses, other fees and testing required of the CONTRACTOR per the Contract Documents. Payment will be based on the actual permit, license or fee paid directly to agency and documented by paid receipts, specifically excluding any labor, mark-up, overhead and profit, administration and other costs involved in obtaining permits or licenses or paying fees or work associated with testing. The tests shall be performed by an independent testing laboratory selected by the CITY of Hollywood. Should any test(s) fail, subsequent tests shall be performed by the same testing laboratory and paid for by the CONTRACTOR at no additional

cost to the Contract. Fees specifically excluded from this allowance include but are not limited to re-inspection fees, expired permit fees, standby time, and failed tests

- K. **Bid Item No. 14 - Consideration for Indemnification:** In recognition of the CONTRACTOR'S indemnification obligations, the CITY will pay to the CONTRACTOR the specific consideration of ten dollars (\$10.00). Payment of said specific consideration shall be made at the time of the payment of the first progress estimate and the CONTRACTOR shall acknowledge payment of this consideration by letter to the CITY after receipt of the progress payment
- L. **Bid Item 15 - Miscellaneous Work Allowance/Contingency:** Included in this allowance is work associated with undefined conditions or conflicts developing from undefined conditions. All work authorized for payment will be authorized in writing by the CITY. The amount to be paid per undefined conditions or conflict shall be negotiated or agreed to by both parties. The CITY reserves the right to award any, all, or none of the money associated with this allowance.

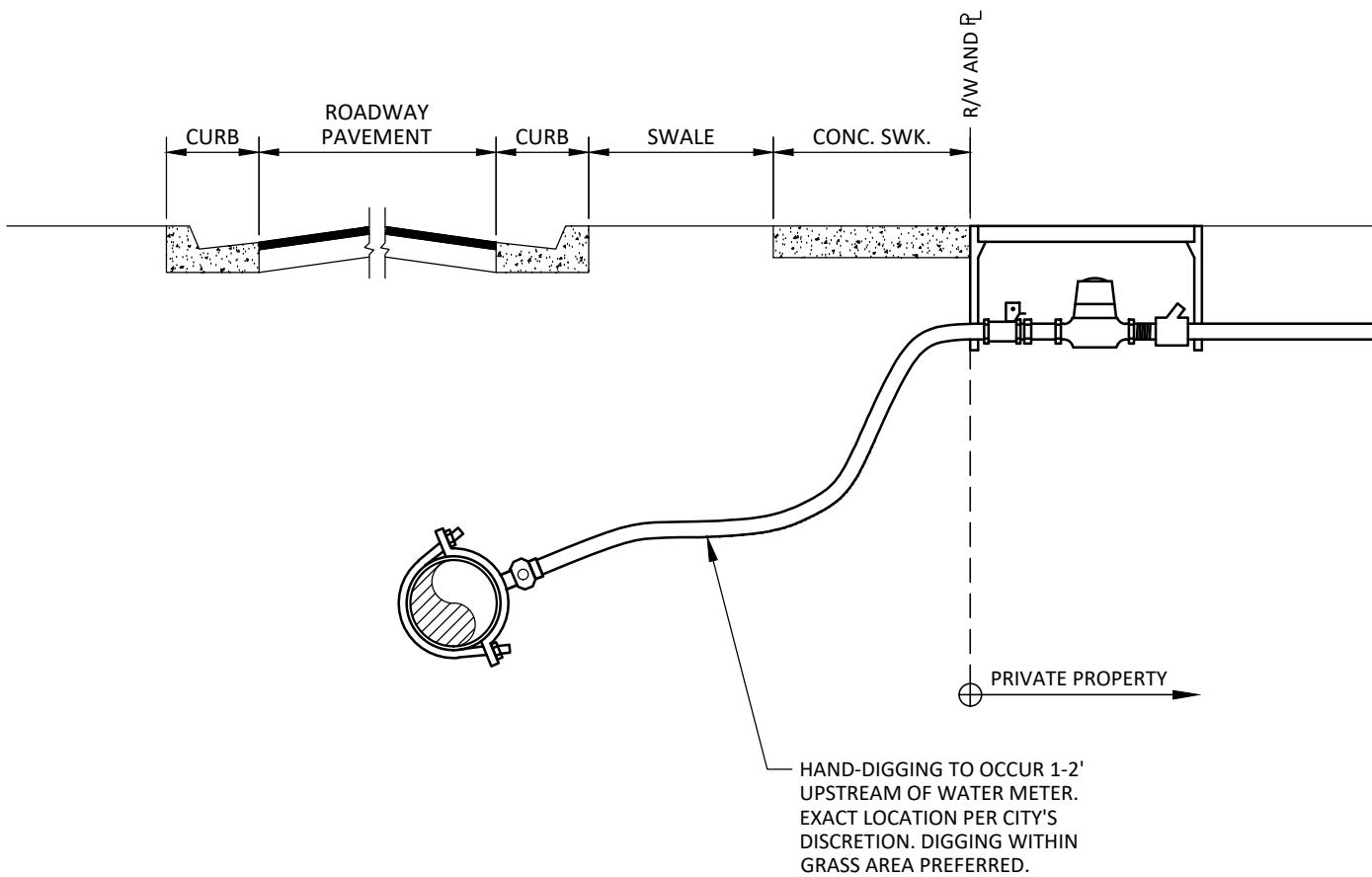
- A. The price bid for each item shall be stated in both words and figures in the appropriate places in the Proposal Bid Form. All blank spaces for bid prices must be filled in with ink, or with a typewriter. The Bidder is further directed that any and all alterations, changes, corrections, and modifications, made to the Proposal Bid Form prior to submission of the bids, must be initialed by the Bidder. Non-compliance by the Bidder of this directive may be grounds for rejection of his bid.
- B. In the event that there is a discrepancy between the price written in words and the price written in numbers, the price written in words shall govern except where the number of units multiplied by the unit price shown in numbers equals the total price for that bid item. In such case, the unit price shown in numbers shall govern over the unit price shown in words.
- C. Where an error is made in the calculation of the total bid price of an item, the unit price shall govern.
- D. If the bidder makes an error in his addition of the total bid prices of the applicable items in the Quotation, the correct sum of its' applicable bid item totals shall be the Total Bid.

#### **Part 2 - PRODUCTS (Not Used)**

#### **Part 3 - EXECUTION (Not Used)**

**- END OF SECTION -**

 <p>CITY OF HOLLYWOOD, FLORIDA DIAMOND OF THE GOLD COAST INCORPORATED 1925</p>	
ISSUED:	03/01/1994
DRAWN:	EAM
APPROVED:	XXX



**TYPICAL WATER SERVICE DIGGING  
LOCATION ON PUBLIC SIDE OF  
WATER METER**

**W-1**

DEPARTMENT OF PUBLIC UTILITIES STANDARD DETAIL

REVISED: 10/26/2022

DRAWING NO.

W-1